

TERMS AND CONDITIONS OF SALE

Please read these terms carefully, as they set out our and your legal rights and obligations in relation to the Products.

1. DEFINITIONS AND INTERPRETATIONS

1.1. In these Terms:

- a) "Contract" means a contract between the parties for the sale and supply of Products entered into in accordance with Clause [3];
- b) "Customer" means the customer for the Products as specified by IPEC LTD;
- c) "Days" means clear working days as recognised in England and Wales being Monday – Friday, excluding National or "Bank" Holidays, unless expressly stated otherwise;
- d) "Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including but not limited to industrial disputes affecting any third party, government restrictions, disasters, power failures, explosions, fires, floods, riots, terrorist attacks, insurrection and wars);
- e) "Prices" means the Supplier's standard list prices for the Products as sent by the Supplier to the Customer (where a written quotation has been supplied);
- f) "Products" means the products which may be or are purchased by the Customer from the Supplier under these Terms (details of which are set out at www.ipec.co.uk);
- g) "Supplier" means IPEC Limited, a limited company incorporated in England and Wales, (registration number 03123703) having its registered office at 2nd Floor, St George's House, 56 Peter Street, Manchester, England, M2 3NQ.;
- h) "Terms" means these terms and conditions of supply which are outlined herein.

1.2. The ejusdem generis rule is not intended to be used in the interpretation of these Terms; it follows that a general concept or category utilised in these Terms will not be limited by any specific examples or instances utilised in relation to such a concept or category.

1.3. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Contract. Words used in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

2. THESE TERMS

2.1. These Terms contain only conditions upon which the Supplier will deal with the Customer, and they govern all Contracts to the exclusion of all other terms and conditions.

3. CONTRACTS

3.1. Where a written quote is supplied, each written quotation for the supply of Products is given by the Supplier to the Customers will be deemed as an offer by the Supplier to supply Products to the Customer subject to these terms

3.2. In order for a contract to come into force:

- a) The Supplier must Submit a written quotation to the Customer; and
- b) The Customer must send to the Supplier its written acceptance of that quotation, together with its written acceptance of these Terms, within 60 Calendar Days of the issue of the quotation;

And upon receipt by the Supplier of Customers written acceptance of the quotation in accordance with this Clause [3.2] a Contract will come into force between the parties.

- 3.3. Where a written quote is not supplied, each order for Products given by the Customer to the Supplier will be deemed as an offer by the Customer to purchase Products from the Supplier subject to these Terms.
- 3.4. In order for a Contract to come into force:
- a) The Customer must submit an order to the Supplier and must give to the Supplier its express written acceptance of these Terms; and
 - b) The Supplier must send to the Customer an order confirmation.
- And upon issue of an order confirmation to the Customer by the Supplier in accordance with this Clause [3.4] a Contract will come into force between the parties.

4. DELIVERY

- 4.1. Unless otherwise agreed in writing:
- a) All products shall be delivered Ex Works (incoterms 2010) to the Supplier's facility in Manchester England, whereupon title of ownership and risk in the Products shall be passed to the Customer (subject to fulfilment of obligation under Clauses [5] and [6] of this Contract).
 - b) The Customer shall be solely responsible for arranging loading, carriage, transport, unloading and insurance for the Products under the Contract.
 - c) The Customer shall be solely responsible for paying the costs relating to loading, carriage, transport, unloading and insurance of the Products.
 - d) The Customer shall be solely responsible for paying the cost of all taxes, duties, charges and fees, encumbered against the Products by a taxing authority or duly authorised entity.
 - e) The Customer shall provide the Supplier with evidence of export within 10 days of collection of the products;
- 4.2. The Customer accepts full liability for any damage to or loss of the Product after delivery, accepting that upon delivery the Products were of a free from defect and of a merchantable quality.
- 4.3. If the parties agree that delivery of the Product under the Contract will be by instalments, each instalment will constitute part of a single Contract, and not separate Contracts
- 4.4. Upon receipt of the Products, the Customer must inspect the Products.
- 4.5. Any date or dates related to the delivery of the Products agreed by the Supplier as part of this Contract will not be of the essence to the Contract.
- 4.6. If the Customer fails to arrange the collection of the Products on or by the date agreed in the relevant Contract per Clause [4.1] the Supplier may either (at its discretion):
- a) Store or arrange to store the Products and request the Customer to reimburse the cost associated with such storage, including but not limited to, loading, carriage, transport, unloading, insurance and storage of the Products;
 - b) Make arrangements for the collection of Products on behalf of and at the expense of the Customer; or
 - c) After 28 calendar days, resell or otherwise dispose of part or all of the Products and charge the Customer for any shortfall below the Price of the Products.

