TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND SERVICES

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions:

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

"Applicable Law" means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national;

"Bribery Laws" means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption;

"Business Day" means a day other than a Saturday, Sunday or bank or public holiday in England;

"Collection Location" means Ex Works (INCOTERMS 2020) from Prism House Suite 1, Rankine Avenue, East Kilbride, Glasgow, G75 0QF, UK or other such location as may be advised by the Supplier;

"Conditions" means the terms and conditions set out in this document as amended from time to time upon written consent of the parties;

"Confidential Information" means any commercial, financial or technical information, drawings, prints, intellectual property, or other information relating to the Deliverables, business, customers, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential or which a party knows or should reasonably know is confidential;

"Contract" means the contract between the Supplier and the Customer for the sale and purchase of the Deliverables in accordance with these Conditions;

"Control" has the meaning given to it in section 1124 of the Corporation Tax Act 2010 and Controls, Controlled and under common Control shall be construed accordingly;

"Customer" means the named party in the Contract which has agreed to purchase the Deliverables from the Supplier and whose details are set out in the Order;

"Data Protection Laws" means, as binding on either party or the Deliverables:

- **(a) means the General Data Protection Regulation, Regulation (EU) 2016/679 (if applicable), such regulation as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);**
- **(b) the Data Protection Act 2018;**
- **(c) any laws which implement or supplement any such laws; and**
- **(d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;**

"Deliverables" means the Goods or Services or both as the case may be;

"Documentation" means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Deliverables;

"Force Majeure" means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Supplier's or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

"Goods" means the goods or equipment to be supplied by the Supplier to the Customer under the Contract as set out in the Order;

"Intellectual Property Rights" ("IPR") means patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Location" means the address or addresses for delivery of the Goods and performance of the Services as set out in the Order;

"Order" means the Customer's order for the Deliverables in substantially the same form as set out in the Schedule;

"Price" has the meaning given in clause 3.1;

"Services" means the services to be supplied by the Supplier to the Customer under the Contract as set out in the Order;

"Specification" means the description or Documentation provided by the Supplier for the Deliverables set out or referred to in the Contract;

"Supplier" means CPM Wolverine Proctor Ltd. (registered in England and Wales with company number 02423408);

"VAT" means value added tax under the Value Added Tax Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables; and

"Warranty Period" has the meaning given in clause 9.1.

1.2 Interpretation

1.2.1 A reference to the Contract includes these Conditions, the Order and their respective schedules, annexes and appendices (if any).

1.2.2 A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.2.3 A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.4 A reference to legislation or a legislative provision is a reference to it as amended or re enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.5 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.6 A reference to "writing" or "written" includes fax and email.

1.2.7 words in the singular include the plural and vice versa.

2 APPLICATION OF THESE CONDITIONS

2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.

2.3 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Customer and the Supplier respectively. For the avoidance of doubt any change to any Deliverables (and any related changes including those with respect to timing and/or Price) shall be dealt with via a variation as set out in this clause.

2.4 Each Order by the Customer to the Supplier shall be an offer to purchase the Deliverables subject to the Contract including these Conditions.

2.5 If the Supplier is unable to accept an Order, it shall notify the Customer as soon as reasonably practicable.

2.6 The offer constituted by an Order shall remain in effect and capable of being accepted by the Supplier for 10 Business Days from the date on which the Customer submitted the Order, after which time it shall automatically lapse and be withdrawn.

2.7 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Deliverables shall arise, until the earlier of:

2.7.1 the Supplier's written acceptance of the Order; or

2.7.2 the Supplier delivering or performing the Deliverables or notifying the Customer that they are ready to be delivered or performed (as the case may be).

2.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.

2.9 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Deliverables and are incapable of being accepted by the Customer.

2.10 Marketing and other promotional material relating to the Deliverables are illustrative only and do not form part of the Contract.

3 PRICE

3.1 The price for the Deliverables shall be as set out in the Order (the Price).

3.2 The Prices are exclusive of:

3.2.1 Packaging, insurance and transportation of the Deliverables which shall be charged in at the Supplier's standard rates,

3.2.2 customs fees, handling, import and/or export duties, and

3.2.3 VAT or other tax.

3.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.

