

## TERMS & CONDITIONS OF SALE – UK AND EXPORT

### HADLEY INDUSTRIES HOLDINGS LTD AND ASSOCIATED AND SUBSIDIARY COMPANIES.

These terms & conditions (“Conditions”) govern the purchase of the Goods by the Customer from the Company or any Affiliate of the Company. These Conditions apply to the exclusion of any other terms that the Customer seeks to impose, or which are implied by trade, custom, practice or course of dealing.

#### 1. Definitions and Interpretation

##### 1.1 In these Conditions the following definitions apply:

**Affiliate** means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;

**Applicable Law** means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction;

**Bribery Laws** means the Bribery Act 2010 and all other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to bribery or anti-corruption;

**Business Day** means a day other than a Saturday, Sunday or bank or public holiday in England;

**Collection Period** shall have the meaning in clause 3.2;

**Company** means Hadley Industries Holdings Ltd (registered in England and Wales with company number 00831538) and where applicable any Affiliate of Hadley Industries Holdings Ltd;

**Confidential Information** means any commercial, financial or technical information, information relating to the Goods, plans, know-how or trade secrets which is obviously confidential in nature or has been identified as confidential;

**Contract** means the agreement between the Company and the Customer for the sale and purchase of the Goods incorporating these Conditions and the Order, and including all its schedules, attachments, annexures and statements of work;

**Control** has the meaning given to it in Section 1124 of the Corporation Tax Act 2010 and the expressions Controls, Controlled, under common Control and change of Control shall be construed accordingly;

**Customer** means the party which has agreed to purchase the Goods from the Company and whose details are set out in the Order;

**Data Protection Laws** means, as binding on either party: (a) means the General Data Protection Regulation, Regulation (EU) 2016/679 (if applicable), such regulation as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time); (b) the Data Protection Act 2018; (c) any laws which implement or supplement any such laws;

**Delivery** means the time at which Goods are deemed to be delivered under clause 3.1 and the expressions Deliver, Delivers and Delivered shall be construed accordingly;

**Delivery Location** means the address or addresses for Delivery of the Goods as set out in the relevant Order;

**Force Majeure** means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment, telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including those involving the Company's or its supplier's workforce, governmental restriction condition or control, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;

**Goods** means the goods set out in the Order and to be supplied by the Company to the Customer in accordance with the Contract;

**Intellectual Property Rights** means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in software, rights in goodwill, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which the relevant party is or may be entitled, and (f) in whichever part of the world existing;

**Loss** has the meaning given in clause 11.1 and the expression Losses shall be construed accordingly;

**Manufacturing Site** means the Company site set out in the Order or otherwise notified to the Customer by the Company;

**Modern Slavery Policy** means the Company's anti-slavery and human trafficking policy in force and notified to the Customer from time to time;

**Order** means an order for the Goods from the Company placed by the Customer in substantially the same form set out in the Company's sales order form as varied from time to time;

**Price** means the price of the Goods, as set out in the Order;

**VAT** means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Goods;

**Warranty Period** has the meaning given in clause 10.1; and

**Working Hours** means the hours of 09.00-17.00 UK time on a Business Day.

1.2 In these Conditions, unless the context requires otherwise:

- 1.2.1 a reference to the Contract includes these Conditions, the Order, and their respective schedules, appendices and annexes (if any);
- 1.2.2 any clause, schedule or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- 1.2.3 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.5 words in the singular include the plural and vice versa;
- 1.2.6 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.7 A reference to "**writing**" or "**written**" includes email.
- 1.2.8 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time; and
- 1.2.9 a reference to legislation includes all subordinate legislation made from time to time under that legislation.

