

## TERMS & CONDITIONS OF SALE

---

### 1. GENERAL

A) The following conditions issued by Dormer Pramet (The 'Company') apply to any contract which these conditions for part of the exclusion of any conditions or order or purchase of the customer or any other standards, specification, conditions, or particulars of or adopted the Customer, unless expressly accepted in writing by the Company as part of the contract.

B) Orders for 'Specials' (i.e., non-catalogued items), must be covered by an official order. The company reserves the right to supply in satisfaction of the order a deviation from the quantity ordered of plus or minus 10% or one piece, whichever is the greater

C) Where good are to be supplied by the Company from stock, such supply is subject to availability of stocks at the date of delivery.

D) These conditions apply to services provided by the company in the same way as they apply to goods supplied by the company.

### 2. QUOTATIONS AND TENDERS

No order placed in response to the company's quotation will be binding unless accepted by the company in writing. Tenders submitted by the Company shall remain open for acceptance for a period of six weeks from the date of tender, unless in the tender some other period is specified or accepted and unless the tender is withdrawn by the Company Orders placed against specific quotations/tenders must clearly indicate the reference of the quotation.

### 3. CANCELLATION: RETURN OF GOODS

A) An order may not be cancelled or suspended without the prior written consent of the Company on terms to be mutually agreed. The Company will only agree to the cancellation of orders for specials on payment of a charge to be determined by the Company as equal to the cost of work already carried out.

B) Only standard catalogued tools of the company's current designs and specification in the first-class re-saleable condition may be accepted for credit or exchange, and then only if prior written agreement has been obtained from the Company. Specials will only be credited at the scrap metal value to be determined by the company in its sole discretion. Carriage of returned goods shall be arranged and paid for by the customer. Handling, reworking, and re-packing will be charged at an estimated rate of total return value. This charge will be deducted from any resultant credit note.

### 4. DELIVERY AND COMPLETION DATES

A) Delivery periods, dispatch dates or dates for carrying out services are given in good faith, but the dates specified in the contract are approximate only and, unless otherwise expressly states, time is not of the essence for delivery or performance. The Company will not be liable in any circumstances for the consequences of any delay in delivery or failure to deliver if the duration of the delay is not substantial or if the delay or failure is due to an Act of God, fire, inclement or exceptional weather conditions, industrial action (whether at the Company's premises or elsewhere), hostilities, breakdown, shortage of labour, materials, power or other suppliers, late delivery or performance or non-delivery or non-performance by suppliers or sub-contractors, governmental order or intervention (whether or not having the force of law) or any other cause whatsoever beyond the Company's control or of an unexpected or exceptional nature.

B) No delay shall entitle the customer to reject any delivery or any further instalment or part of the order or any other from the Customer or to repudiate the contract or the order.

C) The company will not be held responsible for duplication of consignments if official orders following up verbal or telephone instructions are not clearly marked 'confirmation'.

### 5. TITLE TO GOODS

A) Notwithstanding that risk in the goods shall pass to the Customer in accordance with clause 6, title to the goods (whether separate and identifiable or incorporated in or mixed with other goods) shall remain with the Company until payment in full has been received by the Company.

(i) for those goods

(ii) for any other goods supplied by the company

(iii) of any other monies due from the Customer to the Company on any account

Until title to the goods passes to the Customer as above the Customer shall:

- i (i) keep the goods separately and readily identifiable as the property of the Company.
- ii (ii) not attach the goods to real property without the Company's consent

Any resale by the Customer in which property has not been passed to the Customer shall (as between the Company and the Customer only) be made by the Customer as agent for the Company.

The goods shall be deemed sold or used in the order delivered to the Customer. At any time before title to the goods passes to the Customer (whether or not any payment to the Company is then overdue or the Customer is otherwise in breach of any obligations to the Company), the Company may (without prejudice to any other of its rights):

- i (i) retake possession of all or any part of the goods and enter any premises for that purpose (or authorize others to do so) which the customer hereby authorizes:
- ii (ii) require delivery up to it of all or any part of the goods.

The Company may at any time appropriate sums received from the Customer as it thinks to fit, notwithstanding any purported appropriation by the Customer.

Each clause and sub-clause of this clause is separate, severable, and distinct and accordingly, in the event of any of them being for any reason whatever unenforceable according to its terms, the others shall remain in full force and effect.

## 6. DELIVER: LOSS OR DAMAGE

Unless the contact stipulates, the risk in the goods passes to the customer when the goods are dispatched from the company's works and the company accepts no responsibility for any damage or loss in transit. Claims for damage or loss in transit should be made on the carrier and any conditions imposed by the carrier in relation to claims for damage or loss in transit should be complied with.

