

**STANDARD TERMS AND CONDITIONS OF SALE**

**THE CUSTOMER'S ATTENTION IS DRAWN IN PARTICULAR TO THE PROVISIONS OF CLAUSE 11**

**1. 1 INTRODUCTION**

The definitions and rules of interpretation set out in Schedule 1 shall apply in these Standard Terms.

**2. 2 CONTRACT TERMS, VARIATIONS AND REPRESENTATIONS**

1. 2.1 Any Contract shall be subject to these Standard Terms and, save as set out in these Standard Terms, no representative or agent of the Company has authority to agree any terms or make any representations inconsistent with them or to enter into any contract except on the basis of them. Any such term, representation or contract will bind the Company only if in writing and signed by a director of the Company.
2. 2.2 The Order constitutes an offer by the Customer to purchase the Products in accordance with these Standard Terms. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
3. 2.3 The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.
4. 2.4 Unless otherwise agreed in writing by the Company, these Standard Terms shall apply to the exclusion of any terms and conditions stipulated or referred to by the Customer including in an Order (whether by written purchase order or otherwise) or in pre-contract negotiations or any inconsistent terms implied by law or trade custom, practice or course of dealing.
5. 2.5 Unless otherwise agreed in writing by the Company, the Contract constitutes the entire agreement between the parties and the Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract.
6. 2.6 Any samples, drawings, descriptive matter, or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures or on the Company's website are produced for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the Contract or have any contractual force.
7. 2.7 All packaging, sizes, and colours shall be regarded as approximate only and the Company reserves the right to vary the specification of any Product without prior notice. The packaging, colour and other parameters of the Products may deviate to a reasonable extent from the agreed specification. The Products shall be deemed to comply with the Order unless the deviation is proved as sufficiently substantial as to materially and adversely change the Goods.
8. 2.8 Where the Company has not given a written acknowledgement of the Order, these Standard Terms will nonetheless apply to the Contract provided that the Customer has had prior notice of them.
9. 2.9 The Company reserves the right to correct any clerical or typographical error made by its employees at any time.
10. 2.10 A quotation given by the Company shall not constitute an offer. A quotation shall only be valid for a period of twenty (20) Business Days from its date of issue (subject to any variations pursuant to clause 5.1)

### **3 SPECIFICATION, INSTRUCTION OR DESIGN**

1. 3.1 If goods are made to a specification, instruction or design supplied by the Customer or any third party on behalf of the Customer then:
  1. (a) the suitability and accuracy of that specification, instruction or design will be the Customer's responsibility;
  2. (b) the Company reserves the right to amend any such specification, instruction or design if required by any applicable statutory or regulatory requirements (including, but not limited to, any harmonised European standards specified by the Machinery Directive 2006/42/EC);
  3. (c) the Customer will indemnify the Company against all infringement or alleged infringement of any third party's intellectual property rights and any loss, damage or expense which it may incur by reason of any such infringement or alleged infringement in any country; and
  4. (d) the Customer will indemnify the Company against any loss, damage or expense in respect of any liability arising in any country by reason of the goods being made to such specification, instruction or design.
2. 3.2 Clauses 3.1(a) and 3.1(b) shall survive termination of the Contract.

### **4 CUSTOMER'S REPRESENTATIONS**

1. 4.1 The Customer warrants that it is acting wholly in the course of its trade, business or profession and consequently, as a trader (rather than as a consumer) for the purposes of the Consumer Rights Act 2015.
2. 4.2 The Customer shall store the Products in clean, dry, well-ventilated conditions and shall maintain and use the Products in accordance with any recommendations made by the Company or instructions supplied by the Company or otherwise in accordance with best industry practice.
3. 4.3 Where the Customer sells on the Products, it shall:
  - (a) comply with all Applicable Laws, including where applicable the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Electronic Commerce (EC Directive) Regulations 2002;
  2. (b) ensure that the Sale Terms observe the mandatory requirements of the Applicable Law; and
  3. (c) not make any representation on the Company's behalf.

### **5 QUOTATIONS AND PRICES**

5.1 Unless otherwise agreed in writing, the Company shall be entitled to increase its prices at any time to take account of any increase in the cost to the Company of purchasing, manufacturing, working on or supplying any

Products. This shall include any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions or any change in labour costs, taxes, customs duties, freight charges, insurance premiums or foreign exchange rates and such increased prices ruling at the date of dispatch by the Company shall be substituted for the previous contract price. In particular, but without prejudice to the generality of the foregoing, if the contract price is specified or payable in the Euro or in a currency other than pounds sterling ('the **Payment Currency**'), the Company shall be entitled to increase the contract price to take account of any change in the exchange rates between pounds sterling and the Payment Currency (as evidenced

by the exchange rates quoted by Lloyds Bank plc) which is to the detriment of the Company and which occurs between the acceptance of the order and the actual payment of the contract price.

