

Terms and Conditions of Sale

1. Definitions

- 1.1 The words used in these conditions of sale shall have the meanings set out as follows:
- 1.2 'Conditions' means the terms and conditions of sale set out herein.
- 1.3 'Buyer' means the party (organisation or person) that purchases Products and/or Services from the Seller as described in the relevant written Quotation or Order.
- 1.4 'Buyer's Related Parties' mean the employees, agents, distributors, suppliers (other than the Seller), contractors or representatives of the Buyer and any of the Buyer's customers for the Products and/or Services.
- 1.5 'Contract' means the contract formed by the Buyer accepting the Quotation provided to it by the Seller and the placement of a legal and valid Order for the purchase and sale of the Products and/or Services to which these Conditions form part.
- 1.6 'Incoterms' mean the international rules for the interpretation of trade terms of the International Chamber of Commerce that are in force at the date when the Contract is made.
- 1.7 'Intellectual Property Rights' means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.
- 1.8 'Local Regulations' mean all laws and regulations applicable to or affecting the manufacture, sale, design, packaging or labeling of the Products and/or Services in any relevant territory or geographical region.
- 1.9 'Order' means means any order from the Buyer, which is accepted by the Seller in writing in respect of the sale or transfer of any Products or delivery of Services.
- 1.10 'Products' mean the goods, articles and components (including any installment of the products or any components within them) which the Seller is to supply in accordance with the Contract and these Conditions.
- 1.11 'Product Information' means any advice or recommendation regarding the storage, application, construction or use of the Products.
- 1.12 'Quotation' means any quotation, proposal or tender by the Seller which is accepted by the Buyer in writing or by placement of an Order in respect of the sale or transfer of any Products and/or Services.

- 1.13 'Seller' means Weatherhaven Global Solutions Ltd. Oakley's Yard, Gatehouse Road, Rotherwas Industrial Estate, Hereford, HR2 6LR, UK.
- 1.14 'Seller Related Parties' mean the employees, agents, distributors, suppliers, contractors or representatives of the Seller.
- 1.15 'Services' means mean the maintenance, installation, training and other services, which the Seller is to provide in accordance with the Contract and these Conditions.
- 1.16 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 unless the context requires otherwise. If there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

2. Basis of the sale

- 2.1 The Seller shall sell and the Buyer shall purchase the Products and/or Services in accordance with any Quotation or Order, subject to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.
- 2.2 No variation to these Conditions shall be binding unless agreed to in writing between the authorised representatives of the Buyer and the Seller.

3. Orders and specifications

- 3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller until confirmed in writing by the Seller.
- 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Products and/or Services within a sufficient time to enable the Seller to fulfil the Contract in accordance with its terms.
- 3.3 The quantity, quality, description of and any specification for the Products and/or Services shall be as set out in the Quotation or the Order.
- 3.4 The Seller reserves the right at any time and without notice to make any changes in the specification of the Products and/or Services within a Quotation or Order where:
- 3.4.1 Changes are required to conform with any applicable safety or other legal requirements; and/or
- 3.4.2 Changes do not materially affect the Products' quality and purpose

4. Cancellation

- 4.1 After written acceptance by the Seller, no Quotation or Order may be cancelled by the Buyer except with the agreement in writing of the Seller and on condition that the Buyer shall compensate the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation. Any monies paid by the Buyer will be non-refundable.

5. Price of the Products and/or Services

- 5.1 The price of the Products and/or Services shall be that as stated in the relevant Quotation or Order. All prices of the Products and/or Services quoted by the Seller shall be valid for the period set out in the relevant Quotation or Order or, in the absence of which, for sixty (60) days from the date of such Quotation or Order.
- 5.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Products and/or Services to reflect any increase in the cost to the Seller which is due to:
- 5.2.1 Any factor beyond the control of the Seller (such as and without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture); and/or
 - 5.2.2 Any change in delivery dates, quantities or specifications for the Products and/or Services which is requested by the Buyer; and/or
 - 5.2.3 Any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 5.3 Except as otherwise stated under the terms of any Quotation or Order, or otherwise agreed to in writing, all prices are given by the Seller on an ex-works basis. Where the Seller agrees to deliver the Products other than at the Seller's premises, the Buyer shall be liable to pay all the charges for transport, packaging and insurance incurred by the Seller in such regard as well as a handling charge equal to ten per cent (10%) of all such costs incurred.
- 5.4 The price is exclusive of any applicable duty, tax, value added tax, or sales tax, which the Buyer shall be additionally liable to pay to the Seller.
- 5.5 Where agreement is made to deliver Products other than at the Seller's premises, the Buyer shall ensure that the containers in which the Products are delivered are unloaded in a timely manner. The Buyer shall be liable for any costs, charges or expenses caused by any delay by the Buyer in unloading such containers.
- 5.6 Except as otherwise stated under the terms of any Quotation or Order, or otherwise agreed to in writing, title to any containers for the Products shall not pass to the

Buyer and if the Buyer takes possession of any such containers, the Seller shall be entitled to charge the Buyer for the replacement of such containers on a 'new for old' basis.