## 7. PRICES

A) Where the goods are sold by reference to the Company's published price list the price payable for the goods shall be the ruling price as published in the price list current at the date of dispatch of the goods from the company's works.

B) In other cases, the price stated in the contract is based on the costs to the Company of raw materials, fuel and power, transport and labour and all other costs at the date of acceptance of the order or the quotation (whichever is earlier). If at the date of dispatch of the goods from the company's works, or if at the date of carrying out the work, in earlier case there has been any increase in all or any of such costs the price payable for the goods or services may at the request of the Company be increased accordingly.

C) Where the price for the goods or services is varied in accordance with this condition the price as varied shall be binding on both parties and shall not give either party an option of cancellation.

D) There shall be added to the price of the goods or services any value added tax and any other duty relating to the manufacture, transportation, export, import, sale or delivery of the goods or performance of the services (whether initially charged or payable by the Company or the Customer).

E) Quotations in a currency other than sterling are based on the rate of exchange at the time of quoting and unless otherwise stated the price may be subject to revision up or down if any different rate of exchange is ruling at the date of invoice.

F) Although every effort has been made to ensure the accuracy of the information contained within this price list, no responsibility for financial loss resulting from genuine printing or design errors can be accepted by the editors, publishers, or manufacturers.

## 8. PACKAGING, CARRIAGE AND MODIFICATIONS

A) Goods are normally supplied in multiples of the Company's standard packed quantities (normally tens, fives, single tools or sets) and adjustments to the Customer's orders may be made to avoid split quantities. Goods are dispatched carriage-free by transport of the Company's choice to Customer's addresses in the United Kingdom unless otherwise advised by the Company. Where a request is made for special dispatch arrangements an additional charge determined by the Company will be payable to the Customer.

B) Packing materials are not returnable for credit and the Customer will dispose of all such materials in accordance with all regulations (whether statutory or otherwise relating to the protection of the environment)

C) A minimum order charge is applicable to all orders for standard or special products. Any order received that amount will be subject to an administration charge. This administration charge is automatically added to the order on entry and is non-negotiable (please, refer to your local Dormer Pramet Office to inquiry about these charges)

D) All orders for specials, that is all items not included in Dormer Pramet current catalogue and not stocked in our Central Warehouse, will be subject to an administration charge. This charge covers administration and dispatch costs.

E) Modifications to standard products will be charged for.

## 9. TERMS OF PAYMENT

Subject to credit being approved accounts are due for payment not later than the end of the month following the month of dispatch; otherwise, payment must be received by the Company before delivery. All payments shall be made without deduction or set offs. When deliveries are spread over a period in excess of one month the value of work carried out shall be ascertained by the Company at the end of each month and (unless the contact otherwise expressly provides) a sum equal to such value (or any percentage thereof specified in the contract) shall be invoiced and such invoice shall be paid in accordance with the foregoing provisions of this clause. Failure to pay any invoice in accordance with the foregoing terms or other terms, specified in the contract shall entitle the Company to suspend further deliveries and work both on the same order and on other orders from the Customer without prejudice to any other right the Company may have. The Company also reserves the right to charge interest on overdue accounts at the rate of 1% per month. The Company reserved the right where genuine doubts arise as to the Customer's financial position or in the case of failure to pay for any goods or services or any delivery or instalment as aforesaid, to suspend delivery or performance of any order or part or instalment without liability until payment or satisfactory security for payment has been provided.

## 10. SPECIFICATION

A) Goods are described and illustrated as accurately as possible in the Company's literature and are manufactured ed at least to the level of internationally accepted standards. Insignificant variations of goods from their stated dimension or description will not constitute a breach of contract.

B) The Company reserves the right to make change and improvements to its products at any time and suppliers will be made in accordance with such changes notwithstanding the specification shown in the catalogues or other literature.

## 11. INDEMNITY

A) The Customer shall indemnify the Company against any claim or liability in respect of any infringement of any third party's patent, copyright, registered design, or other intellectual property rights resulting from compliance with the Customer's instructions or express or implied.

B) The Company shall also upon demand indemnify the Company against all losses, damages, injury, costs, and expenses of whatever nature suffered by the Company to the extent that the same are wholly or partly caused by or related to: (i) design, drawings, or specifications given or specified by the customer in respect of goods produced by the Company for the Customer or (ii) defective materials or products supplied by the customer to the Company and incorporated by the Company in goods produced by the Company for the Customer or

(iii) the improper incorporation, assembly, use, processing, storage, or handling of goods by the Customer.

