

Hardscape Group Limited

Incorporating Hardscape Products Ltd and IP Surfaces Limited

1. DEFINITIONS**'BUYER'**

means the corporate entity, firm or person who buys or agrees to purchase the Goods from the Seller.

'CONDITIONS'

means the terms and conditions of sale set out in this document and any special terms and conditions expressly agreed in writing by the Seller.

'DELIVERY DATE'

means the date when the Goods are to be delivered, as specified by the Seller.

'GOODS'

means the products or materials which the Buyer agrees to purchase from the Seller.

'GROUP'

means in relation to an entity, such company or partnership, its parent company, or controlling parties or any companies over which they may exercise control (as defined in section 450 of the Corporation Taxes Act 2010).

'MANDATORY POLICIES'

shall include the Seller's business policies and codes relating to Health and Safety, Anti-Bribery, Modern Slavery, Code of Conduct, Serious Concerns and Data Protection, as the Seller may update them from time to time, together with any other policy adopted by the Seller and communicated to the Buyer from time to time.

'PRICE'

means the price for the Goods their carriage and packing but excluding insurance and taxes (including value added taxes), levies and duties such other extra charges as may be quoted by the Seller or as may apply in accordance with the Conditions.

'SELLER'

means Hardscape Group Limited (CRN: 13032345), incorporating Hardscape Products Ltd (CRN: 02986234) and IP Surfaces Limited (CRN: 04691768) whose registered office is at: Eagley House, Deakins Business Park, Egerton, Bolton BL7 9RP.

2. CONDITIONS APPLICABLE

2.1 The Conditions shall apply to all contracts for the sale of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Buyer may seek to apply under any purchase order, confirmation or similar document and any such purported terms shall only be deemed valid terms incorporated into contract or otherwise enforceable against the Seller if expressly agreed it in writing by a duty authorised employee of the Seller.

2.2 All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to the Conditions. Subject to clauses 2.1 and 2.3, any order issued by the Buyer is subject to acceptance by the Seller, which shall be at the Seller's discretion. The Seller's quotation, any subsequent order and acceptance shall together form the contract between the Buyer and the Seller which shall incorporate and be governed by the Conditions, except where varied in accordance with clause 2.4.

2.3 A contract will only be formed between the Buyer and the Seller for the sale of Goods when the Seller has accepted the Buyer's order. For the avoidance of doubt, acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of the Conditions in full.

2.4 The Conditions exclude any other terms and conditions which a Buyer might seek to impose even though such other terms and conditions may be submitted in a later document and/or purport to exclude or supersede any of the Conditions or are inconsistent with them.

2.5 The Conditions and the documents referred to in the Conditions represent the entire agreement between the parties and will replace any previous agreement, discussions, or understandings between them relating to the subject matter of the contract.

2.6 The Seller shall not be deemed to have provided any form of warranty, indemnity, assurance, or liability to any other party other than to the Buyer including any form of collateral warranty or statements made in any discussions, documentation or correspondence which might be taken to represent such matters.

2.7 Notwithstanding any other term of the Conditions, no such term or provision shall serve to limit or exclude any liability for fraud or fraudulent misrepresentation including any rights afforded to the Buyer as a consumer (if applicable) or for any other matter which the Seller is not lawfully permitted to limit or exclude liability for including any rights afforded to the Buyer as a consumer (if applicable).

2.8 No employee, agent or officer of the Seller is authorised to agree to any variation of the Conditions or to agree to the supply of Goods by the Seller otherwise than on the basis of the Conditions. Any variation to the Conditions (including any special terms and Conditions agreed between the parties) shall be inapplicable unless agreed in writing by a director or duly authorised employee of the Seller.

2.9 Any advice, recommendation or representation given by the Seller or its employees or agents whether as to the storage, application, use of the Goods or otherwise which is not subsequently confirmed in writing by the Seller as an express warranty to be relied upon by the Buyer shall form part of any contractual terms between the parties and any reliance upon such statements shall be entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice, recommendation or representation which is not so confirmed in writing to the Buyer.

3 CANCELLATION/SUSPENSION OF DELIVERIES

3.1 Once the contract is formed, no cancellation or return of Goods by the Buyer is permitted except otherwise expressly permitted in the Conditions or where expressly agreed by the Seller in writing, such agreement being at the Seller's sole discretion.