## **2. Application of these Conditions**

- 2.1 These Conditions apply to and form part of the Contract between the Company and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Company otherwise agrees in writing.
- 2.3 No variation of these Conditions or to an Order or to the Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Customer and the Company respectively. For the avoidance of doubt any change to any Goods (and any related changes including those with respect to timing and/or cost) shall be dealt with via a variation as set out in this clause.
- 2.4 Each Order placed by the Customer to the Company shall be an offer to purchase the Goods subject to the Contract including these Conditions.
- 2.5 If the Company is unable to accept an Order, it shall notify the Customer as soon as reasonably practicable.
- 2.6 The Company may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Goods shall arise, until the earlier of:
  - 2.6.1 the Company's written acceptance of the Order; or
  - 2.6.2 the Company making Delivery of the Goods.
- 2.7 Rejection by the Company of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.8 The Company may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Goods and are incapable of being accepted by the Customer.
- 2.9 Quotations are only available for acceptance for a maximum period of thirty (30) days from their date after which time they shall automatically lapse. The Company may withdraw a quotation at any time.
- 2.10 Marketing and other promotional material relating to the Goods are illustrative only and do not form part of the Contract.
- 2.11 Notwithstanding that samples may be or have been submitted by the Company the sale to the Customer is not and shall not be deemed to be a sale by sample. Any samples submitted to the Customer are intended to indicate only the substance and the general character of the materials and the Customer shall have no claim if the colour or composition of the bulk supplied fails to correspond with the sample in such respect unless the particular requirement is specified by the Customer and accepted by the Company in writing.

## **3. Delivery**

- 3.1 The Company shall Deliver the Goods Ex Works (Incoterms 2020) for collection from the Manufacturing Site unless otherwise agreed by the parties in writing ("**Delivery**"). The Company shall notify the Customer in writing once the Goods are available for collection.
- 3.2 The Customer shall collect the Goods during Working Hours and at a time agreed with the Company within five Business Days of receipt of notice pursuant to clause 3.1 ("**Collection Period**"). For the avoidance of doubt, loading the Goods at collection shall be at the cost and risk of the Customer.
- 3.3 In the event that the Customer fails to collect the Goods within the Collection Period, Delivery shall be deemed to have been made at 9:00 am on the next day following the end of the Collection Period, in which event the Company may:

- 3.3.1 store such Goods until Delivery takes place, and charge the Customer for all related costs and expenses (including insurance);
  - 3.3.2 resell the Goods to another customer, and charge the Customer for any difference in the Price of the Goods stated in the Order and the actual price achieved (net of the Company's costs of sale and other related costs and expenses (including insurance)); or
  - 3.3.3 dispose of the Goods and charge the Customer for the Company's costs of disposal and other related costs and expenses (including insurance), in addition to the Price of the Goods which shall remain due pursuant to clause 7.
- 3.4 The Company may, in its entire discretion, agree to postpone Delivery but not be under any obligation to do so. If the Company agrees to postpone Delivery it shall store such Goods until Delivery takes place, and charge the Customer for all related costs and expenses (including insurance). The Company shall be entitled to invoice the Goods in accordance with clause 7.
- 3.5 The Company shall not be liable for any delay in Delivering an Order where that delay is due to the Customer's failure to comply with its obligations under these Conditions.
- 3.6 Time for Delivery is approximate only and time is not of the essence.
- 3.7 The date of Delivery shall in every case be dependent upon prompt receipt of all necessary information, final instructions or, approvals from the Customer. Alterations by the Customer in design specifications or quantities required may result in delay in Delivery.
- 3.8 Where the Company accepts an Order to be called off by the Customer in instalments then unless otherwise agreed by the Company in writing, such call offs must be made so as to complete Delivery of all Goods within 12 months from the date of the Customer's Order.
- 3.9 The Customer shall sign the Company's delivery advice note or notes or any other documentation required by the Company on Delivery of the Goods.
- 3.10 The Company shall have the right to make Delivery by instalments and in that event each Delivery shall stand as a separate contract. Failure to make any instalment Delivery shall not entitle the Customer to repudiate either that separate contract or the whole contract.
- 3.11 Where agreed between the parties in writing that Delivery shall not be Ex Works (Incoterms 2020), the Company shall Deliver to the Customer at the Delivery Location on the date specified on the Order.
- 3.12 In accordance with clause 3.11, the Goods shall be deemed Delivered on making the Goods available at the Delivery Location by the Company or its nominated carrier (as the case may be). The Customer is responsible in all cases for unloading the Goods Delivered and shall be responsible for all loss of or damage to the Goods during the course of such unloading.
- 3.13 The decision of the Company's representative as to the nearest point of accessibility to the Delivery Location shall be accepted as final and shall be deemed to be the point of Delivery.
- 3.14 The Company shall not be liable for any delay in or failure of performance caused by:
  - 3.14.1 the Customer's failure to make the Delivery Location available;
  - 3.14.2 the Customer's failure to prepare the Location in accordance with the Company's instructions;
  - 3.14.3 the Customer's failure to provide the Company with adequate instructions for Delivery.
- 3.15 The Company accepts no responsibility for damage of any kind caused by its transport to any access road or to the Delivery Location but the making good of any damage to such transport by defective approaches to the place of delivery shall be charged to and paid for by the Customer.