5. TITLE

- 5.1. Legal and equitable title of the Products will pass from the Supplier to the Customer upon the later of:
- a) Delivery of the Products; and
 - b) Receipt by the Supplier of all amounts due from the Customer to the Supplier under any Contract.
- 5.2. Until title to the Products has passed to the Customer from the Supplier:
- a) The Customer will hold the Products as a fiduciary agent and bailee of the Supplier;
 - b) The Customer will: (i) store the Products in a sure, safe, dry and clean environment separately from all other products and goods; (ii) ensure that the Products are easily identifiable as belonging to the

Supplier; (iii) not deface, destroy, alter or obscure any identifying marks on the Products or their packaging; (iv) ensure that no charge, lien or other encumbrance is created over the Products; and (v) deliver up the Products to the Supplier on demand.

- 5.3. The Supplier shall be entitled without further notice to inspect or recover possession of any Products to which it retains title; and the Customer grants to the Supplier, its employees and agents an irrevocable licence to enter at any time, any premises where the Products are or may be situated, for the purposes of inspecting or removing any such Products the title in which has remained with the Supplier.
- 5.4. The supplier may bring an action for the Prices of Products, and any other amounts due under a Contract, notwithstanding that title to the Products has not passed to the Customer.

6. PRICES AND PAYMENTS

- 6.1. The Supplier may issue an invoice for the Prices under a Contract to the Customer at any time after a Contract has come into force with the Customer under Clause [3.2, 3.4] of these terms.
- 6.2. The Customer will pay the Prices to the Supplier within 30 days of the date of issue of an invoice issued in accordance with Clause [6.1].
- 6.3. All amounts are payable under a Contract are inclusive of value-added and other taxes (except where proven exemptions apply) which will be payable by the Customer (where applicable).
- 6.4. If a Value-Added Tax exemption has been agreed under Clause [6.3] and relevant proof has not been provided per Clause [4.1(b)] the Supplier may:
- Re-issue an invoice inclusive of Value-Added Tax to the Customer, which will require payment immediately on issue to the Customer.
 - Request payment from the Customer to reimburse the actual cost of any sanctions, fines, charges or any other fees levied against the Supplier for the waiver of such Taxes.
- 6.5. If the Customer does not pay any amounts properly due to the Supplier under or in connection with a Contract, the Supplier may:
- Charge the Customer interest on the overdue amount at the rate of 8% per year above the base rate of the Bank of England from time to time (which interest will accrue daily until the date of actual payment, be compounded quarterly, and be payable on demand); or
 - Claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts Regulations 2013.

7. WARRANTIES

- 7.1. The Supplier warrants that:
- The Supplier has (or will have at the relevant time) the right to sell the products;
 - The Products are free from any charge of encumbrance, subject to Clause [5];
 - The Customer shall enjoy quiet possession of the Products, subject to the rights referred to in Clause [7.1(b)];
 - The Products correspond to any descriptions of the Products supplied by the Supplier to the Customer;
 - The Products are of merchantable quality;
 - The Products are fit for any purpose expressly (but not merely impliedly) made known to the Customer by the Supplier before the relevant Contract is made;
 - The Products correspond to any sample of the Products supplied by the Supplier to the Customer and will be free from any defect making their quality unmerchantable, which should not be apparent on reasonable examination of the sample;
 - The Products will comply with all laws, rules, regulations applicable to the marketing and sale of the Products in the United Kingdom.