3.2 The Buyer will in the event of agreed cancellation or return of Goods by the Buyer, pay the Seller's standard cancellation, and return charges in consideration for the Seller's agreement to cancel the order or otherwise accept return of the Goods in question. In addition, the Buyer shall fully indemnify the Seller fully against all charges, costs, and losses (including loss of profit) which it sustains as a result of the cancellation or return of Goods whether by agreement of the Seller or otherwise and any certification by the Seller as it amounts of charges, costs and losses shall be final and agreed save in the case of fraud or manifest error.

3.3 The Seller may without prejudice to its other rights, suspend or cancel further deliveries of Goods or supply of services under any contract between the parties, if the Buyer shall fail to make payment of any sum on its due date for payment or if the Buyer shall become insolvent or have any form of insolvency proceedings or action (whether or not involving the intervention of a court) taken against it, including (but without limitation any receivership, petition or order for administration, winding up or bankruptcy, any proposal for or voluntary arrangement with creditors or proposal to compound with creditors, or any procedures similar to any of them under the laws of England or any other jurisdiction whatsoever). In such circumstances the Seller shall be entitled to immediate payment from the Buyer of a proportionate part of the price in respect of all Goods already delivered, manufactured, produced, or prepared for the Buyer together with an amount representing anticipated further losses (including profit and indirect or consequential loss) sustained or to be sustained due to such suspension or cancellation, in each case as certified by the Seller.

3.4 The Seller may suspend or cancel any contract for the supply of Goods if at any time the Price under the contract taken together with all other sums owing by members of the Buyer's Group exceeds the credit limit set for the Buyer by the Seller, whether or not such credit limit has been expressly agreed to by the Buyer.

3.5 The Seller may without prejudice to its other rights, where the Buyer refuses, is unable or fails to take delivery of Goods by the dates specified by the Seller in the Contract to which the Conditions apply, or where no date or timescale is specified within a reasonable period either:

3.5.1 put the Goods into the Seller's stock at the Buyer's risk and expense and submit an invoice for payment by the Buyer as though the Goods had been delivered on the date when they were transferred into the Seller's stock; or

3.5.2 sell or offer to sell the Goods or any part of them to other interested parties; and

in either case, the Seller shall be entitled to recover from the Buyer as liquidated damages the amount of gross profit foregone by the Seller on the sale to the Buyer as certified by the Seller on the basis of the price that would have applied at the date for delivery.

3.6 If any of the Goods returned to the Seller's stock or otherwise agreed for sale pursuant to clause 3.5 are not sold within a period of 90 days or on sale realise less than their full cost to the Seller (including a pro-rata proportion of fixed and variable overheads) within that time, the Seller may recover from the Buyer in addition to gross profit as liquidated damages, such amount of its costs not recovered as certified by the Seller. Upon payment of all sums certified as due to the Seller, the Buyer shall be entitled to any Goods which have not been

disposed of by sale within the 90-day period.

4 PRICE AND PAYMENT

4.1 Unless otherwise stated, the Price which is payable for the Goods shall be the Seller's quoted price and confirmed by its acceptance of the Buyer's order, or, if higher or if no such quotation was given, the price freely offered by the Seller at the date of delivery of the Goods. The price and any fees, costs and disbursements are exclusive of all taxes (including value added taxes) which shall be due at the rate ruling on the date of the Seller's invoice.

4.2 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 5% above Bank of Scotland plc's base rate from time to time in force but at 5% a year for any period when that base rate is below 0% and shall accrue at such a rate after as well as before any judgment. Such interest being deemed to accrue and be compounded on a daily basis from the due date for payment. The parties also expressly agree that the Seller reserves the right to elect to claim as an alternative, interest, and charges in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).

4.3 Payment is due 30 days following the date of invoice, although the Seller may require the Buyer to pay within a shorter time period at any time by written notice. Time of payment shall be of the essence for all contracts for the supply of Goods or Services by the Seller. If this clause is not complied with, the Seller reserves the right to require payment by pro-forma invoice, and to appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other contract) as the Seller may deem fit.

4.4 The Seller reserves the right to grant, refuse restrict or cancel credit terms at its sole discretion and on notice to the Buyer.

4.5 In the event of non-payment of any account as and when it falls due, whether such payment relates to the same or any other contract entered into by the Buyer, the entire balances outstanding upon the Buyer's various accounts with the Seller (including accounts due for Goods supplied but not yet invoiced) will become immediately due and payable.

4.6 No disputes arising under any contract for the supply of Goods or services by the Seller, including in respect of unforeseen duly shall interfere with prompt payment by the Buyer.