- 5.7 Should the Buyer require any documentation (drawings, reports, test certificates etc.) to be provided by the Seller as part of the contract, the Buyer must specify these requirements before placing the Order. The Seller will charge an additional administration fee for any documentation not specified before the Order is placed based on the amount of additional work required. The Buyer will be notified of any proposed charges before they are made.

6. Terms of payment

- 6.1 Except as otherwise stated under the terms of any Quotation or Order, or otherwise agreed to in writing, a non-refundable deposit equal to fifty per cent (50%) of the price will be paid by the Buyer when placing the order. The balance of payments equal to fifty per cent (50%) payment will be paid by the Buyer when the Seller notifies the Buyer that the Products are ready to be dispatched. Payment terms are 30 days from the date of the invoice.
- 6.2 If the Buyer fails to make any payment due under the Contract on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 6.2.1 Terminate the Contract or suspend any delivery to the Buyer and/or cancel or suspend delivery under any other contract between the Buyer and the Seller for the supply of Products;
 - 6.2.2 Appropriate any payment made by the Buyer for the Products (or the Products supplied under any other Contract between the Buyer and the Seller) as the Seller may think fit;
 - 6.2.3 Charge the Buyer interest (both before and after any legal judgement) on overdue invoices at the rate of five per cent (5.0%) per annum above the Bank of England base rate, from the date when payment becomes due until the date of payment.
- 6.3 The Buyer shall not be entitled by reason of any set-off, counterclaim, abatement or other similar deduction to withhold payment of any amounts due to the Seller.

7. Delivery

- 7.1 Except as otherwise stated under the terms of any Quotation or Order, or otherwise agreed to in writing, delivery of the Products shall take place at the address specified by the Seller, when the Seller has notified the Buyer that the Products are ready for collection. Where some other place has been agreed in writing for delivery then a

- third party (selected at the discretion of the Seller) shall be responsible for transporting the Products to such place.
- 7.2 Unless specifically agreed to by the Seller that the delivery of the Products and/or Services will take place within or before a specific deadline, any dates quoted for delivery of the Products and/or Services are approximate only and the Seller shall not be liable for any delay in delivery of the Products and/or Services howsoever caused. Time for delivery shall not be of the essence of the Contract.
- 7.3 Where the Products are to be delivered in installments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the installments in accordance with these Conditions affects that installment only. Any claim by the Buyer in respect of late delivery of one or more installments shall not entitle the Buyer to treat the entire Contract as repudiated.
- 7.4 If the Buyer fails to take delivery of the Products or fails to give the Seller adequate delivery instructions at the time stated for delivery (unless beyond the Buyer's reasonable control or due to the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- 7.4.1 Store the Products until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- 7.4.2 Sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price within the Contract or charge the Buyer for any shortfall below the price within the Contract.
- 7.5 The Buyer shall comply with any legislation or regulations governing the importation of the Products into the country of destination and their re-sale and shall be responsible for the cost of such compliance and for the payment of any duties relating to such importation and/or re-sale.
- 7.6 The Buyer shall be responsible solely for ensuring that the Products satisfy the Local Regulations.

8. Risk and property

- 8.1 Risk in the Products shall pass to the Buyer at the moment the Products are dispatched from the Seller's premises save for when the Seller has arranged transportation when the risk will pass on delivery. Where the Buyer chooses to collect the Products itself, risk will pass when the Products are entrusted to it or set aside for its collection, whichever happens first.
- 8.2 Title in the Products shall not pass to the Buyer until the Seller has been paid in full for the Products.

9. Product warranty

- 9.1 Except as otherwise stated under the terms of any Quotation or Order, or otherwise agreed to in writing, the Seller warrants products to be free from defects in material and workmanship in accordance with the technological standards applicable at the time of delivery for a period of twelve (12) months from the date of delivery.
- 9.2 Where the Products have been manufactured and supplied to the Seller by a third party, any warranty granted to the Seller in respect of the Products shall be passed on to the Buyer.
- 9.3 In the event of any defect in material or workmanship the Seller undertakes:
- 9.3.1 To repair or replace at his own cost and without charge to the Buyer, the material or workmanship. The decision of the Seller as to whether the defective material should be repaired or replaced and the location where it is to be executed shall be at the sole discretion of the Seller.
- 9.3.2 The aforementioned undertaking is given subject to the following qualifications:
- 9.3.2.1 No claim under this warranty will be entertained and no replacement or repair will be affected unless it is formally reported to the Seller within forty-eight (48) hours of discovery.
- 9.3.2.2 Any products, components or material replaced shall become the property of the Seller.
- 9.4 This warranty shall lapse and the Seller shall not be obliged to give effect hereto in the event of the Buyer failing to properly maintain the Products.
- 9.5 This warranty shall not apply if the damage:
- 9.5.1 Is the result of natural wear and tear.
- 9.5.2 Is attributed to negligence, improper treatment or usage counter to that detailed in Product Information.
- 9.5.3 Is deemed to have resulted from modifications of or alterations to the Products of whatever nature, with the exception of such modifications and alterations explicitly authorised by the Seller.
- 9.5.4 Is caused by abnormal or extreme atmospheric or environmental conditions.
- 9.5.5 Is caused as the result of an accident.
- 9.6 Buyer's Obligation
- 9.6.1 The Buyer must comply with the written Product Information instructions given by the Seller in regard to the use, care and maintenance of the Products.
- 9.6.2 The Buyer must take all reasonable steps to minimise damage to the Products in the event of any defect or failure.
- 9.6.3 The Buyer must supply as much information as possible regarding the failure or malfunction, the concerning circumstances and, where possible, provide

