

### **STANDARD TERMS AND CONDITIONS OF SALE**

1. General. All goods supplied by the Seller are sold only upon the following conditions. The placing of an order for any such goods, or the acceptance of Patol's quotation or tender or of delivery of the goods, includes acceptance of the following conditions. Unless expressly agreed by Patol in writing, any other terms or conditions (including any which may be contained in the Buyer's order) are excluded. Unless expressly incorporated in Patol's quotation or tender, all descriptions, illustrations, drawings, dimensions, weights measures, specifications, standards of performance or other descriptive matter or pre-contractual statements are approximate only and shall not form part of the contract. Patol's record of any order placed by the Buyer verbally shall be conclusive as to the type and quantity of product and the point and delivery date.
2. Validity. Unless previously withdrawn, Patol's quotation is open for acceptance within the period stated therein or, when no period is so stated, within 30 days after its date and is subject to written confirmation by Patol at the time of acceptance.
3. The Contract may be cancelled by the Buyer only with the Patol's written consent which, if given, shall be on the express condition that the Buyer shall pay to Patol a cancellation charge commensurate with Patol's costs incurred up to the date of cancellation plus Patol's loss of profit or, at Patol's option, a sum equal to twenty percent of the Contract price.
4. Delivery. Unless otherwise specified the price quoted excludes delivery to any premises or location specified by the Buyer. The products sold are on an ex-works basis for UK transactions or Free On Board (FOB) UK port for export transactions. Carriage, Insurance and Freight (CIF) deliveries would be charged extra.
5. Delivery Times. Any times quoted for delivery are to date from the receipt by Patol of the Buyer's written order and all necessary information to enable Patol to put the work in hand.
6. Delay in Delivery. If we do not receive sufficient forwarding instructions within 14 days after notification that the goods are ready for despatch, the Buyer will either take delivery or arrange for storage. Otherwise Patol shall be entitled to arrange storage on the Buyer's behalf and at the Buyer's risk, either at Patol's own works (making a charge of 1½% of the invoice value of the goods per month) or elsewhere; we shall also be entitled to payment as if the goods had been duly delivered. All charges for storage, insurance or demurrage will be payable by the purchaser.
7. Acceptance. Unless the Buyer gives Patol written notice within 14 days from the date of delivery that the goods are not in conformity with the contract, the Buyer is deemed to have accepted the goods.
8. Loss or Damage in Transit. Any shortage or damage must be clearly stated upon the driver's Delivery Sheet and a written statement of the facts received at Patol's office and by the Carrier (if not Patol) within 14 days after the date of delivery; otherwise no claim will be entertained. The package and contents should be retained for examination.
9. Prices. All goods are sold subject to the prices quoted. All prices for the products are exclusive of any applicable value added or any other sales or import tax, for which the Purchaser shall be additionally liable.
10. Payment. For account holding customers, payment may be made in full without retention or set-off, not later than 45 days from date of delivery. In the event of late payment we reserve the right to charge interest on any amount overdue at the rate of 2% over the Barclays Bank Plc base rate current for the time being and without notice, to suspend further deliveries until all arrears (including interest) have been paid and at Patol's option, to rescind any subsisting contract with the Buyer as to all or any parts of future deliveries but without prejudice to any rights already accrued to Patol under such contracts. Payment may alternatively be made against Patol's pro-forma Invoice prior to manufacture/dispatch. Payment may alternatively be made by Irrevocable Letter of Credit

confirmed by Patol Limited's appointed London Bank, specifically in the form set out by Patol Limited. Please contact Patol Limited for this format.

11. **Passing of Property.** The Buyer will store the goods in such a way that they are readily identifiable as Patol's property, but the Buyer may, as trustees for Patol, sell them to a third party in the normal course of the Buyer's business. Upon any sale by the Buyer of the goods (either alone or with other items) all rights which the Buyer has against its customer shall automatically vest in Patol.
12. **Termination.** We may, without prejudice to Patol's other rights and remedies, determine the contract or any unfulfilled part of it, or withhold further deliveries, or make partial deliveries if:
  - a) The Buyer fails to make payment on the due date under this or any other contract between Patol.
  - b) The Buyer indicates the intention to cancel or suspend, or commit any breach of, this or any other contract between Patol.
  - c) The Buyer becomes insolvent or make any composition with their creditors, or have a receiver appointed of all or any part of the Buyer's undertaking or assets, or go into liquidation (save for the purposes of amalgamation or reconstruction) and we shall be entitled to recover from the Buyer all Patol's loss.
13. **Warranties, Liability and Indemnity.** Subject as herein provided Patol Limited warrants that: All Products supplied hereunder will be of merchantable quality and will comply with any specification agreed for them;

Patol's warranty (whether by reason of defective materials, production faults or otherwise) shall be limited to:

Patol represents and warrants that: goods furnished under the order

- (a) shall be new unless otherwise stated by the Buyer in the order,
- (b) shall conform to the specification in the order,
- (c) shall have clear title, free from all liens, taxes, and/or encumbrances,
- (d) may be used by the Buyer without infringing upon any patent relating to the goods, and
- (e) shall be free from apparent and hidden defects or deficiencies for one (1) year from the date of delivery to Company. At Company's option and at Supplier's cost, defective or deficient goods shall be returned, repaired or replaced.