4.7 The Buyer shall not set up against the Seller any breach of warranty or condition (express or implied) in diminution or extinction of the price and Section 53(1) (a) of the Sale of Goods Act 1979 is hereby excluded.

4.8 The Buyer shall not be entitled to withhold, deduct, or set off against any sum payable to the Seller any amount or claim whatsoever, including but without limitation in respect of any loss or damage which the Buyer alleges that it has sustained due to any act or default of the Seller or its agents or employees. In particular but without limitation, the Buyer may not set off any amount of loss or damage arising from alleged defects in any Goods.

4.9 Unless otherwise stated, all quotations are based on current cost of material and transport and the Seller reserves the right at its sole discretion at any time prior to delivery of the Goods to adjust the price to take account of any increase in costs to the Seller of goods, or services, or raw materials, labour or other inputs used in the production, manufacture or supply of the Goods, to take account of any increase in taxation, levies or duty payable and any relevant currency fluctuations.

4.10 Quotations may be withdrawn by the Seller at any time and if not shall lapse 30 days from their date of issue.

4.11 Quotations are based on deliveries at full capacity in respect of carriage, loads and vehicles and shall otherwise be subject to surcharge when this is not the case.

5 THE GOODS

5.1 Whilst the Seller shall seek to avoid variations of shades and sizes in Goods delivered, the Seller neither guarantees nor warrants that such variations will not occur or that the Goods will conform to any sample previously provided whether as to quality, colour or otherwise. By the nature of the Goods supplied, a larger variance in size, shape, colour, texture and general quality should be expected when re-claimed stone products are supplied compared to other products such as freshly quarried or processed product.

5.2 The Seller aims to regularly review the specification and design of its product range and whilst care is taken to see that literature produced by the Seller is up to date on the date of its production, such literature should not be regarded as an absolute guide to current specification or form any type of warranty, assurance or representation in respect of Goods to ordered or delivered and the Seller reserves the right to modify any of its products without notice and without any liability on the Seller.

5.3 The Seller may from time to time make changes in the specification of the Goods which are required to comply

with any applicable safety or statutory requirements, without notice and without any liability on the Seller.

6 WARRANTIES

6.1 The Seller gives no warranty, representation, or assurance as to the suitability of any Goods when incorporated, whether by or on behalf of the Buyer, or by anyone else, into other products or materials.

6.2 The Seller warrants that it has title to and the unencumbered right to sell the Goods.

6.3 All implied terms, conditions and warranties relating to the quality and/or fitness for purpose of the Goods or any of the Goods are excluded.

6.4 There shall be no term implied in respect of the sale of the Goods or incorporated into the Contract:

6.4.1 as to any compliance of the Goods with any sample or descriptive material except as identified specifically in the Seller's quotation or order confirmation, and section 13 and 15 of the Sale of Goods Act 1979 and section 3 of the Supply of Goods and Services Act 1982 are hereby excluded.

6.4.2 as to the quality of the Goods, and section 14(2) of the Sale of Goods Act 1979 and section 4(2) of the Supply of Goods and Services Act 1982 are hereby excluded; and

6.4.3 as to the fitness or suitability of the Goods for any or any particular purpose, and section 14(3) of the Sale of Goods Act 1979 and section 4(5) of the Supply of Goods and Services Act 1982 are hereby excluded.

6.5 Any claim regarding the quality of the Goods or any alleged defect in any Goods shall be dealt with in accordance with clause 11.2.

6.6 The Buyer expressly acknowledges that for all purposes the ability and expertise of the Buyer in evaluating any description of or information as to the Goods is equal to that of the Seller and the Buyer has not relied on the skill and judgement of the Seller in selecting the Goods for any purpose.

6.7 The Seller undertakes no responsibility for the suitability of sites or foundations or for supports of any nature, or for compliance with any local bylaws or statutory regulations with regard to the Goods, or for the fulfilment of any special requirements which the Buyer may be bound to observe or fulfil.

6.8 If Goods are made or amended to any specification, instruction, information, or design supplied by the Buyer or any third party on behalf of the Buyer, then the suitability and accuracy of that specification, instruction, information, or design will be the sole responsibility of the Buyer and the Seller shall have no responsibility to verify it for suitability or accuracy. In such circumstances, the Buyer fully indemnifies the Seller against any infringement of any patent, design right, registered design, trademark, trade name, copyright or other intellectual property right arising from the sale and/or supply of Goods which may be so infringing and any loss, damage, or expense the Seller may incur because of any such infringement or alleged infringement in any country.