**12. WARRANTY**

A) The Company warrants in relation to goods of the company's manufacture that it will (at the company's choice either repair or replace, or refund the full purchase price of any goods which are accepted by the company as being defective or not in accordance with the contract or any express description or representation given or made by or on behalf of the company in respect of the goods within a period of 12 months from dispatch of such goods from the company's works (The "Warranty Period") save that this warranty shall not apply where the defect or fault is attributable to defective materials supplied by third parties where the customer's only remedy will be against that third party in respect of services, if the company accepts within the warranty period that it has failed to execute the services in accordance with the express terms of the contract the company may at its option perform again such of the services as have not been carried out in accordance with the express terms of the contract or repay the customer the charge for such of the services as have not been so performed (provided such charge shall have been paid to the company by the customer).

B) The company warrants in relation to goods not of the company's manufacture (including but not limited to parts and components supplied by others for goods manufactured by the company) that it will so far as able to do so give the customer the benefit of any express guarantee or warranty by the manufacturer or supplier of such goods and of any other rights which the company has against the manufacturer or supplier.

C) The customer's remedies in respect of any claim under the foregoing express warranty or against any manufacturer or supplier as aforesaid or any claim under any condition or warranty implied by the law or any other claim in respect of the goods or services or any workmanship in relation thereto (whether or not involving negligence on the part of the company) shall in relation to goods of the company's manufacture be limited to repair, replacement or refund of the purchase price as aforesaid and in relation to goods not of the company's manufacture shall be limited to the enforcement of the above mentioned liabilities of the manufacturer or supplier and any condition or warranty by law shall cease to apply after the expiry of the warranty period.

D) The company shall not in any circumstances be liable for any damages, compensation, costs, expenses losses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law is hereby excluded except to such exclusion is prohibited by any rule of law. Where the goods (or services) are sold under a consumer sale the statutory rights of the customer are not affected by these terms and conditions.

E) A claim in respect of any defect or failure to comply with the specification or in respect of any delivery or instalment of any order or any part thereof shall not entitle the customer to cancel or refuse delivery of or payment for any other order, delivery or instalment or any part of the same order, delivery, or instalment.

**13. ACCEPTANCE**

Without prejudice to clause 12 of these terms and conditions, the Customer shall have a period of 14 days following delivery in which to examine the goods after which the Customer shall be deemed to have accepted the goods and the customer agrees that such period is reasonable. The Customer's rights in respect of acceptance and/or rejection of goods shall be construed in all respects in accordance with this clause and any other rights of the Customer in respect of acceptance and/or rejection whether statutory or otherwise are hereby excluded.

**14. DELAYED ACCEPTANCE**

If for any reason the Customer is unable to accept delivery of the goods when the goods are due and ready for delivery the Company may arrange storage of the goods at the Customer's risk and the Customer shall be liable to the Company for the reasonable costs (including insurance) of such storage. The provision is without prejudice to any right which the Company may have in respect of the Customer's failure to take delivery of the goods or pay for them in accordance with the contract.

**15. TERMINATION**

If the Customer enters into a deed or arrangement or commits an act or bankruptcy or compounds with his creditors or if a receiving order is made against his or (being a Company) it shall pass a resolution or the court shall make an order that the Customer shall be wound up (otherwise than for the purpose of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of these assets or undertaking of the Customer or if circumstances shall arise which entitle the court to make a winding up order or if Customer takes or suffers any similar act on consequences or debt of if the financial responsibility of the Customer shall, in the opinion of the Company become impaired or if the Customer shall commit any breach of any part of the contract the Company may without prejudice to its rights and remedies hereunder stop all goods in transit and suspend further deliveries and by notice in writing to the Customer may forthwith determine the contract.

## 16. HIREWORK

A) Hire work and work involving the use of the Customer's materials is undertaken by the Company only on the express understanding that the Company cannot be responsible for any distortion, faults or defects which appear or develop during or are caused by the work, howsoever arising even resulting from any fault or negligence or mistake of the Company. The Company gives no guarantee or warranty of any kind but subject to the availability of capacity and facilities it will endeavor to correct any such distortion, faults or defects at the Customer's expense and risk. The Company shall not in any circumstances be liable for damages, compensation, costs, expenses, losses or other liabilities, whether direct or consequential and any other remedy which would otherwise be available in law is hereby excluded except to the extent that such exclusion is prohibited by law.

B) Unless it is otherwise expressly agreed in writing any waste material resulting from the performance of any hire work shall become the property of the Company but it is herein expressly agreed between the Company and the Customer that the Company may at any time order the Customer to remove any such waste material and the Customer hereby agreed that on receipt of any such order from the Company it will forthwith comply with such order.