2. 5.2 All prices quoted are exclusive of VAT and the Customer shall pay any and all taxes, duties and other governmental charges payable in respect of the Products.
3. 5.3 The price of the Products is exclusive of the costs and charges of inspection and insurance.
4. 5.4 Within the UK packaging and delivery of the Products is included.
5. 5.5 Within Europe all deliveries and packaging of the Products is quoted separately the customer having the option to collect the Products from the Company.
6. 5.6 All charges shall be invoiced to the Customer.

## **6 PAYMENT**

1. 6.1 Subject to clause 6.2, payment to the Company shall be made by the Customer in full in pounds sterling, euros or dollars agreed with the Company ( the payment currency) before any products shall be issued or dispatched or services rendered the parties hereby agree that the Company's obligations under these Conditions are wholly conditional upon such payment being made. All such payments may at the Company's option be appropriated to any contract between the Company and the Customer.
2. 6.2 The Company may, in its sole discretion, designate to the Customer approved credit terms and in any such case, unless otherwise specified in writing by the Company, payment shall be made by the Company net cash in pounds sterling, euros or dollars not later than thirty (30) calendar days after the relevant date notwithstanding that property in the Products has not passed to the Customer. For the purposes of this clause 6.2:

(a) 'the Products' shall mean the whole or any instalment of the Products which the Company has agreed to supply; (b) the 'relevant date' shall mean the date on which:

- (i) the invoice is dated; or
- (ii) the Company despatches the Products; or
- (iii) the Customer takes delivery of the Products; or
- (iv) the Customer defaults fails to provide an address for delivery as required by the contract or (if it is agreed that the Customer will take delivery at the Company's premises) he fails to take delivery in accordance with such agreement, whichever shall first occur.

3. 6.3 In the event that the Customer makes payment in any currency other than the agreed payment currency, then the Customer shall:
  1. (a) pay to the Company a handling charge equal to ten percent (10%) of the amount paid other than in the agreed currency; and
  2. (b) indemnify the Company in respect of all costs and expenses payable by the Company to third parties (including, but not limited to, commission payable to a bank or other financial institution) in respect of the conversion of the amount paid into the agreed currency.
4. 6.4 Without prejudice to any other rights it may have the Company reserves the right to charge interest at the rate of 4% per annum above Santander UK plc and Lloyds Bank plc's base rate from time to time or at the rate specified from time to time under the provisions of Late Payment of Commercial Debts (Interest) Act 1988 (whichever is the higher) on all overdue amounts. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay

the interest together with the overdue amount. Payment of the full purchase price pursuant to clause 6.2 and clause 7.2 shall include interest payable in accordance with this clause 6.4. The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

5. 6.5 The Customer shall pay to the Company on demand an amount equal to any costs and expenses incurred (on a full indemnity basis) by the Company in recovering from the Customer any monies due and payable by the Customer to the Company. Payment of the full purchase price pursuant to clause 6.2 and clause 7.2 shall include any sums payable by the Customer in accordance with this clause 6.5.

## **7 FAILURE TO PAY, CANCELLATION OR DEFERMENT**

7.1 For the purposes of this clause 7, an “Intervening Event” shall be any of the following:

1. (a) failure by the Customer to make any payment when it becomes due;
  2. (b) the Customer fails to take or accept delivery of the Products on the agreed date or dates, delays in doing so or fails to provide a delivery address pursuant to an Order;
  3. (c) breach by the Customer of any of the terms or conditions of the Contract; or
  4. (d) the Customer suffering an Insolvency Event.
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2. 7.2 If an Intervening Event occurs, the Company may within a reasonable time thereafter, defer or cancel any further deliveries, stop any Products in transit and treat the Contract as terminated but without prejudice to its rights to the full purchase price for Products delivered (which shall become immediately due) and damages for any loss suffered in consequence of such termination.
  3. 7.3 Cancellation by the Customer will only be accepted at the discretion of the Company and in any case on condition that any costs or expenses incurred by the Company up to the date of cancellation and all loss or damage resulting in the Company by reason of such cancellation will be paid by the Customer to the Company immediately on demand. Acceptance of such cancellation will only be binding on the Company if in writing and signed by a director of the Company.
  4. 7.4 Any costs or expenses incurred by the Company due to suspension or deferment of any Order by the Customer or in the event that the Customer defaults in collecting, or giving instructions for the delivery of any Products will be payable by the Customer immediately on demand.

