

## UK Industrial Tapes Limited Terms and Conditions of Trading

The Buyer's attention is drawn in particular to the provisions of clause 9.

### 1. Interpretation

#### In these Conditions:

- 1.1 "Buyer" means the person who accepts a quotation or offer of the Seller for the sale of the Goods or whose order is accepted by the Seller;
- 1.2 "Goods" means the goods (including any instalment of the goods or any parts of them) which the Seller is to supply pursuant to the Contract;
- 1.3 "Seller" means UK Industrial Tapes Limited (registered in England and Wales under number 3319765), and includes where relevant its trading styles of USA Glazing Tapes, POS Tapes and Stix2;
- 1.4 "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller (including terms within any Order Acknowledgement form of the Seller);
- 1.5 "Contract" means the contract for the purchase and sale of the Goods;
- 1.6 "Consumer" means an individual acting for purposes that are wholly or mainly outside that individual's trade, business or profession; and
- 1.7 "Writing" includes facsimile transmission, email, and comparable means of communication.
- 1.8 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted, or extended at the relevant time.

The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2 Basis of the Sale

- 2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation or offer of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation or offer is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.
- 2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.
- 2.3 These Conditions, together with the other terms of the offer and acceptance forming the Contract, constitute the entire contract between the parties, and supersede and extinguish all previous contracts, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Buyer acknowledges that in entering into this Contract it does not rely on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5 Any typographical, clerical, or other error or omission in any sales literature, quotation, offer, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

### 3 Orders and Specifications

- 3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by the Seller's authorised representative in writing.
- 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 Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation or offer (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
- 3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the seller's use of the Buyer's specification.
- 3.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or other applicable legal requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- 3.6 The Contract (including any order which has been accepted by the Seller) may not be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify 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.

### 4 Quality

- 4.1 It is the Buyer's responsibility to consider and assess the fitness for purpose of the Goods having regard to the use to which the Buyer intends to put such Goods. The Seller makes no representation or warranty in this regard.

- 4.2 The Supplier warrants that on delivery and for a period of 12 months from the date of delivery (Warranty Period), the Goods shall:
- 4.2.1 conform in all material respects with their description and any applicable specification;
  - 4.2.2 be free from material defects in design, material and workmanship; and
  - 4.2.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979)
- 4.3 Subject to clause 4.4, if:
- 4.3.1 the Buyer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.2,
  - 4.3.2 the Seller is given a reasonable opportunity of examining such Goods, and
  - 4.3.3 the Buyer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost
- the Seller shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. Goods shall not for this purpose be defective to the extent they comply with the warranty in clause 4.2.
- 4.4 The Seller shall not be liable for Goods' failure to comply with the warranty set out in clause 4.2 in any of the following events:
- 4.4.1 The Buyer makes any further use of such Goods after giving notice in accordance with clause 4.3;
  - 4.4.2 The defect arises because the Buyer failed to follow the Seller's (and/or if applicable the manufacturer's) oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
  - 4.4.3 the defect arises as a result of the Seller following any drawing, design or Specification supplied by the Buyer;
  - 4.4.4 the Customer alters or repairs such Goods without the written consent of the Seller;
  - 4.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions or (without limitation) any other matter beyond the Seller's reasonable control; or
  - 4.4.6 The Goods differ from the specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 4.5 Except as provided in this clause 4, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 4.2.
- 4.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 4.7 Where the Buyer enters into the Contract as a Consumer the statutory rights of the Buyer are not affected by these Conditions.
- 4.8 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier

## 5 Price of the Goods

- 5.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of formation of the Contract. Where the Goods are supplied for export from the United Kingdom, the Seller's published export list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
- 5.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the reasonable control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 5.3 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

## 6 Terms of Payment

- 6.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
- 6.2 The Buyer shall pay the price of the goods (less any discount to which the Buyer is entitled) within 30 days of the date of the Seller's invoice, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. Save for such discount (to the extent applicable), all amounts due to the Seller under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 6.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 6.3.1 cancel the contract or suspend any further deliveries to the Buyer;