- 3.16 Unless otherwise expressly agreed any packaging supplied by the Company is intended to be only sufficient to protect the Goods for all normal conditions of transit and for the normal period of transit only.

#### **4. Risk and Retention of Title**

- 4.1 Risk shall pass to the Customer when the Goods made available to the Customer in accordance with Ex Works (Incoterms 2020).
- 4.2 Where agreed between the parties in writing that the Goods made available shall not be Ex Works (Incoterms 2020), risk in the Goods shall pass to the Customer on Delivery in accordance with clause 3.12.
- 4.3 Title to the Goods shall not pass to the Customer until the Company has received in full and in cleared funds (a) payment for the Goods and (b) payment of all other sums which are or which become due to the Company from the Customer on any account whatsoever.
- 4.4 Until title to the Goods has passed to the Customer, the Customer shall:
- 4.4.1 hold the Goods as bailee for the Company;
  - 4.4.2 store the Goods separately from all other material in the Customer's possession;
  - 4.4.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;
  - 4.4.4 insure the Goods from the date of Delivery : (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting the Company's interest on the policy;
  - 4.4.5 ensure that the Goods are clearly identifiable as belonging to the Company;
  - 4.4.6 not remove or alter any mark on or packaging of the Goods;
  - 4.4.7 inform the Company immediately if it becomes subject to any of the events or circumstances set out in clause 16; and
  - 4.4.8 on reasonable notice permit the Company to inspect the Goods during the Customer's Working Hours and provide the Company with such information concerning the Goods as the Company may request from time to time.
- 4.5 The Customer's right to possess or resell the Goods in the ordinary course of business shall immediately cease upon the occurrence of any event listed in clause 16.1 or upon the Company notifying the Customer, the Company may:
- 4.5.1 require the Customer at the Customer's expense to re-deliver the Goods to the Company; and
  - 4.5.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.
- 4.6 The Company may, on such occurrence, require the Customer to deliver up all Goods in the Customer's possession which have not been resold or irrevocably incorporated into another product, and, if the Customer fails to do so, may enter any premises of the Customer or of any third party where the Goods are stored in order to recover them
- 4.7 The Company may apply any Goods so recovered and/or any proceeds of sale or insurance received by the Customer towards satisfaction of any sums due to the Company from the Customer, notwithstanding that such sums may not relate to the specific Goods or Services other than the Goods recovered.

#### **5. Cancellation**

The Company may, in its entire discretion, decide whether it wishes to accept any request to cancel an Order made by the Customer. If the Company accepts such request the Customer shall indemnify, keep indemnified, and hold the Company and its Affiliates harmless from and against any Losses incurred up to the time of cancellation, all profits lost as a result of such cancellation, and all other costs, losses or damages suffered by the Company by reason of such cancellation. Any such sums shall be paid on demand by the Customer to the Company.