7 DELIVERY

7.1 Delivery dates are given as accurately as possible but while every reasonable effort will be made to comply with such date's compliance is not guaranteed and the Seller shall not be liable for any loss whatsoever or howsoever arising caused by otherwise than on the delivery date give or prepared to the Buyer. Time of dispatch or delivery of the Goods is not of the essence and a delay in delivery will not entitle the Buyer to treat the Contract as repudiated or to claim damages.

7.2 Where the price includes delivery to site, such delivery will be at the nearest point via and on a hard road suitable for heavy goods vehicles and without prejudice to the aforementioned, where any personnel or vehicles are required to access or transit onto private property in the course of delivery, unloading or unpacking the Goods, the Buyer shall be responsible for any such access or entry onto property and liable for any accident or damage howsoever caused.

7.3 The Seller may refuse to deliver the Goods to any location where access is considered by it to be unsuitable for the safe passage of vehicles, materials, or personnel. Where delivery is made to the Buyer's premises the Buyer will indemnify the Seller against any loss suffered during unloading or as a result of the access way being unsuitable. If the Buyer does not advise the Seller of any access restrictions and it transpires that the vehicle delivering the Goods is unsuitable and/or the access is restricted causing the delivery to be delayed due to the Buyer failing to disclose the restricted access, the Seller shall not be liable and may at its discretion levy additional costs of chargers to the Buyer.

7.4 Where Goods are delivered to the Buyer, the Buyer shall be responsible for unloading such Goods unless the Seller has expressly agreed on the face of its quotations or order acceptance to be responsible for unpacking and unloading the Goods. Where Goods are collected by the Buyer at the Seller's premises, the Seller will load the Buyer's vehicle, subject to such vehicle being satisfactory, in the reasonable opinion of the Seller.

7.5 The Seller allows one hour for off-loading vehicles and if a vehicle is detained in excess of this time the Seller reserves the right to levy additional costs or charges on the Buyer.

7.6 All prices in respect of delivery of Goods are for delivery on normal working days and during working hours (being 09:00 – 17:00, Monday to Friday excluding Bank Holidays). Any delivery made at the Buyer's request on public holidays, weekends and outside normal working hours will be subject to additional costs or charges for the Buyer.

7.7 If the Buyer fails to accept delivery of Goods on the delivery date or within 3 days of notification that they are ready for dispatch whether prior to or after the delivery date, the Seller reserves the right to invoice the Buyer for the Goods and charge the Buyer reasonable redelivery, storage, and demurrage costs as applicable until the Goods are either dispatched to the Buyer or disposed of elsewhere. In addition, the Buyer shall fully indemnify the Seller against all charges, costs and losses sustained by it as a result of continuing to store and attempting to redeliver such Goods and the Seller's certification as to the amount of such amounts shall be final, save in the care of fraud or manifest error.

7.8 The Seller shall be entitled to deliver the Goods by instalments and where the Goods are so delivered, each delivery shall constitute a separate Contract and may issue a valid and payable invoice in respect of each instalment. Any failure by the Seller to deliver any one or more of the instalments in accordance with the Conditions or any claim by the Buyer in respect of any one or more instalments, shall not entitle the Buyer to treat any other related contracts as between them repudiated.

7.9 Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) by any given date, the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered within 3 months of the delivery date given to the Buyer in its quotation, order acceptance and subsequently agreed between the parties.

7.10 Carriage is chargeable on all dispatches of Goods where the Seller undertakes delivery. When the Buyer requests delivery by a specific carrier any difference in cost between the Seller's normal method of carriage and that requested will be payable by the Buyer.

8 ACCEPTANCE AND INSPECTION/SHORTAGES

8.1 The Buyer shall be deemed to have accepted Goods, 72 hours of delivery and accordingly, the Seller shall not be liable for any claim in respect of defect, damage, or quality if notice is not received within such period and reasonable evidence in respect of such claim provided within 72 hours following such notice being received.

8.2 The Buyer shall accept delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity ordered provided that any such discrepancy shall not exceed 5% of the aggregate amount and the price shall be adjusted pro-rata to the Seller's satisfaction.

8.3 Without prejudice to clause 8.1, the Seller shall have no liability for any damage or shortages in quantity that would be apparent on careful inspection by the Buyer unless written received by the Seller within seven days of delivery detailing the alleged damage or shortage and the Seller is allowed access to inspect the affected Goods before any use is made of them.