3.4 The Supplier may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to the Supplier of supplying the relevant Deliverables which is due to any factor beyond the control of the Supplier.

4 PAYMENT

4.1 The Supplier shall invoice the Customer for the Deliverables, partially or in full, at any time following acceptance of an Order.

4.2 The Customer shall pay all invoices:

4.2.1 in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice; and

4.2.2 to the bank account nominated by the Supplier.

4.3 Time of payment is of the essence. Where sums due under these Conditions are not paid in full by the due date:

4.3.1 the Supplier shall have the right to charge interest on the overdue amount at the rate of eighteen (18%) percent per annum until the date of actual payment of the overdue amount, whether before or after judgment and

4.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

5 CREDIT LIMIT

The Supplier may set and vary credit limits from time to time and withhold all further supplies if the Customer exceeds such credit limit.

6 COLLECTION, DELIVERY AND PERFORMANCE

6.1 Unless a Location is specified on the Order, the Goods shall be made available for collection by the Customer from the Collection Location on the date specified in the Order. The Customer shall collect the Goods from the Collection Location within five Business Days of the date specified in the Order.

6.2 If a Location is specified on the Order, the Supplier shall deliver the Goods to the Location on the date specified on the Order.

6.3 The Goods shall be deemed delivered on completion of unloading only of the Goods at the Location or making the Goods available at the Collection Location by the Supplier or its nominated carrier (as the case may be).

6.4 The Services shall be performed by the Supplier at the Location on the date(s) specified in the Order. Customer waives any and all rights it may have as a “buyer in the ordinary course” for purposes of the applicable Uniform Commercial Code, until delivery of the Goods to the Location.

6.5 The Services shall be deemed accepted by the Customer on performance and the Goods shall be deemed accepted by the Customer on collection or delivery of the Goods (as applicable).

6.6 The Customer shall not be entitled to reject a delivery of the Goods on the basis that an incorrect volume of the Goods has been supplied.

6.7 The Supplier may deliver the Goods or perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6.8 Each delivery or performance of the Deliverables shall be accompanied by a delivery note stating:

6.8.1 the date of the Order;

6.8.2 the relevant Customer and Supplier details;

6.8.3 if Goods, the product numbers and type and quantity of Goods in the consignment;

6.8.4 if Services, the category, type and quantity of Services performed;

6.8.5 any special instructions, handling and other requests; and

6.8.6 in the case of Goods, whether any packaging material is to be returned, in which case the Customer shall, after the Goods are unpacked, make them available for collection by the Supplier at the Supplier's expense.

6.9 If applicable, Customer shall approve and return to Supplier's offices all engineering design work as it relates to the Goods within two (2) weeks of receipt of such engineering design work. In the event that Customer fails to approve and return such engineering design work to Supplier's offices within such two (2) week period or if Customer has comments or requested changes to engineering design work that extends the review or reworking of such engineering design work beyond two (2) weeks from the date of Customer's original receipt thereof, Supplier may, at its option, revise delivery dates of the applicable Goods and Supplier shall not be liable to Customer for any delay in making delivery of Goods to Customer within the timeframe stated in the Contract.

6.9.1 In the event that Customer modifies the specifications for its designs, either after Supplier has completed the engineering design work or while Supplier is in the process of preparing such engineering design work, Supplier may, at its option, revise delivery dates of the applicable Goods and Supplier shall not be liable to Customer for any delay in making delivery of Goods to Customer within the timeframe stated in the Contract.

6.9.2 In the event Customer fails to take possession of the Goods within ninety (90) days of the date on which Supplier is ready to ship the Goods, Customer shall automatically be deemed to forfeit the Goods and any amounts previously paid to Supplier and this Contract shall be automatically terminated, without any liability on behalf of Supplier. In such case, Supplier shall be entitled to resell the Goods with no liability to Customer for any amounts received.

6.10 Time is not of the essence in relation to the performance or delivery of the Deliverables. The Supplier shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are indicative only.

6.11 The Supplier shall not be liable for any delay in or failure of performance caused by:

6.11.1 the Customer's failure to make the Location available;

6.11.2 the Customer's failure to prepare the Location in accordance with the Supplier's instructions;

6.11.3 the Customer's failure to provide the Supplier with adequate instructions for performance or delivery;

6.11.4 Force Majeure.

6.12 If the Customer fails to collect or accept delivery of the Goods the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay all costs and expenses incurred by the Supplier in doing so.

