

HUBER+SUHNER (UK) LIMITED
STANDARD TERMS AND CONDITIONS OF SALE

1. THESE conditions of sale are applicable to all quotations and contracts for sale of goods by the seller unless expressly excluded in writing authorised by a Director of the Seller. Quotations shall remain valid for the period stated in the quotation, or if not stated for a period of 30 days, unless previously withdrawn in writing by the Seller.
2. QUOTED prices will be subject to variation by the Sellers discretion according to material costs at the time of manufacture other than for price list items which will be subject to the price ruling at the date of despatch. Quoted prices will also be subject to variation by the Sellers discretion if, between the date of Quote and the date of Order placement, the exchange rate* between GBP (British Pound Sterling) and CHF (Swiss Franc) has moved by greater than + or - 5%.
*Current and historical exchange rates as per Bank of England statistical interactive database.
3. ORDERS in response to quotations will be submitted by the Buyer in writing but shall not be deemed accepted by the Seller unless and until the order is confirmed as accepted by the sellers authorised representative.
4. UNLESS otherwise specified in writing by the Seller, Orders placed more than 2 months in advance of delivery date (including any "fixed price" orders), will also be subject to price variation if, between the date of acceptance of Order and the date of Shipment, the exchange rate* between GBP (British Pound Sterling) and CHF (Swiss Franc) has moved by greater than + or - 5%. Should the movement be so severe as to necessitate cancellation of the order by the Seller, such cancellation shall not give rise to any liability of the seller whatsoever. Notwithstanding the above, clause 6 shall remain in force.
*Current and historical exchange rates as per Bank of England statistical interactive database.
5. A £50 minimum order charge will be added to all orders that are below the Minimum Line Order Value of £100 or the Minimum Total Order Value of £300, unless waived in writing by the Seller.

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6. NO order which has been accepted by the Seller may be cancelled by the Buyer without the Sellers prior written consent. If the Buyer wishes to cancel an order for goods, due to no fault of the Seller, then the Seller will charge an administration fee of not less than £100, and not greater than 100% of the order value. For customer specific goods, the seller will charge the buyer, as a minimum, the costs incurred to the point of order cancellation acceptance.
7. In the event the Buyer makes a change request to an order that results in a change in the design of product supplied or additional manufacturing time that was not in the original quote, the Seller reserves the right to amend the price of the order and is no longer bound to those provided on the original quote. If, after the Seller accepts an order, the Buyer changes the scope or timescales required that, as a result, forces the Supplier to amend the manufacture location, the Seller reserves the right to increase the price of the order in question to reflect the additional costs of such changes.
8. UNLESS otherwise agreed in writing, the prices payable for the goods which the Seller is to supply in accordance with these conditions (the "Goods") shall be the Sellers current price ruling at the date of shipment of the goods, these are exclusive of freight charges and VAT. The seller reserves the right to apply an additional surcharge for express or timed deliveries. Additional freight charges may also be applied by the Seller in the event the Buyer amends its delivery requirements after the order is placed.
9. PAYMENT in full for the Goods is due no later than 30 days from the invoice date unless otherwise agreed in writing. In the case of prepayments by cheque accompanying an order which has been accepted by the Seller, a clearance period of up to 4 days will be required before the Seller is obliged to act upon the order. If special clearance is required an additional charge will be made by the Buyer to cover the Sellers bank clearance charges. In the case of payments by credit, debit or purchasing card, an additional charge of 5% of the value of the order will be made to cover the Sellers bank clearance charges.
10. THE Buyer understands that the Seller will exercise the statutory right to interest, compensation and recovery of reasonable costs under the

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Late Payment of Commercial Debts (Interest) Act 1998 if the Seller is not paid according to agreed credit terms.