8.4 Subject to clause 8.3, the Seller shall make good any shortage in the Goods for which it is responsible and where appropriate repair or at its option replace any Goods damaged during loading or unloading by the Seller, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

9 TITLE & RISK

9.1 Risk of damage or loss of the Goods shall pass to the Buyer in the case of Goods to be delivered at the Seller's premises, at the time when the Goods leave the dispatching premises of the Seller (or of the Seller's supplier if delivery is to be made directly to the Buyer) regardless of whether they remain on the Seller's vehicles or not, or in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery.

9.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of the Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the Price and all amounts owed in respect of the Goods for which payment is then due and there are no other amounts then outstanding from the Buyer to the Seller in respect of other Goods supplied by the Seller.

9.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall: (a) hold the Goods as the Seller's fiduciary agent and bailee; (b) shall keep the Goods separate from those of the Buyer and third parties so that they remain readily identifiable as the Seller's property; (c) not remove, deface or obscure any markings on the Goods or their packaging which identifies the Goods as the Seller's property; (d) make clear in any of its asset registers or records that the Goods are not the property of the Buyer but belong to a third party; and (e) maintain

those Goods in a safe and satisfactory condition and keep them insured against all usual risks for their full price. Until that time the Buyer shall be entitled to resell or use the Goods in the course of its business, provided the Buyer has not lost its power of sale under clause 9.4, the Buyer may resell on an arm's length basis (in its own capacity as principal and not as agent for the Seller and for such purposes title to the relevant Goods shall pass from the Seller to the Buyer immediately prior to completion of such onwards sale) or use any Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

9.4 The Buyer's power of sale and use under this clause 9 shall automatically cease if the Buyer becomes insolvent or suffers any form of insolvency proceedings or action (whether or not involving the intervention of the court) against it (including but without limitation any receivership, petition or order for administration, winding up or bankruptcy, any proposal for or voluntary arrangement with creditors or proposal to compound with creditors, or any similar procedures under the laws of England or any other jurisdiction) and in such circumstances the Buyer shall notify any manager, receiver or insolvency practitioner that the Goods do not belong to the Buyer but are the property of the Seller. The power of sale and use shall also be determinable at any time on notice by the Seller to the Buyer.

9.5 Until such time as the property in the Goods passes to the Buyer (and provided that the Goods are still in existence and have not been resold):

9.5.1 the Buyer shall allow the Seller or its authorised representatives on request access to any premises where any Goods in respect of which title has not passed to the Buyer may be stored (or in the case of any premises not under the control of the Buyer, shall procure that such access is granted for the Seller or its authorised representatives) for the purposes of inspecting those Goods and verifying the compliance by the Buyer with its obligations under this clause 9 and/or where the Buyer's right of possession of those Goods has ended, for the purposes of securing recovering those Goods;

9.5.2 the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or of any third party where the Goods are stored and repossess the Goods.

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

9.7 The Seller shall be entitled to take action for payment of the Price notwithstanding that property in any of the Goods has not passed from the Seller.

10 DESIGN

10.1 Any design, calculations, data, drawings, or other materials (the "Materials") produced by the Seller whether specifically for the Buyer or not shall belong to the Seller together with all copyright, design rights and other intellectual property rights related to them. Subject to payment in full of all amounts owing to the Seller, the Buyer shall have a non-exclusive licence to use the Materials only in relation to the specific project in respect of which the Materials were prepared or supplied by the Seller. The licence shall only allow the use of the Materials, provided the Buyer purchases from the Seller all of the Goods or materials set out in or required or described by or in the Materials that the Seller is in the business of supplying.

10.2 The Seller shall not be liable for any use by the Buyer or its nominees of any drawings and other documents for any purposes other than those for which they were originally prepared by the Seller.

11 LIABILITY

11.1 The prices charged for the Goods are based strictly on the limitations and exclusions of the Seller's liability specified in the Conditions. Should the Buyer before accepting the Seller's offer wish to obtain higher limits of liability or varied exclusion terms, the Seller should be approached for an alternative quotation as it may be prepared to consider this in consideration for an increase to the Price originally quoted but no such discussion shall result in variation to the Conditions unless and until agreed to by the Seller in accordance with clause 2.

11.2 The Seller agrees that if any defect covered by this clause 11.2 is discovered during the period of 12 months commencing with the date of dispatch, the Seller will at its option replace or repair the Goods as necessary. This

clause 11.2 only covers defects in the Goods (or their packaging or instructions) which render them non-compliant with the Seller's or their manufacturer's design and specifications which have been incorporated into the Contract with the Buyer in accordance with the Conditions. It does not cover defects caused by:

- (i) abnormal storage, working conditions, use, misuse, neglect or accident, fair wear and tear;
- (ii) any failure by the Buyer or any third party to follow the Seller's oral or written instructions as to the storage, handling and use of the Goods and/or any failure to follow good trade practice regarding the same;
- (iii) any alteration to the Goods made by the Buyer or any third party; and/or
- (iv) other matters which are excluded or restricted by the Conditions including, without limitation, clause 6.