6.13 If 15 Business Days following the due date for collection or delivery of the Goods, the Customer has not taken delivery or collected them, the Supplier may resell or otherwise dispose of the Goods without any obligation or liability to the Customer, except as provided for in clauses 6.13.1 and 6.13.2. The Supplier shall:

6.13.1 deduct all reasonable storage charges and costs of resale; and

6.13.2 account to the Customer for any excess of the resale price over, or invoice the Customer for any shortfall of the resale price below, the Price paid by the Customer for the Goods.

6.14 Supplier shall not be required to install, service, or provide any on-site engineering and/or site preparation for any of the Goods except as may be agreed upon in writing by Supplier and Customer. Any tests, required by the Order, conducted to prove the performance of any Goods or equipment shall comply with a test procedure agreed between Customer and Supplier. Unless otherwise stated, the Price(s) set forth on the face hereof do not include the costs of any tests. The results of any tests so conducted shall be accepted by Customer as final and binding as to the performance or other specifications of Goods or equipment so tested.

7 RISK

Risk in the Goods shall pass to the Customer on collection or delivery (as applicable).

8 TITLE

8.1 Title to the Goods shall pass to the Customer once the Supplier has received payment in full and cleared funds for the Goods.

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

8.2.1 hold the Goods as bailee for the Supplier;

8.2.2 store the Goods separately from all other material in the Customer's possession;

8.2.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;

8.2.4 insure the Goods from the date of delivery or collection: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting the Supplier's interest on the policy;

8.2.5 ensure that the Goods are clearly identifiable as belonging to the Supplier;

8.2.6 not remove or alter any mark on or packaging of the Goods;

8.2.7 inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in clauses 18.1.1 to 18.1.4 or 18.2.1 to 18.2.14; and

8.2.8 on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.

8.3 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 18.1.1 to 18.1.4 or 18.2.1 to 18.2.14, the Supplier may:

8.3.1 require the Customer at the Customer's expense to re-deliver the Goods to the Supplier; and

8.3.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

9 WARRANTY

9.1 The Supplier warrants that, unless otherwise specified in the Order, for a period of twelve months from delivery or collection (the Warranty Period), the Deliverables shall:

9.1.1 conform in all material respects to any sample, their description and/or to the Specification;

9.1.2 if Goods, be free from material defects in design, material and workmanship;

9.1.3 if Goods, be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

9.1.4 if Services, be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II, s 13; and

9.1.5 any media on which the results of the Services are supplied shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.

9.2 The Customer warrants that it has provided the Supplier with all relevant information as to the Customer's business and needs relating to the Deliverables and that such information is complete and accurate

9.3 As the Customer's sole and exclusive remedy, the Supplier shall, at its option, correct, repair, remedy, re-perform or refund the Deliverables that do not comply with clause 9, provided that the Customer:

9.3.1 serves a written notice on Supplier not later than five Business Days from delivery, collection or performance in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery, collection or performance in the case of latent defects;

9.3.2 such notice specifies that some or all of the Deliverables do not comply with clause 9.1 and identifying in sufficient detail the nature and extent of the defects;

9.3.3 gives the Supplier a reasonable opportunity to examine the claim of the defective Deliverables.

9.4 The provisions of these Conditions shall apply to any Deliverables that are corrected, repaired, remedied or re-performed with effect from delivery, collection or performance of those Deliverables.

9.5 The Supplier shall not be liable for any failure of the Goods to comply with clause 9.1:

9.5.1 where such failure arises by reason of wear and tear, willful damage, negligence, or could be expected to arise in the normal course of use of the Goods;

9.5.2 where the Goods are used with equipment that the Supplier has not expressly approved in writing as being compatible with the Goods;

9.5.3 where caused by transmitted radiation or the proximity of other electrical equipment;

9.5.4 where caused by fluctuations in the water supply, air supply and/or power supply including any abnormalities of the foregoing;

9.5.5 where the Customer carries out any repair work on the alleged defective Goods without the Supplier's express written consent;

9.5.6 to the extent caused by the Customer's failure to comply with the Supplier's oral or written instructions in relation to the Goods, including any instructions on installation, operation, storage, repair or maintenance;

9.5.7 to the extent caused by the Supplier following any specification, instruction or requirement of or given by the Customer in relation to the Goods;

9.5.8 where the Customer modifies any Goods without the Supplier's prior written consent or, having received such consent, not in accordance with the Supplier's instructions; or

9.5.9 where the Customer uses any of the Goods after notifying the Supplier that they do not comply with clause 9.1.