11. THE Seller reserves the right to ship and invoice partial quantities against an order. The acceptance by the Buyer of the Goods delivered shall constitute a contract and payment for the goods will be to the agreed payment terms. If the Buyer specifically requires a total quantity shipment this must be clearly marked on the order, and will be deemed as part of the contract of supply.
12. THE Buyer shall be deemed to have accepted the Goods as being in accordance with the order unless, within 7 days for United Kingdom business or within 14 days for export business, from receipt of Goods the Buyer has notified the Seller that the Goods/Invoice are not in accordance therewith.
13. ALL supplies of wire and cable are supplied to a length tolerance of + or - 10%. Any additional length supplied is chargeable. All non-standard cable lengths ordered will incur a £25 per cut surcharge, at the Sellers discretion, in order to cover cable cutting costs.
14. THE Seller undertakes that, where Goods have been supplied which are defective in design, materials or workmanship and such Goods are returned to the Seller within one calendar year of receipt, the Seller will either (1) repair or, replace such returned Goods at the Sellers expense or (2) credit the Buyer with the price paid for the goods. Any returnable goods must be authorised by the Seller in advance and have a valid RMA number provided. Unauthorised returns will be rejected and a £50 handling fee will be applied at the Sellers discretion. Save as aforesaid, the Seller excludes to the fullest extent permitted by law any term, condition or warranty as to the Goods, their quality or their fitness for any particular purpose whether express or implied by statute or common law or otherwise and any collateral warranty whenever given unless in writing over the signature of a Director of the Seller.
15. IF an Event of Force Majeure impedes or prevents the Seller from its obligations in the supply of Goods, extending to the procurement of materials necessary to supply such Goods or parts thereof, the Seller shall not be considered in breach of this contract and may cancel the

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affected order with the Buyer by notice in writing. Also if, as a result of an Event of Force Majeure, the cost to the Seller of supplying Goods under any contract shall increase excessively, and the Seller and the Buyer cannot agree as to the manner in which any such increased costs shall be borne between them respectively, the Seller may cancel the order with the Buyer by notice in writing. Such cancellations relate to goods not yet supplied and such cancellation shall not give rise to any liability of the seller whatsoever. For the avoidance of doubt, Events of Force Majeure means an event beyond the control of the Seller including but not limited to:

- (a) Act of God (such as but not limited to, fires, earthquakes, drought, tidal waves and floods);
- (b) War, hostilities (whether declared or not), invasion, act of foreign enemies, rebellion, revolution, national emergency;
- (c) Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Seller;
- (d) Act of Parliament, or orders, regulations or by laws made under Statutory Authority;
- (e) Industrial disputes, civil combination, quarantine failure of suppliers or raw materials or other goods to deliver;
- (f) Acts or threats of terrorism.

16. IF the Buyer shall make default in the performance of, or commit any breach of his obligations to the Seller under this or any other contract, or if the Buyer shall become insolvent or commit any act of bankruptcy or (if the Buyer is a company), a petition or resolution for winding up the Buyer shall be presented or passed or if an administrative receiver or provisional liquidator of the Buyer shall be appointed, or the Buyer takes or suffers any similar action in consequence of debt, the Seller shall be entitled to suspend further deliveries to the Buyer under this or any other contract and to determine any contract then subsisting between the Seller and the Buyer without prejudice to any right of the Seller to recovery of any sums owing to them by the Buyer or to damages for breach of contract or otherwise.

17. IN the case of any goods to be supplied by instalments any objections to or defect in or any default of the Seller in relation to Goods comprised in or which ought to have been comprised in one instalment shall not affect any contract relating to the supply of the balance of

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such Goods. Each instalment shall for this purpose and for the purpose of payment be regarded as a separate contract for sale.

18. (a) IF any Goods are to be in accordance with specifications or patterns to be supplied by the Buyer, the Buyer must supply the same in reasonable time to permit the Seller to complete all deliveries by the relevant date (if any) specified in the Sellers quotation. The Buyer indemnifies the Seller against all damages penalties, costs and expenses to which the Seller may become liable or which it may incur through anything done by the Seller in execution of an order in accordance with any specification or pattern supplied by the Buyer involving or being alleged to involve an infringement of any third party intellectual property right or any law regulation or enactment.