11.3 The Buyer cannot claim (and shall be deemed to have waived) the benefit of clause 11.2 unless it informs the Seller of the relevant defect in writing within 30 days of discovering it or within 30 days of when it is notified to the Buyer by any third party (provided in each case it was discovered within the time described in clause 11.2). The Buyer must ensure that the Seller is afforded a reasonable opportunity to inspect the Goods in order to claim the benefit of clause 11.2.

11.4 The remedies provided by clause 11.2 shall be in place of all other claims for damages or loss or compensation arising from or related to defects in, or non-compliance with the contract of the Goods or any aspect of them.

11.5 The Seller shall have no liability in tort or for non-fraudulent misrepresentation arising from or related to any aspect of the contract or its performance or from events or statements prior to the making of the contract.

11.6 The Seller shall not be liable for any consequential or indirect loss suffered by the Buyer whether this loss arises in contract or tort or in other way (including without limitation from non-fraudulent misrepresentation).

11.7 The Seller shall in no event (whether in contract, tort or otherwise whatever including non- fraudulent misrepresentation) be liable for:

- 11.7.1 loss of profits or anticipated profits;
- 11.7.2 loss of anticipated savings;
- 11.7.3 loss of or interruption to production;
- 11.7.4 delay to other works;
- 11.7.5 delay in the completion of any project or works;
- 11.7.6 damage to reputation;
- 11.7.7 increased costs of working;
- 11.7.8 liability to pay compensation or damages to third parties;
- 11.7.9 distress of end customers;
- 11.7.10 loss of enjoyment of end customers;
- 11.7.11 administrative or management costs or time used in dealing with the issues relating to defective product;
- 11.7.12 any overloading of vehicles of the Buyer or its hauliers; and

each of the above sub-clauses shall be read as an independent term where the introductory wording forms part of each sub-clause.

11.8 The Seller's total aggregate liability to the Buyer arising from or related to each Contract in respect of any and all claims (whether arising in contract, tort or otherwise whatsoever and including without limitation non-fraudulent misrepresentation) shall not exceed £25,000 or five times the Price payable by the Customer under the Contract in question, whichever is the greater, up to a maximum aggregate of £500,000 (five hundred thousand pounds).

11.9 Notwithstanding any other provision of a Contract the Seller does not seek to limit or exclude in any way its liability for death or personal injury caused by negligence; for fraud or fraudulent misrepresentation; in respect of any breach of any condition implied under section 12 of the Sale of Goods Act 1979; defective products under the Consumer Protection Act 1987 (if applicable) and/or for any other matter or liability which cannot be lawfully limited or excluded. Each provision of the Conditions and of any Contract shall be read as subject to this clause 11.9 and no provision of the Conditions or any Contract is intended to nor shall be interpreted as seeking to limit or exclude any of the foregoing types of liability.

11.10 Each provision of the Conditions is to be treated as separate and independent.

11.11 Where Goods are supplied to the Buyer located in, or for delivery in another country outside the UK, there

shall be no term of the relevant Contract, whether express or implied, that the Goods will be suitable for the conditions (or some of them) within or will comply with any legal requirements of such other country, and the Buyer agrees to rely entirely on its own assessment and enquiries in this respect.

11.12 Notwithstanding any other provision of a Contract, save exclusively for clause 11.9, the Seller shall not be liable to any extent for any claim of any description related to any Contract or the Goods, or to the terms or circumstances or statements surrounding their supply, brought against the Seller at any time after two years from the date of the first invoice in respect of the Goods.

11.13 The Buyer fully indemnifies the Seller against any claim (including any legal or other costs incurred by the Seller defending such a claim) made by a third party against the Seller in respect of which liability is excluded or limited as between the Seller and the Buyer under the Conditions and in any event arising from or related or connected to:

11.13.1 the Goods, including their packaging and instructions (or any part of them); or

11.13.2 any other matter.