9.6 Except as set out in this clause 9:

9.6.1 the Supplier gives no warranty and makes no representations in relation to the Deliverables; and

9.6.2 shall have no liability for their failure to comply with the warranty in clause 9.1, and all warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.

10 ANTI-BRIBERY

10.1 For the purposes of this clause 10 the expression 'adequate procedures' and shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

10.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery.

10.3 Neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

11 ANTI-SLAVERY

11.1 The parties shall comply with the Modern Slavery Act 2015.

11.2 The parties undertake and warrant that they have not committed an offence under the Modern Slavery Act 2015.

12 INDEMNITY AND INSURANCES

12.1 The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.

12.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

13 LIMITATION OF LIABILITY

13.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 13.

13.2 Subject to clauses 13.5 and 13.6, the Supplier's total liability shall not exceed the sum of 125% of the total Price paid by the Customer under the Contract.

13.3 Subject to clauses 13.5 and 13.6, the Supplier shall not be liable for consequential, indirect or special losses.

13.4 Subject to clauses 13.5 and 13.6, the Supplier shall not be liable for any of the following (whether direct or indirect):

13.4.1 loss of profit;

13.4.2 loss of revenue;

13.4.3 loss or corruption of data;

13.4.4 loss or corruption of software or systems;

13.4.5 loss or damage to equipment;

13.4.6 loss of use;

13.4.7 loss of production;

13.4.8 loss of contract;

13.4.9 loss of commercial opportunity;

13.4.10 loss of savings, discount or rebate (whether actual or anticipated);

13.4.11 harm to reputation or loss of goodwill; and/or

13.4.12 wasted expenditure.

13.5 The limitations of liability set out in clauses 13.2 to 13.4 shall not apply in respect of any indemnities given by the Customer under the Contract.

13.6 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

13.6.1 death or personal injury caused by negligence;

13.6.2 fraud or fraudulent misrepresentation;

13.6.3 any other losses which cannot be excluded or limited by Applicable Law;

14 INTELLECTUAL PROPERTY

14.1 The Supplier is the sole owner of IPR in the Deliverables and reserves IPR in all ideas, concepts, processes, discoveries, devices, machines, tools, materials, designs, improvements, inventions, computer software and other things of value which are supplied to the Customer or arise under the Contract. No equipment may be manufactured by Customer, or for Customer by third parties, from Supplier's prints or designs (whether or not furnished to Customer by Supplier) without the prior consent of Supplier.

14.2 Where the Deliverables or any part thereof shall consist of any article to be manufactured, altered or worked upon by the Supplier in accordance with a design, specification or instruction of the Customer, the Customer warrants that any such articles do not infringe any third party IPR, and the Customer not aware of any claim by any third party, having made full and reasonable enquiry, that the design or any pre existing material incorporating the design has infringed or will infringe any IPR or any other rights of any third party and the Customer agrees that it shall immediately inform the Supplier if it becomes aware of any such claim and indemnify, keep indemnified, defend, and hold harmless the Supplier against any such claims.

15 CONFIDENTIALITY AND ANNOUNCEMENTS

15.1 Each party shall keep confidential the Confidential Information of the other party and of any Affiliate of such Party and shall only use the same as required to perform the Contract or take the benefit of the Contract. The provisions of this clause shall not apply to:

15.1.1 any information which was in the public domain at the date of the Contract;

15.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;

15.1.3 any information which is independently developed by a party without using information supplied by the other party or by any Affiliate of such party; or

15.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.

15.2 This clause shall remain in force for a period of five years from the date of the Contract and, if longer, three years after termination of the Contract.