## **6. Price**

- 6.1 The Price and all other sums payable under these Conditions are unless otherwise stated quoted net Ex Works (Incoterms 2020) and for the avoidance of doubt are exclusive of:
- 6.1.1 packaging, delivery, insurance, shipping carriage, and all other related charges or taxes which shall be charged in addition at the Company's standard rates;
  - 6.1.2 customs fees, handling, import and/or export duties; and
  - 6.1.3 VAT (or equivalent sales tax).
- 6.2 Where agreed between the parties in writing that Ex Works (Incoterms 2020) does not apply, the Price and all other sums payable under these Conditions are exclusive of:
- 6.2.1 packaging, delivery, insurance, transportation costs, shipping carriage, and all other related charges or taxes which shall be charged in addition at the Company's standard rates;
  - 6.2.2 customs fees, handling, import and/or export duties; and
  - 6.2.3 VAT (or equivalent sales tax).
- 6.3 The Customer shall pay any applicable VAT to the Company on receipt of a valid VAT invoice.
- 6.4 The Price may be increased by the Company at any time with immediate effect by written notice to the Customer if the cost of performance of the Contract or supply of the Goods increases due directly or indirectly to government action or to strikes or to fluctuations in the cost of labour, overheads, currency exchange rates, materials, taxation, customs duties, demurrage charges, transport charges, shipping rates and insurance rates or to the imposition of surcharges on any of the three latter items or to any unforeseeable events.
- 6.5 Any change, alteration or adjustment requested by the Customer in design or specification of the Goods shall be subject to the agreement of the parties as set out in clause 2.3. For the avoidance of doubt, the Company shall be entitled to make an adjustment to the Price as a result of any such change, alteration or adjustment.

## **7. Terms of Payment**

- 7.1 The Company may invoice the Customer for the Goods, partially or in full, when it issues its delivery advice note notifying the Customer that the Goods are available for collection as set out in clause 3.
- 7.2 The Customer shall pay all invoices in full in pounds sterling without deduction or set-off, in cleared funds to the bank account nominated by the Company within 30 days of the date of each invoice.
- 7.3 Time for payment shall be of the essence of the Contract.
- 7.4 Where Goods are Delivered by instalments the Company may invoice each instalment separately and the Customer shall pay such invoices in accordance with the Contract.
- 7.5 In the event of default in payment by the Customer the Company shall be entitled without prejudice to any other right or remedy to:
- 7.5.1 suspend all further Deliveries on any Contract or Contracts between the Company and the Customer without notice; and
  - 7.5.2 charge interest on any amount outstanding at the higher of the rate of 4% per annum above the Base Rate of HSBC Bank PLC in force at the time when payment was due or the rate allowed by the Late Payment of Commercial Debts (Interest) Act 1998. Interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

## **8. Quantities**

Where Goods are ordered by reference to numerical quantities the Customer shall not be entitled to reject a Delivery of the Goods where an incorrect volume of the Goods has been supplied where such Delivery is within the tolerance of plus or minus 10%.

## **9. Dimensions**

Dimensions specified by the Company are to be treated as approximate only. The Company reserves the right to alter or change dimensions of the Goods supplied within reasonable limits having regard to the nature of the Goods.

## **10. Warranty and Defects**

### **10.1 The Company warrants that the Goods shall, for a period of three months from Delivery ("the Warranty Period"):**

- 10.1.1 conform in all material respects to the Order; and
- 10.1.2 be free from material defects in design, material and workmanship.

### **10.2 As the Customer's sole and exclusive remedy, the Company shall, at its option, repair, replace, or refund the Price of any of the Goods that do not comply with clause 10.1, provided that the Customer:**

- 10.2.1 serves a written notice on Company:
  - 10.2.1.1 during the Warranty Period in the case of defects discoverable by a physical inspection (the Customer acknowledges that rust, oxidation or discolouration is a defect which is discoverable by a physical inspection);
  - 10.2.1.2 in the case of latent defects, within one month from the date on which the Customer became aware (or should reasonably have become aware) of the defect.
- 10.2.2 provides the Company with sufficient information as to the nature and extent of the defects and the uses to which the Goods had been put prior to the defect arising;
- 10.2.3 gives the Company a reasonable opportunity to examine the defective Goods; and
- 10.2.4 returns the defective Goods to the Company at the Customer's expense.

### **10.3 The provisions of these Conditions, including the warranties set out in clause 10.1, shall apply to any of the Goods that are repaired or replaced with effect from the date of Delivery of the repaired or replaced Goods.**

### **10.4 The Company shall not be liable for any failure of the Goods to comply with clause 10.1:**

- 10.4.1 where such failure arises by reason of wear and tear, wilful damage, negligence, or which could be expected to arise in the normal course of use of the Goods;
- 10.4.2 to the extent caused by the Customer's failure to comply with the Company's instructions in relation to the Goods, including any instructions on installation, operation, storage or maintenance;
- 10.4.3 to the extent caused by the Company following any specification, instruction or requirement of or given by the Customer in relation to the Goods;
- 10.4.4 where the Customer modifies any Goods without the Company's prior written consent or, having received such consent, not in accordance with the Company's instructions; or
- 10.4.5 where the Customer uses any of the Goods after notifying the Company that they do not comply with clause 10.1.