11.14 To the extent not otherwise excluded or limited under the Conditions, the Seller's liability to the Buyer whether contractual, in tort and/or for any breach of statutory duty or otherwise shall in all events be limited to that proportion of the Buyer's losses which it would be just and equitable to require the Seller to pay having regard to the extent of the Seller's responsibility for the same on the following assumptions, namely that:

11.14.1 all other consultants, contractors, sub-contractors, and suppliers in respect of any project for which the Goods are purchased have provided contractual undertakings to the Buyer that they have exercised and shall continue to exercise all reasonable skill and care in the performance of their services in connection with the said project and that they have and will supply goods and materials that comply with their contracts; and

11.14.2 any such other consultants, contractors, sub-contractors, and suppliers have paid to the Buyer such proportion of the losses which it would be just and equitable for them to pay having regard to the extent of their responsibility for the Buyer's losses.

12 INSOLVENCY OF BUYER

12.1 If the Buyer fails to make payment for the Goods in accordance with the Contract or commits any other breach of Conditions or if any distress or execution shall be levied upon any of the Buyer's property or the Goods or if the Buyer offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Buyer or the Buyer is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Buyer (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented or if a receiver administrator administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if the Buyer shall suffer any analogous proceedings under foreign law or if any such matter as provided for in this clause is reasonably apprehended by the Seller all sums outstanding in respect of the Goods shall become payable immediately.

12.2 The Seller may also in its absolute discretion, and without prejudice to any other rights which it may have, exercise any of its rights pursuant to clause 9 above.

13 HEALTH & SAFETY

13.1 The Buyer shall ensure that the Goods are offloaded, located, and used properly and responsibly in accordance with the Health and Safety at Work Act 1974 and all other laws, statute, regulations, or codes of practice, which are applicable.

13.2 The Buyer is solely responsible for the removal and disposal of any packaging in respect of the Goods.

14 FORCE MAJEURE

14.1 The Seller shall not be liable for any failure to deliver Goods arising from circumstances outside the Seller's control.

14.2 Non-exhaustive illustration of such circumstances would be an act of God, war, riot, explosion, imposition of tariffs, sanctions, import or export restrictions, embargo, abnormal weather conditions, epidemic, pandemic, fire, accident, flood, drought, strikes, lockouts, Government action or regulations (UK or otherwise) non-performance by suppliers or sub-contractors, suppliers, shortage, or interruption in supply of materials, utility services, labour, or manufacturing facilities.

14.3 If the circumstances preventing delivery are still continuing three months after the said circumstances have arisen, then either party may give written notice to the other cancelling the contract and neither party shall be

under any further liability to the other except that the buyer shall be liable to pay the contract price less a reasonable allowance for what has not been performed by the Seller.

15 SALES DOCUMENTATION AND TECHNICAL DATA

15.1 No information or expression of opinion contained in any catalogues, technical circulars, pricelists and other literature or material published on the Seller's or any other website shall give rise to any liability whatsoever for the Seller, whether in contract, tort, misrepresentation or otherwise save that the foregoing shall not act so as to limit or exclude any liability for fraud or fraudulent misrepresentation or for any other matter which the Seller is not lawfully permitted to limit or exclude liability for.

15.2 Unless otherwise expressly agreed in writing by the Seller, any samples provided and/or technical details issued by the Seller are merely indicative of the type of Goods to be supplied and shall not constitute any representation, warranty, or term of the Contract as to colour, composition, quality, fitness for any purpose, or compliance with such sample or technical details.

16 PACKAGING AND HANDLING

16.1 Any packaging supplied with the Goods is intended for delivery to the Buyer and is not intended for onward transportation purposes and the Buyer is responsible for any subsequent movement of the Goods and any necessary packaging in that regard. If the Buyer supplies packaging materials to the Seller it shall be solely responsible for the suitability and safety of such packaging and shall be responsible for any loss or damage arising out of the Seller's use of such packaging.

16.2 Goods will, unless otherwise agreed in writing between the Seller and the Buyer, be packaged in a manner that the Seller deems reasonably suitable for the method of delivery to be adopted. The Buyer will not be entitled to reject Goods on the basis of defective or inadequate packaging.

17 NOTICES

17.1 Any notice to be given under any Contract shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its registered office address or such other address as the party may from time to time notify in writing in accordance with this clause 17.1 and shall be deemed to have been served, if sent by post, 48 hours after posting. If there is no registered office or notified address for the Buyer then the Seller may serve notice to any address where the Buyer has corresponded from.

17.2 Any notice to be given under any contract shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its registered office address or such other address as the party may from time to time notify in writing in accordance with this clause 17.1 and shall be deemed to have been served, if sent by post, 48 hours after posting. If there is no registered office or notified address for the Buyer then the Seller may serve notice to any address where the Buyer has corresponded from.