15.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

15.4 Unless otherwise agreed, Supplier reserves the right to have its name or trademark appear on each product sold hereunder, and to use such products or illustrations of the same for display or advertising purposes.

16 DATA PROTECTION

16.1 The parties agree each party shall at all times comply with all Data Protection Laws in connection with the Contract.

17 FORCE MAJEURE

17.1 Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed.

17.2 If the Force Majeure event continues for a continuous period of more than 90 days the party not affected may terminate the Contract by written notice to the other party.

18 TERMINATION

18.1 The Supplier may terminate the Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:

18.1.1 the Customer commits a material breach of the Contract and such breach is not remediable;

18.1.2 the Customer commits a material breach of the Contract which is not remedied within 14 days of receiving written notice of such breach;

18.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 14 days after the Supplier has given notification that the payment is overdue; or

18.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

18.2 The Supplier may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:

18.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

18.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;

18.2.3 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

18.2.4 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;

18.2.5 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;

18.2.6 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006;

18.2.7 has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;

18.2.8 has a resolution passed for its winding up;

18.2.9 has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;

18.2.10 is subject to any procedure for the taking control of its Good that is not withdrawn or discharged within seven days of that procedure being commenced;

18.2.11 has a freezing order made against it;

18.2.12 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;

18.2.13 is subject to any events or circumstances analogous to those in clauses 18.2.1 to 18.2.12 in any jurisdiction; or

18.2.14 takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 18.2.1 to 18.2.13 including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.

18.3 The Supplier may terminate the Contract at any time by giving not less than four weeks' notice in writing to the Customer if the Customer undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.

18.4 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 18, it shall immediately notify the Supplier in writing.

18.5 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

19 NOTICES

19.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

19.1.1 delivered by hand or by pre paid first class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

19.1.2 sent by email or fax to the following email address or fax number:

19.1.2.1 for Supplier +44 (0)1355 575351

19.1.2.2 for Customer the email address as set out in the Order.

19.2 Any notice or communication shall be deemed to have been received:

19.2.1 if delivered by hand, at the time the notice is left at the proper address;

19.2.2 if sent by pre paid first class post or other next working day delivery service, at 9am on the third Business Day after posting; or

19.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this 19.2.3(iii), business hours means 9 am to 5 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

19.3 All references to time are to the local time at the place of deemed receipt.

19.4 This clause does not apply to notices given in legal proceedings or arbitration.

20 CUMULATIVE REMEDIES

The rights and remedies provided in the Contract for the Supplier only are cumulative and not exclusive of any rights and remedies provided by law.

21 FURTHER ASSURANCE

The Customer shall at the request of the Supplier, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

22 ENTIRE AGREEMENT

22.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

22.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

22.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

23 VARIATION

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

24 ASSIGNMENT

24.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent, which it may withhold or delay at its absolute discretion.

24.2 Notwithstanding clause 24.1, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives the Supplier prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.

25 SET OFF

25.1 The Supplier shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Supplier has with the Customer.

25.2 The Customer shall pay all sums that it owes to the Supplier under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

26 NO PARTNERSHIP OR AGENCY

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

27 EQUITABLE RELIEF

The Customer recognises that any breach or threatened breach of the Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

28 SEVERANCE

28.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

28.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in Good faith in order to agree the terms of a mutually acceptable alternative provision.

29 WAIVER

29.1 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

29.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Supplier shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Supplier.

29.3 A waiver of any term, provision, condition or breach of the Contract by the Supplier shall only be effective if given in writing and signed by the Supplier, and then only in the instance and for the purpose for which it is given.

30 COMPLIANCE WITH LAW

The Customer shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

31 COSTS AND EXPENSES

The Customer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Contract (and any documents referred to in it).