### **10.5 Except as set out in this clause 10:**

- 10.5.1 the Company gives no warranties and makes no representations in relation to the Goods;
- 10.5.2 shall have no liability for their failure to comply with the warranty in clause 10.1; and

- 10.5.3 all warranties and conditions (including the conditions implied by ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

## **11. Liability**

- 11.1 For the purposes of the Contract, “Loss” means all damages, liabilities, demands, costs and expenses including all legal and other professional fees, costs and expenses, claims, actions and proceedings (including all consequential, direct, indirect, special or incidental loss or punitive damages or loss, fines, penalties, interest and loss of profit or any other form of economic loss (including increased administration and loss of reputation)).
- 11.2 The extent of the parties’ liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11.
- 11.3 Subject to clause 11.7, the Company shall have no liability to the Customer for any of the following (whether direct or indirect):
- 11.3.1 loss of profit;
  - 11.3.2 loss of revenue;
  - 11.3.3 loss or damage to equipment;
  - 11.3.4 loss of use;
  - 11.3.5 loss of Goods;
  - 11.3.6 loss of contract;
  - 11.3.7 loss of commercial opportunity;
  - 11.3.8 loss of savings, discount or rebate (whether actual or anticipated); and/or
  - 11.3.9 harm to reputation or loss of goodwill.
- 11.4 Subject to clause 11.7, the Company shall have no liability for consequential, indirect or special loss or damage.
- 11.5 The Customer shall be under a duty to mitigate any Losses that it may suffer.
- 11.6 Subject to clause 11.7, the Company’s total liability in respect of all Losses, whether arising from contract, tort (including negligence) or otherwise under or in connection with this Contract shall not exceed sums of 125% of the total Price paid by the Customer to the Company under the Contract.
- 11.7 Nothing in the Contract shall exclude or limit the liability of the Company for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which it is not permitted to exclude or limit as a matter of law.

## **12. Confidential Information**

- 12.1 The Customer agrees that it will keep confidential and not use except for the purposes of performing or taking the benefit of the Contract, the Confidential Information of the Company, which may be disclosed to it. The provisions of this clause 12 shall not apply to:
- 12.1.1 any information which was in the public domain at the date of the Contract;
  - 12.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
  - 12.1.3 any information which is independently developed by the Customer without using information supplied by the Company; or
  - 12.1.4 any disclosure required by Applicable Law or a regulatory authority or otherwise by the provisions of the Contract.
- 12.2 The Customer shall not disclose any Confidential Information regarding the Contract, except to the extent required by Applicable Law or regulatory authority.
- 12.3 This clause 12 shall remain in force for a period of five years from the date of the Contract and, if longer, three years after termination of the Contract.



### **13. Intellectual Property Rights**

- 13.1 All Intellectual Property Rights in the Goods or arising as a result of performance of the Contract (including improvements and/or adjustments to Goods) are owned by the Company unless otherwise agreed in writing. No right or licence is granted under the Contract to the Customer of any such Intellectual Property Right except the right to use or resell the Goods in accordance with the Contract. The Customer shall not grant any sub-licences to any third party.
- 13.2 All Intellectual Property Rights in any drawings, documents, designs, specifications and other information supplied by the Company are owned by the Company and no right or licence of such rights is granted under the Contract to the Customer except the right to use them for the purposes of performing the Contract or as necessary in connection with the use of the Goods in respect of which they are issued. The Customer shall not grant any sub-licences to any third party.