18 COMPLIANCE WITH LAWS AND POLICIES

18.1 The Buyer shall and shall procure that each member of its Group comply with all applicable laws, statutes, regulations and codes from time to time in force and all Mandatory Policies ("Relevant Requirements").

18.2 Without prejudice to the general obligations under clause 18.1 the Buyer shall:

18.2.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

18.2.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

18.2.3 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and

18.2.4 promptly report to the Seller any request or demand for any undue financial or other advantage of any kind received by the Buyer in connection with the performance of any contract.

19 GENERAL

19.1 Unless otherwise agreed in writing where Goods are to be exported from the UK, payment shall be in Sterling in all export contracts unless agreed otherwise in writing payment shall be made prior to dispatch of the Goods.

19.2 When payment is made by agreement in a currency other than Sterling, the sum payable shall be increased, in order to maintain the value of the payment when converted to Sterling, by the percentage of any depreciation of the payment currency against Sterling (as quoted by the Seller's principal bankers) which has arisen between

the date of the Contract and the date when payment is due (or if later the date when payment is actually made).

19.3 The Seller will be responsible for obtaining any necessary United Kingdom export licence and the Buyer will be responsible for obtaining all necessary licences which it may require to enable it to import and use the Goods and the Buyer shall not be discharged from its obligations hereunder by any total or partial prohibition on import or by the refusal or non-availability of any import licence or by the imposition of any conditions or restriction upon the grant of such licence.

19.4 In the event of the Buyer failing to obtain the necessary licences on or before the date of dispatch of the Goods by the Seller, the Seller shall be entitled (at its option and without prejudice to its other rights) to deal with the Goods as set out in clause 3.5.

19.5 The Seller and the Buyer are with respect to each other independent contractors and nothing in any contract and no actions taken by the parties under any contract shall be deemed to constitute any agency, partnership, association, joint venture, or other co-operative enterprise between the parties.

19.6 The headings of these clauses are for convenience only and shall have no effect on the interpretation.

20 WAIVER, RIGHTS AND REMEDIES

20.1 No waiver by the Seller of any breach of a contract for the sale of Goods by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision or contract.

20.2 Save in respect of any rights or remedies which may not be lawfully limited or excluded, the rights and remedies which are available to the Buyer under the Conditions are the exclusive rights and remedies available to the Buyer and are exclusive of any other rights or remedies which might otherwise be implied or available to the Buyer as a matter of general law. Any right or remedy available to the Seller under any contract is not exclusive and the exercise by the Seller of any right or remedy shall be without prejudice to the exercise of any other right or remedy which may be available to the Seller whether under any contract and/or as a matter of general law. The rights and remedies of the Seller shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Seller nor by any failure of or delay by the Seller in asserting or exercising any such rights or remedies.

21 SEVERANCE

21.1 Any provision of a Contract which is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision of that Contract which will remain in full force and effect. If any such provision would be valid if part of the wording of such provision was deleted then the provision shall apply with such modification as shall make it valid and effective while preserving to the maximum extent its intended effect.

22 ASSIGNMENT

22.1 Each contract is personal to the Buyer and the Buyer shall not assign, novate, or transfer any of its rights or obligation under it without the Seller's prior written consent.

22.2 The Seller may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under any Contract.

23 NO SET OFF

23.1 The Buyer may not withhold payment of any invoice or other amount due to the Seller by reason of any right of set-off or counterclaim which the Buyer may have or allege to have or for any other reason whatsoever.

24 GOVERNING LAW & JURISDICTION

24.1 The Conditions, any Contract and any dispute or claim arising out of or in connection with the same or their respective subject matter or formation (including any non-contractual disputes or claims) shall be governed by English Law and any dispute or action arising out of the Conditions, any Contract or related to the substance of or otherwise in connection with the same shall be subject to the exclusive jurisdiction of the English Courts save that the Seller may at any time at its option and whether in relation to one or more matters of dispute or actions bring proceedings against the Buyer in any state or territory that the Seller chooses and which accepts jurisdiction.

24.2 Nothing in the Conditions or any Contract shall be treated as limiting the right of the Seller to proceed to enforce any judgment or order or award in any other jurisdiction as it may in its discretion determine, nor shall the taking of proceedings or enforcing any judgment or order or award in one or more jurisdictions preclude the Seller from taking proceedings or enforcing any judgment or order in any other jurisdiction whether concurrently or not.