## **8 DELIVERY**

1. 8.1 For all Contracts and unless otherwise specified in writing by the Company, the Company shall deliver the Products to the location set out in the Order or to such other location as the parties may agree at any time after the Company notifies the Customer that the Products are ready.
2. 8.2 If the Contract requires the Customer to take delivery of the Products at the Company's premises or such other location as may be specified by the Company then:

1. (a) for the purposes of this sub-clause 'the Products' shall mean the whole or any instalment of the Products and 'the collection date' shall mean the date on which the Products are or will be ready for delivery; and
2. (b) the Company shall notify the Customer of the collection date and the Customer shall take delivery of the Products within two (2) Business Day of the collection date.
3. 8.3 A minimum order value of £1,000 applies for free UK Mainland delivery to the Customer. This is subject to change from time to time.
4. 8.4 Without prejudice to clause 7.1, if the Customer shall for any reason fail to take or accept delivery of the Products on the agreed date or dates, delays in doing so or fails to provide a delivery address pursuant to an Order then, except where such failure or delay is caused by a Force Majeure Event or the Company's failure to comply with its obligations under the Contract, without prejudice to any other rights of the Company (whether under these Standard Terms or otherwise):
  1. (a) delivery of the Products shall be deemed to have been completed at 9.00am on the third Business Day after the day on which the Company notified the Customer that the Products were ready; and
  - (b) the Company shall be entitled to make an additional charge in respect of any delay caused by such failure and for any costs incurred as a result of repeated delivery necessitated by such failure.
5. 8.5 While the Company will use its reasonable endeavours to deliver the Products by any date or within any period agreed upon, such dates and periods are estimates only, given in good faith, and the Company will not be liable for any failure to deliver by or within such a period nor shall delays in the delivery of an Order entitle the Customer to refuse to take delivery of an Order. Time for delivery shall not be of the essence of the Contract. The Company shall be entitled to defer delivery until any monies due from the Customer have been received.
6. 8.6 The Customer acknowledges that Products for delivery outside of the United Kingdom may be subject to United Kingdom export controls as well as import controls at their destination. The Customer will be responsible for ensuring that all necessary clearances and licences are obtained prior to the dispatch dates for the Products to be supplied and for obtaining all necessary documentation and lodging the same with the Company prior to despatch of the Products.
7. 8.7 The Customer shall not be entitled to reject the goods if the Company delivers up to and including 10% more or less than the quantity of goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of goods was delivered if the Customer gives notice in writing to the Company within seven (7) calendar days of the relevant Delivery Date.
8. 8.8 Where boxed goods are supplied on fork lift pallets, in cages or container, the said pallets, cages or containers shall remain the property of the Company and shall be returned to the Company as soon as possible at the Customer's expense.

## **9 RISK & TITLE**

1. 9.1 Save in the case of any circumstances where the parties expressly agree in writing to adopt incoterms in an International Supply Contract, and subject to any agreement in writing by the Company, the risk in Products shall pass to the Customer on the relevant Delivery Date.

2. 9.2 The following provisions shall, subject to clause 9.3, apply to all Contracts and to all Products which under the Contract the Company agrees to supply to the Customer. No failure by the Company to enforce strict compliances by the Customer with such provisions shall constitute a waiver thereof and no termination of the Contract shall prejudice limit or extinguish the Company's rights under this clause.

(a) Upon delivery of the Products the Customer shall hold the Products solely as bailee for the Company and the Products shall remain the property of the Company until such time as the Customer shall have paid to the Company and the Company shall have cleared funds for the full purchase price of all Products, whether under the Contract or otherwise. Until this time the Company shall be entitled to recover the Products or any part thereof and, for the purpose of exercising such rights, the Customer hereby grants a licence to the Company, its employees and agents (together with appropriate transport) to enter upon the Customer's premises (with or without notice but on a Business Day) and any other location where the Products are situated and remove the Products.

(b) The Customer is hereby licensed to agree to sell on the Products on condition that the Customer shall inform its customer of the provision of sub-clause 9.2(a). The Customer acts as the Company's bailee in respect of any such sale and shall immediately upon receipt of the proceeds of sale, and whether or not payment has become due under clause 5 remit to the Company the full purchase price of the Products sold on less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Company.