32 THIRD PARTY RIGHTS

32.1 Except as expressly provided for in clause 32.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

32.2 Any Affiliate of the Supplier shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

33 GOVERNING LAW

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

34 SAFETY INSTRUCTIONS

34.1 Customer shall use, and shall train and require its employees and agents to use, all safety devices, guards and proper safe operating and maintenance procedures as prescribed by all applicable laws, rules, regulations, codes and standards and as set forth in any operating and maintenance manuals and instruction sheets furnished by Supplier. Customer shall not remove or modify any safety device, guard or warning sign. If Customer fails to observe any of the obligations set forth in the preceding two sentences with regard to any of the Goods, Supplier shall not be liable for any bodily injury, death or property damage arising from such failure. Supplier shall not be liable for any bodily injury, death or property damage due to use of the Goods for materials or products not specified in the Contract or use of replacement parts not specifically authorized in writing by Supplier or due to changes in the Goods made by Customer without Supplier's written authorization. If the terms of the Contract do not require Supplier to install and commission the Goods, Customer shall permit Supplier to have a representative on site during commissioning to perform a health and safety check, and if Customer refuses to give its permission, Customer shall assume full responsibility for operation, training and verification of all aspects of health and safety with respect to the Goods, and Supplier shall not be liable for any claims, liability, losses and obligations arising directly or indirectly from the installation or commissioning.

34.2 Customer shall provide any Supplier employee or representative who is present at Customer's facility(ies) for any purpose (including without limitation supervision of commissioning, installing, maintaining, or repairing the Goods) with adequate training regarding all safety devices, guards and proper safe operating and maintenance procedures applicable to the Customer's facility(ies); a safe environment; and all necessary personal protective Goods necessary to be present at Customer's facility(ies). If Supplier, its employees, or representatives incurs a loss due to Customer's failure to appropriately and adequately provide the foregoing, Customer shall be liable for such loss.

34.3 The safety of Supplier's employees and representatives is of the highest importance. Supplier reserves the absolute right, in its sole discretion, to refuse to enter onto or participate in any work at Customer's facility(ies) if Supplier or its employees or representatives determine that Customer does not have appropriate minimum safety requirements in place. Minimum safety requirements that Supplier will evaluate include, but are not limited to: a properly designed, tested, and functioning sprinkler system based on local requirements; proper access and exits from the extraction area in the event of emergency; documented employee training on solvent risks and emergency fire system use; easily accessible fire Goods, including sufficient water supply and fire hoses; appropriate systems to prevent over-pressure in the event of power failures; and a spill management system including appropriate drains and a skim pit. Customer agrees to provide Supplier any and all minimum safety requirement documentation requested by Supplier and to promptly address any minimum safety requirement concerns identified by Supplier.

35 JURISDICTION

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).

36 SANCTIONS COMPLIANCE

36.1 The Buyer represents and warrants to Supplier that the Goods purchased hereunder shall be used only in the end destination specified on the Order. The Buyer covenants and warrants to Supplier that the Goods purchased hereunder shall not be diverted, exported, re-exported, shipped or otherwise delivered to any jurisdiction subject to embargo by the United States government (which, as of the date hereof, includes the Crimea region, the so-called Luhansk People's Republic and the so-called Donetsk People's Republic of Ukraine, Cuba, Iran, North Korea, and Syria), to any jurisdiction subject to embargo by the country of organization of Supplier, to any parties which are blocked or otherwise subject to sanction by the U.S. government (such parties being listed on the consolidated U.S. screening list located at https://www.export.gov/csl-search and the consolidated UK screening list located at https://sanctionssearchapp.ofsi.hmtreasury.gov.uk/), or to any parties which are blocked or otherwise subject to sanction by the government of the country of organization of Supplier.

36.2 The Buyer's breach of any of the foregoing representations, warranties and/or covenants shall entitle Supplier to immediately terminate this Contract and any remaining obligations of Supplier hereunder. For the avoidance of doubt, Supplier may not sell Goods, spare or replacement parts, or provide services (including but not limited to commissioning, warranty and/or after-sales services) to any jurisdiction embargoed by the U.S. government, the government of the country of organization of Supplier, to any parties blocked or otherwise subject to sanction by the U.S. government, or to any party blocked or otherwise subject to sanction by the government of the country of organization of Supplier. Supplier's refusal to do so shall not be considered a breach of its contractual obligations or commitments hereunder or give the Buyer any right to make a claim for breach.

36.3 The Buyer shall further indemnify, defend, and hold harmless Supplier from and against any and all losses, liabilities and damages arising from the Buyer's failure to comply with its representations, warranties and/or covenants hereunder, including but not limited to Supplier's attorneys' fees and expenses.

SCHEDULE 1

Part 1

Order Form

[insert order form]