### **14. Customer's Drawings and Specifications**

- 14.1 The Customer shall be solely responsible for ensuring that all designs, drawings, quantities, sizes, information advice, specifications and recommendations given to the Company either directly or indirectly by the Customer or by the Customer's agents, servants, consultants or advisors are complete, accurate, correct and suitable. The Customer acknowledges that the Company will rely on such designs, drawings, quantities, sizes, information advice, specifications or recommendations.
- 14.2 The Customer acknowledges and accepts that the Company is relying on the Customer's expertise in relation to assessing whether the Goods are sufficient to meet its requirements including but not limited to the information as set out in clause 14.1 above.
- 14.3 Notwithstanding any other right or remedy the Company may have, the Customer shall indemnify, keep indemnified, and hold the Company and its Affiliates harmless from and against any Losses suffered by the Company (without set-off, counterclaim and/or reduction) and arising out of or in connection with the manufacture processing, assembly or supply of Goods to the designs, drawings, quantities, sizes, information advice, recommendations or specifications of the Customer including any infringement of any third party Intellectual Property Rights and/or any breach of contract by the Customer, whether or not such Losses were foreseeable or foreseen at the date of this Contract.

### **15. Data and Technical Information**

Any illustrations, performance details, examples of installations and methods of assembly and other technical data issued by the Company is provided for general guidance only and forms no part of the Contract.

### **16. Termination and Insolvency**

- 16.1 Notwithstanding any other rights or remedies to which it may be entitled the Company may immediately terminate this and any other contract between the Company and the Customer by written notice and without liability if the Customer:-
  - 16.1.1 fails to make any payment when due;
  - 16.1.2 commits a material breach of the terms of the Contract (and if remediable the breach has not been remedied within twenty (20) Business Days of receiving written notice requiring it to be remedied);
  - 16.1.3 persistently breaches any one or more terms of the Contract;
  - 16.1.4 ceases or threatens to cease to carry on all or a significant part of its business; and/or
  - 16.1.5 is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation, company voluntary arrangement, restructuring plan, scheme of arrangement, or threatens to do any of these things, takes or suffers any similar action in any jurisdiction or any step is taken (including, without limitation, the making of an application, the passing of winding up resolution, or the giving of any notice) by it or by any other person in respect of any of these circumstances.

16.1.6 on or at any time after serving notice to terminate under this clause 16, exercise its rights under clause 4 to enter the Customer's premises (or any third party premises where the Goods are stored) to recover the Goods.

16.2 If any of the events in 16.1 occur then the Price of all Goods or services rendered by the Company to the Customer under this and any other contract between the Company and the Customer shall immediately become payable.

16.3 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Company at any time up to the date of termination.

## **17. Anti-bribery**

17.1 For the purposes of this clause 17 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it ("**Bribery Laws**").

17.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery.

17.3 Without limitation to clause 17.2, neither party shall make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage or allow any such bribe or improper payment or advantage to be made or received on its behalf, either in the United Kingdom or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

17.4 The Customer shall immediately notify the Company as soon as it becomes aware of a breach or possible breach by the Customer of any of the requirements in this clause 17.

17.5 Any breach of this clause 17 by the Customer shall be deemed a material breach of the Contract that is not remediable and shall entitle the Company to immediately terminate the Contract by notice under clause 23.

## **18. Anti-slavery**

18.1 The parties shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy.

18.2 The parties undertake and warrant that they have not committed an offence under the Modern Slavery Act 2015.

## **19. Data Protection**

19.1 The parties agree each party shall at all times comply with all Data Protection Laws in connection with the Contract.

## **20. Force Majeure**

Notwithstanding clause 3.1, the Company shall not be under any liability for any delay, loss, damage, preventing or delaying it from performing its obligations under the Contract caused wholly or in part by Force Majeure, or not by reason of any other act matter or thing beyond its reasonable control including failure by the other party to carry out the provisions of the Contract. If the Force Majeure event continues for a continuous period of more than 90 days, the Company may terminate the Contract by written notice to the Customer.

## **21. Tools**

21.1 Subject to clause 21.2 below and unless otherwise expressly agreed in writing tools shall remain the property of the Company notwithstanding that the Customer may have paid or be liable to pay part of the cost of them.