(c) The Customer shall maintain an appropriate insurance in respect of the Products from the date or dates on which the risk therein passes to the Customer. In the event of any loss or damage occurring while the Products remain the property of the Company, the Customer shall immediately on receipt of the insurance monies, remit to the Company the full purchase price of the Products lost or damaged less any part thereof which has already been paid and until such amount has been so remitted shall hold such amount as trustee and agent for the Company.

(d) The licences granted under this clause 9.2 shall be terminable forthwith at any time upon notice by the Company to the Customer.

9.3 Where the parties expressly agree in writing to adopt incoterms for an International Supply Contract, property in the Products shall pass to the Customer in accordance with the provision of the relevant Incoterm.

## **10 QUALITY**

10.1 The Company warrants that on the relevant Delivery Date the Products shall (a) conform in all material respects with their description; and

(b) be free from all material defects in design, material and workmanship.

10.2 Subject to clause 10.3, if: (a) (b) (c) the Customer gives notice in writing to the Company within:

1. (i) forty eight (48) hours of delivery where the non-conformity or defect is apparent upon reasonable inspection); or
2. (ii) seven (7) calendar days after discovery of the non-conformity or defect where the non-conformity or defect is not apparent on reasonable inspection, that some or all of the Products do not comply with the warranty set out in clause 10.1;

the Company is given a reasonable opportunity of examining such Products; and the Customer (if asked to do so by the Company), at his own expense:

1. (i) promptly returns such Products to the Company's place of business; or
2. (ii) promptly disposes of such Products, in a manner of which the Company requests, the Company shall, at its option, repair or replace any Products which it considers (acting reasonably) not to comply with the warranty at clause 10.1, or refund the price of such Products.

10.3 The Company shall not be liable for the Product's failure to comply with the warranty set out in clause 10.1 in any of the following events:

- (a) the Customer makes any further use of such Products after giving notice under clause 10.2; or
- (b) the Customer alters or repairs such Products without the written consent of the Company; or
- (c) the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage; or
- (d) the Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
- (e) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, use and maintenance of the Products or good trade practice regarding the same.

10.4 Except as provided in this clause 10, the Company shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 10.1.

10.5 All other conditions, warranties and other terms, express or implied, statutory or otherwise (including those 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. 10.6 These Standard Terms shall apply to any repaired or replacement Product supplied by the Company.

## **11 LIMITATION OF LIABILITY**

11.1 Nothing in these Standard Terms shall limit or exclude the Company's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; and
- (d) any matter in respect of which it would be unlawful for the Company to exclude or limit liability.

11.2 Subject to clause 11.1:

- (a) the Company shall under no circumstances whatsoever be liable to the Customer, 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
- (b) the Company's total liability to the Customer in respect of all other losses arising out of 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 actually paid by the Customer in respect of the relevant Products.

11.3 Notwithstanding the generality of the foregoing, the Company shall have no liability for damage in transit, shortage of delivery or loss of Products unless:

- (a) the damage in transit, shortage of delivery or loss of Products is directly attributable to any negligence or wilful default on the part of the Company, its employees, agents of sub-contractors; and
- (b) the Customer shall have given to the Company written notice of such damage, shortage of loss (together with reasonable particulars thereof) within three (3) Business Days of receipt of the Products or (in the case of total loss) the receipt of the invoice or other notification of dispatch.

11.4 The provisions of this clause 11 shall survive termination of the Contract (howsoever caused).

## **12 INTELLECTUAL PROPERTY RIGHTS**

1. 12.1 Unless otherwise agreed in writing by the Company all Intellectual Property Rights in the Products (and any improvements and modifications made to the Products) and otherwise associated with the Company shall vest in and remain vested in the Company and the Customer agrees to execute any documents the Company deems necessary to give effect to this clause 12.1
2. 12.2 Products supplied by the Company may not be re-sold under any trademark or name other than that of the Company without its express consent in writing.
3. 12.3 The supply of Products by the Company shall not be a licence to design, manufacture, or advertise any name or trademark used or owned by the Seller without the prior written consent of the Company.
4. 12.4 Clause 12 shall survive termination of the Contract (howsoever caused).

## **13 FORCE MAJEURE**

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event.

## **14 TOOLING**

All tooling purchased or produced by the Company for the Contract shall be and remain the property of the Company unless otherwise agreed in writing, notwithstanding that the Customer may have made payment or part payment therefor.