- 7.2. All of the parties' warranties, liabilities and obligations in respect of the subject matter of each Contract are expressly contained within these Terms or elsewhere in the relevant Contract. Subject to clause [9.1] and to the maximum extent permitted by applicable law, no other terms concerning the subject matter of a Contract will be implied into that Contract or any related contract.

8. COMPLAINTS, CREDITS, AND REPLACEMENTS

- 8.1. If the Customer identifies any damage (not covered by any other Terms of a Contract) or shortages, the Customer must inform the Supplier in writing within 20 Days of receipt of the Products, providing as much detail as reasonably practicable.
- 8.2. The Supplier liability in respect of the Products will cease should:
- a) The Customer fail to provide notice to the Supplier under Clause [8.1]; or
 - b) The Customer makes further use of any such Products after giving notice under Clause [8.1] relating to any damages or shortages.
- 8.3. Supplier will promptly and in any event within 20 Days respond to all reasonable enquires and complaints by the Customer relating to the quality, performance and durability of the Products.
- 8.4. If the Products do not comply with any warranty given by the Supplier under a Contract, the Customer may with prior written agreement of the Supplier return those Products for either (at the discretion of the Supplier):
- a) A full Credit of the price paid to the Supplier for such Products (excluding the original delivery and related charges);
 - b) Replacement Products; or
 - c) A note of Credit in respect of the Price of the Products (to be offset against future purchases from the Supplier)
- 8.5. Products returned under Clause [8.4] must be properly packed and returned to the Supplier at the address confirmed by the Supplier within 30 Days of receipt of the Products by the Customer. Any products returned in contravention of this Clause will not be subject to any credits or replacements and the Customer will continue to be liable for payment of the Price in respect of such Products.

9. LIMITATIONS OF LIABILITY

- 9.1. Nothing in any Contract will exclude or limit the liability of either party for:
- a) Death or personal injury caused by that party's negligence;
 - b) Fraud or fraudulent misrepresentation on the part of that party; or
 - c) Any other liability which may not be excluded or limited under applicable law.
- 9.2. Subject to Clause [9.1] the Supplier's liability to the Customer under or in connection with each Contract, whether in contract or tort (including negligence) will be limited as follows:
- a) The Supplier will not be liable for any: (i) loss of profits, income or anticipated savings, (ii) loss or corruption of any data, database or software, (iii) reputational damage or damage to goodwill, (iv) loss of any contract or commercial opportunity, or (v) indirect, special or consequential (remote or speculative) loss or damage;
 - b) The Supplier will not be liable for any losses arising out of a Force Majeure Event;
 - c) The Supplier's liability in relation to any event or series of related events will not exceed the total amount paid or payable by the Customer to the Supplier under the Contract as far as permitted by applicable law.

10. FORCE MAJEURE EVENTS

- 10.1. Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from a Force Majeure Event;

- 10.2. The party affected by a Force Majeure Event shall use all reasonable endeavours to mitigate the effect of such an event upon the performance of its obligations;
- 10.3. The corresponding obligations of the other party will be suspended to the same extent as those of the party affected by a Force Majeure Event;
- 10.4. If the failure or delay continues for a period exceeding 90 days, either party may terminate or cancel the Contract, as per Clause [11].