C) The customer agrees that it will reimburse the Company for the damage caused to any plant or machinery of the Company by the material supplied by the Customer to the Company.

D) The Company will have a lien on all the Customer's goods and materials in the possession of the Company for the hire work in respect of all sums owing to the Company for such hire work.

## 17. NON-STANDARD ORDERS

Where the Customer orders goods or materials of a type, size or quantity not normally produced by the Company or services not normally performed by the Company reserves the right to cancel the contract or the uncompleted balance thereof, in which the event the Customer will only be liable to pay for the part thereof actually delivered or performed.

## 18. SUB-CONTRACTING

The Company shall be entitled to sub-contract any work relating to the contract without obtaining the consent of or giving notice to the Customer.

## 19. ASSIGNMENT

None of the rights or obligations of the Customer under the contract may be assigned or transferred in whole or in part without the prior written consent of the Company.

## 20. HEALTH AND SAFETY AT WORK

The Customer agrees to pay due regard to any information supplied by the Company and relating to the use for which the goods are designed or have been tested or concerning conditions necessary to ensure that they will be safe without risk to health at all times when they are being set, used, cleared or maintained by any person at work, and the Customer undertakes to take such steps as may be specified by the above information to ensure that as far as reasonably practicable the goods will be safe and without risk to health at all times as are mentioned above.

## 21. APPLICABLE LAW

The contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall in all respects be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Court.

## 22. ANTI-BRIBERY AND SUPPLIER'S BUSINESS PARTNER CODE OF CONDUCT

The counterparty shall and shall through an adequate compliance program procure that its personnel and other third parties acting on its behalf shall, conduct business in compliance with applicable anti-bribery laws [1] (the "ABC-Laws"). Further the counterparty undertakes to comply with the Business Partner Code of Conduct (as updated from time to time), available at [Business Partner Code of Conduct](#). Any failure by the counterparty to comply, in whole or in part, with the ABC-Laws or said Business Partner Code of Conduct, is to be considered a breach of this Agreement which will entitle Supplier to terminate the Agreement with immediate effect if the breach is not possible to remedy.

<sup>1</sup> Including the OECD Convention on Combatting Bribery of Foreign Public Officials in International Business Transactions, US Foreign Corrupt Practices Act, the UK Bribery Act 2010, the Swedish Penal Code and the anti-bribery laws of the Territory

Supplier shall be under no obligation to fulfill any outstanding payments or deliveries or accept any order under the counterparty Agreement, if Supplier has reasonable grounds for suspecting that such payments, deliveries or transactions may be used in – or contribute to a – breach of any ABC-Laws, the Business Partner Code of Conduct or otherwise would constitute a criminal offence. Supplier shall be entitled to withhold such payments, deliveries and transactions until it is evidenced that such payments, deliveries or transactions will not be used in – or contribute to a – breach of any ABC-Laws, the Business Partner Code of Conduct or otherwise would constitute a criminal offence. The counterparty shall indemnify Supplier from and against all and any liabilities suffered or incurred in any jurisdiction in relation to any failure by the counterparty to comply with ABC-Laws or the Business Partner Code of Conduct

### 23. GDPR

Personal Data is used to fulfill Dormer Pramet obligations under sales/purchase contracts to which the data subject is party; or in order to take steps at the request of the data subject prior to entering into a contract; our legal obligations such as accounting and bookkeeping requirements and to fulfill our legitimate interests in managing the business relationship. Personal data will be stored as long as you have a business relationship with Dormer Pramet and as required by a legal obligation to which Dormer Pramet is subject.