## **15 CONFIDENTIALITY**

1. 15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 15.2. For the purposes of this clause, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
2. 15.2 Each party may disclose the other party's confidential information:
  1. (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its



obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15.2; and

2. (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
3. 15.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## **16 GENERAL**

### **16.1 Notices**

1. (a) Any notice given to a party under or in connection with a Contract shall be in writing, in English and shall be:
  1. (i) delivered by pre-paid airmail, first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  2. (ii) sent by email to the address specified in the Order.
2. (b) Any notice shall be deemed to have been received:
  1. (i) if sent by pre-paid airmail at 9:00am on the fifth Business Day after posting or at the time recorded by the delivery service;
  2. (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second Business Day after posting or at the time recorded by the delivery services; or
  3. (iii) if sent by email, at 9:00am on the next Business Day after transmission.

(c) For the purposes of clause 16.1(b) and calculating deemed receipt, all references to time are to local time in the place of deemed receipt.

### **16.2 Assignment**

(a) The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement.

(b) The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

**16.3 Waiver.** No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**16.4 Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

**16.5 Third Party Rights.** No one other than a party to a Contract and their permitted assignees shall have any right to enforce any of its terms.

**16.6 Governing Law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales. The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (**Incoterms**) shall apply but where they conflict with these Standard Terms, these Standard Terms shall apply.

**16.7 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

## **SCHEDULE 1 Definitions and Interpretation**

### **1 DEFINITIONS**

In these Standard Terms, the following words and expressions have the meanings set out below:

1.1 '**Applicable Law**' means the law of England and Wales and the European Union and any other laws or regulations which apply to the sale of the Products under a Contract or any Sale Terms (as the case may be).

1.2 '**Business Day**' means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

1.3 '**Company**' means RTA Global Ltd a company incorporated under the laws of England and Wales having a company registration number 09330894 and having its registered office at 163 Alexandra Road, Gateshead, NE8 1RB, United Kingdom.

1.4 '**Customer**' means the individual, firm, company or other party with whom the Company contracts.

1.5 '**Contract**' means the contract between the Company and the Customer for the sale and purchase of the Products in accordance with these Standard Terms.

1.6 '**Delivery Date**' means in respect of any Product (either the whole of the Products or any instalment, as the context shall permit) which are ready for delivery:

1. (a) the date such Products or instalment of Products are delivered; or
2. (b) the date such Products or instalment of Products are deemed to be delivered pursuant to clause 8.2(a); or
3. (c) where Products or an instalment of Products are ready for delivery and delivery is postponed at the Customer's request, the date upon which such request for postponement is notified to the Company, whichever shall first occur.

1.7 '**Euro**' means the single currency according to European Community law. 1.8 '**Force Majeure Event**' means an event, or a series of related events, that is outside the reasonable control of the party (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affected any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

1.9 '**International Supply Contract**' means such a contract as is described in section 26(3) of the Unfair Contract Terms Act 1977.

1.10 **'Insolvency Event'** means that a party:

1. (a) is unable to pay its debts or becomes insolvent or bankrupt or ceases to trade;
2. (b) is the subject of an order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction, which does not materially reduce that entity's assets);
3. (c) has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;
4. (d) enters into or proposes any composition or arrangement with its creditors generally (otherwise than for the purpose of a financing or solvent amalgamation or reconstruction, which does not materially reduce the entities' assets); or
5. (e) is the subject of any events or circumstances analogous to any of the foregoing in any applicable jurisdiction.

11. 1.11 **'Intellectual Property Rights'** means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

12. 1.12 **'Intervening Event'** has the meaning given in clause 7.1.

13. 1.13 **'Order'** means the Customer's order for Products, as submitted by the Customer, received by the Company either via telephone or email (as the case may be).

14. 1.14 **'Product'** means any product that the Company supplies or agrees in writing

to supply to the Customer from time to time.

15. 1.15 **'Sale Terms'** means the terms governing the sale on of a Product by the Customer to its own customer.

16. 1.16 **'Standard Terms'** means these standard conditions and any other terms of sale set out or referred to in the Company's acknowledgment of Order.

## 2 INTERPRETATION

In these Standard Terms the following rules of interpretation shall apply:

1. 2.1 The headings in these Standard Terms are for convenience only and are not for the purpose of interpretation.
2. 2.2 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
3. 2.3 Any reference in these Standard Terms 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.
4. 2.4 A reference to 'writing' or 'written' includes emails (but not faxes).
5. 2.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

6. 2.6 Any obligations on a party not to do something includes an obligation not to allow that thing to be done.
7. 2.7 Any words following the terms including, include, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
8. 2.8 References to clauses are to clauses of these Standard Terms, unless stated otherwise.