(b) ANY specifications, drawings and technical information given to the Buyer by the Seller are the Sellers exclusive property and shall not be copied, reproduced or communicated to any third party without the Sellers prior consent in writing.

19. THE risk in the Goods shall pass upon delivery of the Goods to the Buyer, however until the Seller has received payment in full for all the sums due from the Buyer under this or any other contract with the Seller.

(a) The title in the Goods shall not pass to the Buyer,

(b) The Buyer shall hold the Goods in a fiduciary capacity for the Seller as trustee;

(c) The Buyer shall store the Goods in premises occupied by the Buyer in such a way as to enable the Goods to be identified as the property of the Seller and the Buyer shall not purport to charge or encumber the Goods in any way or incorporate the Goods in any other goods;

(d) The Buyer shall keep the Goods safe and insured against all risks in their full replacement value;

(e) The Seller shall at any time without prejudice to any other remedy (i) be entitled to demand that the Buyer return the Goods to the Seller forthwith; and/or (ii) repossess the Goods from any premises where they are kept, for which purpose the Buyer grants an irrevocable licence to the Seller, its employees, servants and agents to enter upon the premises where the Goods are kept by whatever means the Seller deems necessary in order to repossess the Goods.

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20. IF by reason of instruction or lack of instructions from the Buyer despatch is delayed for 21 days after notification that the Goods are ready for delivery, the Seller may arrange to store the Goods at the Buyers expense and for the purpose of payment the Goods shall be deemed to have been delivered. In this case the Seller will apply a £100 administration charge per 30 days held.
21. ANY times quoted for despatch are to be treated as estimates only and the Seller shall not be liable for failure to despatch within such time unless the Buyer has suffered loss as a result of such failure and the amount payable in respect thereof shall have been agreed in writing as liquidated damages, in which case the Sellers liability shall be limited to the amount so agreed to be paid. In all cases whether a time for despatch has been quoted or not, that time for dispatch shall be extended by a reasonable period if delay in despatch is caused by instructions or lack of instruction from the Buyer or by industrial dispute, or by any cause whatsoever beyond the Sellers reasonable control.
22. UNLESS otherwise specified in writing by the Seller;
- (a) Goods supplied to the address within the United Kingdom or Republic of Ireland and not intended for export are sold for delivery ex-works (unless otherwise indicated in the quotation). For Goods sold for delivery ex-works to customers resident in the above countries the Seller shall unless otherwise instructed by the Buyer, be at liberty to arrange delivery to the Buyers premises at the Buyers expense provided nevertheless that any loss or damage to the Goods from the point of despatch ex-works shall be the Buyers responsibility absolutely. The delivery charges (if any) shall be specified in the quotation.
- (b) Goods shipped to an address outside the United Kingdom and the Republic of Ireland will be sold for delivery in accordance with the terms specified by the Seller under one of the relevant headings described in: "Incoterms 2010" (International Chamber of Commerce) and the English text of the said Incoterms 2010 where the relevant shall be used for the purpose of defining the Sellers and the Buyers obligations accordingly as though the same for this purpose were comprised in these conditions. Where no other provision for delivery has either been agreed or specified, delivery is made ex-works. Any delivery period

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stated is calculated from the date of acceptance of the order up to the date of despatch ex-works.

23. THESE conditions shall override any other terms or conditions contained on or referred to in any order form or any other documents or correspondence of the Buyer. No variation to these conditions shall be binding unless agreed between a Director of the Seller and an authorised representative of the Buyer.
24. THIS agreement shall be governed and construed in all respects in accordance with the laws of England and Wales and each party hereby submits to the exclusive jurisdiction of the courts of England and Wales in any disputes resulting from this contract.