### 24. TRADE COMPLIANCE

- i. For the purpose of this agreement “Global Trade Laws and Regulations” means customs, import, export, re-export, trade control and economic or financial sanctions laws, regulations and orders, always including such laws, regulations and orders of the UN, US, EU and UK, but also, as applicable, such laws, regulations and orders of any country in which the products are manufactured, received, used, exported from, imported to, or as otherwise applicable.
- ii. For the purpose of this agreement “Prohibited Countries” means Afghanistan, Belarus, Iran, North Korea, Russia, Syria, Crimea and non-government controlled areas of the Donetsk, Kherson, Luhansk and Zaporizhzhia oblasts of Ukraine. Dormer Pramet reserves the right to amend the list of Prohibited Countries by written notice to the customer.
- iii. For the purpose of this agreement “Listed Person” means any person or entity, specially designated, blocked or otherwise individually listed or targeted under Global Trade Laws and Regulations.
- iv. The customer represents and warrants that:
  - a. none of the customer, its affiliates, or any of their respective officers or directors, is a Listed Person, or is owned to 50 % or more, directly or indirectly, individually or in the aggregate, or is otherwise controlled by one or more, Listed Person(s);
  - b. the customer has not engaged in, is not engaging in, and will not engage in any business involving a Listed Person, or any entity owned to 50% or more, directly or indirectly, individually or in the aggregate, or otherwise controlled by one or more, Listed Person(s); and
  - c. the customer has not engaged in, is not engaging in, and will not engage in any transaction that circumvents, evades, or avoids, or has the purpose or effect of circumventing, evading, or avoiding, or attempts to violate, any Global Trade Laws and Regulations.
- v. The customer hereby agrees to observe and comply fully, and use the products in full compliance, with all Global Trade Laws and Regulations. The customer agrees that no products provided by Dormer Pramet shall be, directly or indirectly, sold, exported, re-exported, transferred, retransferred or otherwise released or disposed to any person or entity, legal or natural, in breach of Global Trade Laws and Regulations. The customer shall not take any actions in furtherance of this agreement that would cause Dormer Pramet to violate any Global Trade Laws and Regulations to which Dormer Pramet is subject.
- vi. Without limitation to the generality of the foregoing, the customer shall not, directly or indirectly, sell, export, re-export, transfer, retransfer or otherwise release or dispose any products:
  - a. without securing all licenses and/or authorizations necessary under the Global Trade Laws and Regulations from the relevant governmental authority;
  - b. to, or for the benefit of, a Listed Person;
  - c. to, via, or otherwise for use in, Prohibited Countries;
  - d. for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, or for any nuclear explosive or unsafeguarded nuclear fuel cycle activity; or
  - e. for military end-use or to a military end-user, including military intelligence end-uses and end-users, without obtaining Dormer Pramet’s prior approval.
- vii. The customer shall impose the obligations above in this Section in all subsequent transactions involving the products. Further, the customer shall establish and maintain adequate internal controls and mechanisms to (i) detect conduct by third parties in its downstream commercial chain, including possible resellers, that violates, or frustrates the purpose of, Global Trade Laws and Regulations; and (ii) ensure it obtains sufficient knowledge about end-user to determine whether for each contract, the products, could be destined for an end-use which is not permitted under this agreement.

viii. The customer agrees to, as promptly as possible and in any event within five (5) business days, notify Dormer Pramet in writing of actual or suspected breaches of any of the obligations above in this Section and shall to the best of its abilities, cooperate with Dormer Pramet to facilitate compliance with Global Trade Laws and Regulations and will upon request, provide Dormer Pramet with copies of all documentation relating to any business dealings involving the products, including but not limited to, end-user certifications. Further, the customer shall provide all information relating to requests for any products, that the customer suspects could violate or circumvent Global Trade Laws and Regulations, or where the provision of products would breach the customer's commitments under the obligations above in this Section, including requests from or on behalf of a Listed Person or attempts to acquire any products in violation of Global Trade Laws and Regulations.

ix. If the customer, in whole or in part, breaches any of the obligations above in this Section or (to the furthest extent permissible under applicable law) in Dormer Pramet's reasonable opinion any such breach is likely to occur, the parties agree that: (i) Dormer Pramet shall be under no obligation to fulfil outstanding payments, deliveries, orders or alike; (ii) Dormer Pramet shall not be liable toward the customer or any third party for any subsequent non-performance by Dormer Pramet under this agreement; and (iii) that the customer shall indemnify and hold Dormer Pramet harmless from any claims or losses relating to such non-performance. Any failure by the customer to comply, in whole or in part, with this Section, is to be considered a material breach of this agreement which will entitle Dormer Pramet to terminate the agreement with immediate effect. Further, Dormer Pramet is entitled to terminate the agreement with immediate effect upon written notice if either party's ability to fulfil an obligation under this agreement is materially affected by the imposition of restrictions in Global Trade Laws and Regulations.

#### **EXPORT**

A) The above conditions shall apply to export sales except as stated below or were varied in writing and mutually agreed.

B) It is the Customer's responsibility unless the contract otherwise expressly provides:

(i) to ensure that the goods comply with any applicable regulations relating to the description, specification, use, packaging, and importation of the goods into any country.

(ii) to pay all import duties and any other costs, duties, or taxes in connection with the transportation, importation, and insurance of the goods.

C) Customers must supply the Company will all necessary information to enable it to comply with the import regulations current in the Country, and keep the Company advised of any modifications thereto affecting any order in process.

D) Customers shall compensate the company for any costs incurred in the execution or cancellation of any order if varied or stopped because of any regulation referred to in (B) above not notified to the Company or modified after the Company's acceptance of the orders.