- 21.2 Where tools of any of them are loaned to the Company by the Customer they shall remain the property of the Customer and shall where reasonably practicable be clearly identified as such. The Company shall not be liable in respect of damage to or the destruction of such tools save where it is shown to have been negligent in its custody or use of them when its liability shall be limited to the repair or replacement of the tools so far as may be necessary for the purposes of the Contract or any future contract with the Customer.
- 21.3 Neither the Customer nor the Company shall disclose to any third party any measurements dimensional or design details or any other information in respect of the tools owned by the other without previous consent in writing.

## **22. Consumer Protection Act 1987 ('the Act')**

- 22.1 In circumstances where the Company supplies Goods or parts thereof to the Customer for incorporation with, or for use ancillary to, any composite goods to be produced, manufactured, processed or supplied by the Customer then:
- 22.1.1 the Customer shall forthwith on demand produce for inspection by the Company copies of all written instructions, information and warnings to be supplied by the Customer in relation to the said composite goods provided. For the avoidance of doubt, such inspection or right to inspect shall not of itself constitute acceptance or approval on the part of the Company of such instructions, information or warnings, and
- 22.1.2 notwithstanding any other right or remedy the Company may have, the Customer shall indemnify, keep indemnified, and hold the Company and its Affiliates harmless from and against any Losses that the Company may incur as a result of or in connection with any action, demand, claim or claims made against the Company pursuant to the Act relating to the said composite goods of the Customer or Goods or parts thereof supplied hereunder in circumstances in which the said Goods or parts supplied by the Company were either:
- 22.1.2.1 not the defective part of the said composite goods, or
- 22.1.2.2 were only rendered the defective part or became a defective goods by reason of acts or omissions of the Customer, or
- 22.1.2.3 were only rendered the defective part or became a defective goods by reason of instructions or warnings given by the Customer or other Company of the said composite goods or the Goods or parts thereof supplied hereunder, or
- 22.1.2.4 were supplied by the Company in accordance with a specification and/or standard stipulated by the Customer.
- 22.2 For the purposes of this clause the word "defective" shall be interpreted in accordance with the definition contained in the Act.
- 22.3 The Customer must satisfy itself that the Goods or parts thereof of the Company's supply are suitable for any application in or for which they are to be used prior to incorporation or use.

## **23. Notices**

- 23.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
- 23.1.1 delivered by hand or by pre-paid 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
- 23.1.2 sent by email to the following email address:
- 23.1.2.1 for Company: ask@hadleygroup.com.
- 23.1.2.2 for Customer: the email address as set out in the Order.
- 23.2 Any notice or communication shall be deemed to have been received:
- 23.2.1 if delivered by hand, at the time the notice is left at the proper address;

- 23.2.2 if sent by pre-paid first class post or other next working day delivery service, at 9am on the third Business Day after posting; or
- 23.2.3 if sent by email, at the time of transmission, or, if this time falls outside Working Hours in the place of receipt, when Working Hours resume.

23.3 All references to time are to the local time at the place of deemed receipt.

23.4 This clause does not apply to notices given in legal proceedings or arbitration.

## **24. Further assurance**

24.1 The Customer shall at the request of the Company, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

## **25. Entire agreement**

25.1 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

25.2 Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

25.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

## **26. Assignment**

26.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Company's prior written consent.

## **27. Set Off**

27.1 The Company shall be entitled to set-off under the Contract any liability which it has or any sums which it owes to the Customer under the Contract or under any other contract which the Company has with the Customer.

27.2 The Customer shall pay all sums that it owes to the Company under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

## **28. No partnership or agency**

28.1 The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

## **29. Equitable relief**

29.1 The Customer recognises that any breach or threatened breach of the Contract may cause the Company irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Company, the Customer acknowledges and agrees that the Company is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

## **30. Severance**

30.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.

- 30.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

### **31. Waiver**

- 31.1 No failure, delay or omission by the Company in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 31.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by the Company shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Company.

### **32. Compliance with law**

- 32.1 The Customer shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

### **33. Conflicts within contract**

- 33.1 If there is a conflict between the terms contained in the Conditions and the terms of the Order, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.

### **34. Third party rights**

- 34.1 Except as expressly provided for in clause 34.2, a person who is not a party to the contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
- 34.2 Any Affiliate of the Company shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

### **35. Governing Law**

This Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

### **36. Jurisdiction**

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).