clear digital photographs of the damage or malfunctioning Products to the Seller.

- 9.6.4 In the event of the Seller requesting a physical inspection of the failed Product, the Buyer will be obliged to return such Product to the premises of the Seller so as to allow physical inspection.
- 9.6.5 The Buyer will not instruct or affect any repair to any damaged or malfunctioning Product (whether system, product or component) without the written approval or instruction from the Seller.
- 9.6.6 In the event of it being necessary to carry out emergency repair work on any Product as a matter of urgency, in circumstances which make it impossible for the Buyer to first obtain authorisation from the Seller to do so, such circumstances will have to be meticulously documented and supported by digital photographs and be presented to the Seller for consideration.
- 9.6.7 Failure by the Buyer to comply with his obligation as set out herein shall entitle the Seller to cancel this warranty and in such event the Buyer shall not be entitled to any refund.

10. Liability for Information provided

- 10.1 Product Information given by the Seller or any of the Seller's Related Parties to the Buyer or to any of the Buyer's Related Parties are provided from sources that the Seller considers are reliable or are expressions of opinion. Whilst the Seller has made every effort to ensure the accuracy completeness and appropriateness of the information, the Product Information is provided 'as is' and the Seller disclaims to the fullest extent permitted by law, on behalf of itself and any of the Seller's Related Parties any and all representation and warranties, expressed or implied relating to any of the Products and/or Services mentioned in the Product Information.
- 10.2 To the fullest extent permitted by law, under no circumstances, including but not limited to negligence, shall the Seller or any of the Seller's Related Parties be liable (even if it has been advised specially of the possibility of any loss) for any direct, indirect, incidental or consequential loss whatsoever (howsoever caused) arising from the use of the Product Information.
- 10.3 At the sole and absolute discretion of the Seller, the Product Information is subject to change at any time without notice.

11. Insolvency of Buyer

11.1 This condition applies if:

- 11.1.1 The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation, or a receiver or

administrative receiver is appointed, for any of the property or assets of the Buyer; or

11.1.2 The Buyer ceases, or threatens to cease, to carry on business; or

11.1.3 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

11.2 If this condition applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract without any liability to the Buyer, and if the Products have been delivered but not paid for, without prejudice to any other rights of the Seller under these Conditions, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12. Limit of liability and exclusions of damages

12.1 The Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

12.2 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Products, if the delay or failure was due to an Event of Force Majeure.

12.3 The total liability of the Seller shall be limited to the aggregate amount paid by the Buyer for the Products under such Contract, Order or Quotation.

12.4 The selection, configuration and installation of any of the Products at any location except the Seller's premises are not the responsibility of the Seller or any of the Seller's Related Parties (unless the seller has specifically contracted to render such service) and, to the fullest extent permitted by law, such parties shall not be liable for any failure of any of the Products that is caused by improper installation.

12.5 Nothing in these conditions excludes or limits the liability of the Seller:

12.5.1 For any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability;

12.5.2 For fraud or fraudulent misrepresentation.

13. Assignment and sub-contracting

13.1 The Contract between Buyer and Seller for the sales of Products and/or Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, by the Buyer, without the prior written consent of the Seller.

14. Force Majeure

- 14.1 The Seller shall not be responsible for delays in delivery or any failure to deliver due to causes beyond the Seller's reasonable control including, but not limited to, acts of God, war, mobilisation, civil commissions, riots, embargoes, domestic or foreign governmental regulations or orders, fires, floods, strikes, lockouts and other labour difficulties, COVID-19 or other global pandemics, or shortages of or inability to obtain shipping space or transportation.

15. Intellectual Property Rights

- 15.1 The Products are proprietary property of the Seller, and all Intellectual Property Rights associated with the Products shall remain vested in the Seller.

16. Relationship of parties

- 16.1 Nothing contained in these Conditions shall be construed as establishing or implying any partnership or joint venture between the Buyer and Seller and nothing in these Conditions shall be deemed to construe either of the parties as the agent of the other.

17. Waiver

- 17.1 The failure by either party to enforce at any time or for any period any one or more of the Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Conditions of this agreement.

18. Severability

- 18.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

19. Governing Law and Jurisdiction

- 19.1 This agreement shall be governed by and interpreted in accordance with the law of England and Wales and shall be subject to the jurisdiction of the Courts of England and Wales.