11. CONTRACT TERM AND TERMINATION

- 11.1. Each Contract will come into force in accordance with Clause [3], and will continue in force until the earlier of:
 - a) The later completion of: (i) delivery of all Products; and (ii) the receipt by the Supplier of all amounts due to the Supplier under the Contract; and
 - b) The termination of the Contract in accordance with the provisions of this Clause
- 11.2. A Contract may be terminated in the following circumstances:
 - a) Either party may terminate a Contract immediately by giving written notice to the other party if the other party commits any material breach in any of the Contract terms;
 - b) The Supplier may terminate the Contract immediately by giving written notice to the Customer if the Customer fails to pay the Supplier any amount due under Any Contract by the due date for payment; and
 - c) The Supplier may terminate any Contract immediately by giving written notice to the Customer if the Customer fails to arrange collection of the Products by or on the date agreed in the relevant Contract per Clause [4] of these Terms.
- 11.3. Either party may terminate any Contract immediately by giving written notice to the other party if:
 - a) The other party: (i) is dissolved; (ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to pay its debts as they fall due; (iv) is or becomes insolvent or is declared insolvent; or (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - b) An administrator, administrative receiver, liquidator, receiver, trustee, manager or similar entity is appointed over any of the assets of the other party.
 - c) An order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume the obligations of the other party under the Contract).

12. EFFECTS OF TERMINATION

- 12.1. Upon termination of a Contract, all the provisions in the Contract will cease to have effect save that the following provisions of these Terms will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses [1, 5, 6.4, 8, 9, 12, 15].
- 12.2. Termination of a Contract will not affect either party's accrued rights (including accrued rights to be paid, accrued rights to remedy for breach of conditions or warranty) as at the date of the termination.

13. NOTICES

- 13.1. Any notices (other than legal proceedings) to be delivered under this Contract must be in writing and delivered by pre-paid first class post or left by hand delivery at the other party's registered or place of business, or sent by email to the other party's main business email address as notified by the sending party. Notices;

- a) Sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Day and, where posted from or to addresses outside of the United Kingdom, on the tenth Day following the date of posting.
- b) Delivered by hand will be deemed to have been received at the time the notice is left at the proper address; and
- c) Sent by email will be deemed to have been received on the next Day after sending.

14. SEVERABILITY

- 14.1. If any provision of a Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue to be in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted or amended, that part will be deemed to be deleted (or will be amended at the discretion of the Supplier with written consent from both parties), and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties in which case the relevant provision will be deemed as deleted).
- 14.2. If there is a conflict between any provision of this Contract and any applicable legislation (the "Act") the Act will prevail the other provisions of the Contract will continue to be in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted or amended, that part will be deemed to be deleted (or will be amended at the discretion of the Supplier with written consent from both parties), and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties in which case the relevant provision will be deemed as deleted).
- 14.3. In the event that any of the provisions of this Contract is held to be unlawful and/or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the unlawful and/or unenforceable parts had not been included in this Contracts and the remaining provisions had been executed by both Parties subsequent to the expungement of the invalid provision (unless that would contradict the clear intention of the parties in which case the relevant provision will be deemed as deleted).

15. GENERAL

- 15.1. No breach of any provision in a Contract will be waived except with the express written consent of the party not in breach.
- 15.2. Contracts may not be varied except by a written document signed by or on behalf of each of the parties.
- 15.3. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy;
- 15.4. The Supplier may freely assign its rights and obligations under a Contract without the Customer's consent. Save as expressly provided in this Clause or elsewhere in a Contract, neither party may without prior written consent of the other party assign, transfer, charge, license or otherwise disposes of or deal in a Contract or any other rights or obligations under a Contract.
- 15.5. Each Contract is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The Rights of the parties to terminate, rescind or agree any amendments, waiver, variation or settlement under or relating to a Contract are not subject to the consent of any third party.
- 15.6. Subject to Clause [9.1]
 - a) These Terms will constitute the entire agreement between the parties in relation to the subject matter of the Contract and supersede all previous agreements, arrangements and understanding between the parties in respect of the subject matter;



- b) Neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which was relied in entering into a Contract; and
- c) Neither party will have any liability other than pursuant to the express terms of a Contract.

16. GOVERNING LAW AND JURISDICTION

- 16.1. Contracts will be governed by and constructed in accordance with the laws of England and Wales and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with a Contract.