14. **Installation.** Where appropriate, Patol Limited shall supply relevant electrical/installation drawings. The Purchaser shall comply with such electrical/installation drawings and shall not without the prior written approval of Patol Limited make any variation or amendment thereto. The purchaser shall be responsible for the engineering application of the technical data/drawings provided. Save in respect of where Patol Limited has contracted to install the products, the purchaser is solely responsible for installation of the Products in accordance with the appropriate electrical/installation drawings. Non-compliance with the electrical/installation detail provided by Patol Limited negates all warranties. Notwithstanding anything to the contrary in these Terms and Conditions, Patol Limited shall not, except in respect of death or personal injury caused by the negligence of Patol Limited, be liable to the Purchaser by reason of any representation or implied warranty, condition or other term or any duty at common law, or under the express terms of these Terms and Conditions or otherwise, for any consequential loss or damage (whether for loss of profit or otherwise and whether occasioned by the negligence of Patol Limited or its employees or agents or otherwise) arising out of, or in connection with any act or omission of Patol Limited relating to these Terms and Conditions, for the manufacture or supply of the Products, their resale by or their use by any customer.
15. **Force Majeure.** Patol Limited shall not have any liability for failure to perform or delays, to the extent that such failure or delay is caused by Force Majeure (meaning war, labour disputes, serious adverse weather, accidents, government actions or any other matters which are beyond the reasonable control of Patol Limited). If the Force Majeure event in question prevails for a period in excess of three months after the date on which the Force Majeure event begins, then Patol Limited shall be entitled to give notice to the Purchaser to terminate the Contract.
16. **Waiver.** Any failure by Patol to enforce any or all these Conditions shall not be construed as a waiver of any of Patol's rights hereunder.
17. **Arbitration proper law; language.** These Terms and Conditions shall be governed by and construed in accordance with English law in the courts of England. Nothing contained in these Terms and Conditions shall limit the right of any party to take proceedings against any other in any other court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction. These Terms and Conditions are made only in the English language. If there is any conflict in meaning between the English language version of these Terms and Conditions and any version or translation of these Terms and Conditions in any other language, the English language version shall prevail.

## 18. Indemnity, Gross Negligence and Insurance

18.1 Company shall not be liable to Supplier for consequential damages or loss of anticipated profits. Supplier shall not be liable for Company for consequential damages or loss of anticipated profits except for amounts recoverable by Supplier or its subcontractors under valid and collectable insurance carried by Supplier or subcontractors.

18.2 Company and Supplier shall indemnify, defend and hold each other harmless from claims, demands and causes of action against the indemnity by any third party (including, without limitation, Supplier's and Company's employees) for personal injury, death or loss of or damage to property resulting from the indemnitor's negligence, Gross Negligence, or Wilful Misconduct. Where personal injury, death, or loss of or damage to property is the result of joint negligence, Gross Negligence, or Wilful Misconduct of Company and Supplier, the indemnitor's duty of indemnification shall be in proportion to its allocable share of joint negligence, Gross Negligence or Wilful Misconduct. If either party is strictly liable under applicable law, the other party's duty of indemnification shall be in the same proportion that its negligence, Gross Negligence, or Wilful Misconduct contributed to the personal injury, death, or loss of or damage to property for which a party is strictly liable. The term "negligence" shall include active or passive negligence. "Gross Negligence" is defined by the law governing the order, however, if such law does not define the term "gross negligence", it means any act or failure to act (whether sole, joint or concurrent) which seriously and substantially deviates from a diligent course of action or which is in reckless disregard of or indifference to the harmful consequences. "Wilful Misconduct" is defined by the law governing the order; however, if such law does not define the term "wilful misconduct", it means an intentional disregard of good and prudent standards of performance or of any of the terms of the order.

18.3 Notwithstanding anything to the contrary in the order, each party shall bear full responsibility, without limit, for its Gross Negligence or Wilful Misconduct attributable to its managerial and senior supervisory personnel and, in no event, will a party be required to release or indemnify the other party for Gross Negligence or wilful Misconduct attributable to the other party's managerial or senior supervisory personnel.

18.4 Supplier shall carry adequate insurance as required by law, including but not limited to worker's compensation and employers liability or similar social insurance, and its normal and customary comprehensive general and automobile liability insurance.

## 19. Force Majeure

Force Majeure means an unforeseeable, irresistible occurrence without the fault or the invoking party. Supplier or customer will not be held to have defaulted on its contractual obligations to the extent that its performance has been hindered or prevented by force majeure. Upon invoking force majeure, Supplier or Customer will (i) immediately notify the other party, (ii) make every effort to remedy the cause of non-performance, and (iii) perform the entirety of its obligations as soon as this cause has gone.

## 20. Alcohol and Drugs

20.1 To the extent permitted by law, the following shall apply with regard to drugs and alcohol during performance of services under this order. The supplier warrants that none of its personnel (herein defined as own employees and/or subcontractors) shall perform any services for Company while under the influence of alcohol and/or drugs. Supplier's personnel performing services for Company shall be informed about Company's alcohol and drug policy.

20.2 Suppliers personnel shall not abuse neither medications nor use, possess, distribute or sell alcohol and/or drugs when performing services for Company or on premises owned or controlled by Company. Upon for cause suspicion that so happens, Suppliers personnel shall be suspended from performing services for Company. In such circumstances Company also has the right to instruct the supplier to remove subject personnel from performing services for Company. In those instances where personnel have been removed from performing services caused by possible alcohol and drug abuse, such personnel shall be allowed to resume performing services only if the Supplier can document that such personnel have passed an alcohol and drug test.

20.3 The supplier shall introduce guidelines and implement procedures to ensure an alcohol and drug free working place when performing services for Company. Company has the right to request documentation to ensure that above are in compliance with Company's requirements.

01/2015