6.3.2 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer): and

6.3.3 Charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

## **7 Delivery**

- 7.1 The Seller shall deliver the Goods to the location set out in the order or such other location as the parties may agree (Delivery Location) at any time after the Seller notifies the Buyer that the Goods are ready. Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.
- 7.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence. The Goods may be delivered by the Seller in advance of any quoted delivery date upon giving reasonable notice to the Buyer.
- 7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract, which shall be invoiced and paid for separately, and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the contract as a whole as repudiated.
- 7.4 If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall (subject to clause 9.2) be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 7.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available, the Seller may;
  - 7.5.1 Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
  - 7.5.2 Sell the Goods at the best price readily obtainable and charge the Buyer for any shortfall below the price under the Contract and for all proper storage and selling expenses.

## **8 Risk and Property**

- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer once they have been delivered to the carrier appointed to deliver the Goods to the Delivery Location.
- 8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these 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 of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 8.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties, properly stored, protected, insured and identified as the Seller's property and shall not remove, deface or obscure any identifying mark or packaging on or relating to such Goods, but the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business.
- 8.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), 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 any third party where the Goods are stored and repossess the Goods.
- 8.5 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, 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 Limitation of Liability**

- 9.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:
  - 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable)
  - 9.1.2 Fraud or fraudulent misrepresentation;
  - 9.1.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979;
  - 9.1.4 Breach of section 2 of the Consumer Protection Act 1987; or
  - 9.1.5 Any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 9.2 Subject to clause 9.1:
  - 9.2.1 the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
  - 9.2.2 the Seller's total liability to the Buyer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

## **10 Force Majeure**

- 10.1 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 Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the

generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

- 10.1.1 Act of God, explosion, flood, tempest, fire, accident, epidemic or pandemic;
- 10.1.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 10.1.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 10.1.4 Import or export regulations or embargoes;
- 10.1.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- 10.1.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 10.1.7 Power failure or breakdown in machinery.

## 11 Insolvency of Buyer

11.1 This clause applies if;

- 11.1.1 the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to a moratorium or an administration order or goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction); or
- 11.1.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
- 11.1.3 the Buyer ceases, or threatens to cease, to carry on business; or
- 11.1.4 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 clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 12 Export Terms

12.1 In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the international Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, 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, but if there is any conflict between the provisions of the Incoterms and these Conditions, the latter shall prevail

12.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this clause shall (subject to any special terms agreed in writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

12.3 It is the Buyer's obligation to acquaint itself and to comply with all applicable requirements and restrictions imposed by law or by governmental and other authorities or corporations relating to the possession, use, import, export, or resale of the Goods. It is the Buyer's obligation to ensure that no Goods are exported or imported in violation of the laws of any jurisdiction into or through which the Goods are transported during the course of reaching the Delivery Location. Where necessary, the Buyer shall inform the Seller at a reasonable time before delivery of any documents which it is necessary for the Seller to provide in order to allow export of the Goods in compliance with the laws of any relevant jurisdiction. The Buyer shall be responsible for (a) customs' clearance (to the extent applicable) and all costs related thereto, and (b) applicable export or import duty, and the Buyer shall in each such case keep the Seller indemnified in respect thereof .

12.4 Payment of all amounts due to the Seller shall be made by and in Pounds Sterling, US Dollars, or Euros.

## 13 General

13.1 The Seller may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Seller.

13.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. The Seller may serve notice on the Buyer by email to the email address used by the Buyer at the time of formation of the Contract.

13.3 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

13.5 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. Nothing in this Condition 13.5 shall limit the right of the Seller to take proceedings against the Buyer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude the Seller from taking proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

13.6 Notwithstanding Clause 13.5 above, if a dispute arises out of or in connection with the Contract, then upon either party giving to the other written notice of the dispute, setting out its nature and full particulars, together with relevant supporting documentation, the parties shall attempt in good faith to resolve the

dispute through the involvement of the Managing Director of the Seller, and any equivalent officer of the Buyer.

13.7 For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to the Contract.

13.8 USA Glazing Tapes, POS Tapes, and Stix2 are all trading styles of the Seller, and are trademarks owned by the Seller.