

Terms & Conditions of Sale

WADE International



1. DEFINITIONS

In these Terms and Conditions of sale of Goods by the Company to the Customer, the defined terms shall have the meaning given to them in the Order Acknowledgement. In the absence of either an Order Acknowledgement or use of a defined term in the Order Acknowledgement, these Terms and Conditions shall be interpreted using the following defined terms:

"Acknowledgement Number" means the reference (usually stated in the Order Acknowledgement) used to identify the commercial terms agreed by the parties (written or otherwise) in respect of the sale of the Goods by the Company;

"Agreement" shall mean together the Order Acknowledgement (including any schedules to it) and the Terms and Conditions (together with any Special Terms) or, in the absence of a Purchase Order, these Terms and Conditions alone;

"Applicable Anti-Bribery Law" means any bribery, fraud, kickback, or other similar anti-corruption law or regulation of any relevant country, including the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977;

"Associated Person" means in relation to any entity, a person who (by reference to all the relevant circumstances) performs services for or on behalf of that entity in any capacity and including, without limitation, employees, agents, subsidiaries, representatives and subcontractors;

"Company" shall mean Wade International Limited, whose registered office is c/o The Alumasc Group Plc, Station Road, Burton Latimer, Kettering, Northamptonshire, NN15 5JP (company registration number 4398143),

"Customer" shall mean the company, firm or person buying (or who has requested to buy) the Goods from the Company;

"Expected Due Date" shall mean the date when the Goods are expected to be delivered by;

"Goods" shall mean any goods supplied or to be supplied by the Company;

"Intellectual Property Rights" shall mean patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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;

"Order Acknowledgement" means the document referred to as "order acknowledgement" and in a form provided by the Company, which sets out the commercial terms agreed by the parties relating to the sale of Goods by the Company to the Customer;

"Premises" shall mean the delivery address to which the Goods are to be delivered;

"Price" shall mean the price of the Goods which shall be inclusive of all packaging and exclusive of value added and other taxes and all freight, off-loading, carriage, insurance and delivery charges (unless agreed otherwise in the Order Acknowledgement and subject at all times to the application of haulage charges set out at clause 7);

"Quote" shall mean any information or estimate (written or oral) provided by the Company to the Customer in respect of Goods requested to be provided by the Company to the Customer, prior to the issue of an Order Acknowledgement by the Company in respect of such Goods;

"Special Terms" shall mean any terms and conditions agreed in writing by the parties to apply in addition to, or in substitution of the Terms and Conditions; and

"Terms and Conditions" shall mean the standard terms and conditions of sale set out herein.

2. APPLICATION OF TERMS AND CONDITIONS

2.1 All Goods supplied by the Company are supplied on these Terms and Conditions. Any contract for the sale of Goods shall not be subject to (and the Company specifically excludes) any other terms and conditions which the Customer may seek to impose whether or not the Customer's terms and conditions are contained or referred to in any offer, acceptance or counter offer made by the Customer.

2.2 No variation to an Agreement (subject to these Terms and Conditions) shall be binding unless agreed in writing between the authorised representatives of the Company and the Customer.

2.3 This Agreement contains the whole agreement between the Company and the Customer and supersedes all prior representations, arrangements, understandings, agreements and terms and conditions of sale and/or purchase between the Company and the Customer relating to the subject matter hereof. The Parties have not relied upon, and will have no remedy in respect of, any warranty, statement, agreement, arrangement, representation or understanding made by any party or Associated Person unless it is expressly set out in this Agreement. The only remedy available to either party in respect of any such statement, representation, agreement, arrangement, warranty or understanding shall be damages for breach of contract under the terms of this Agreement and neither Party shall have the right to rescind for negligent or innocent misrepresentation in relation to this Agreement. Nothing in this Agreement shall restrict or exclude either Party's liability for fraudulent statements or misrepresentation.

2.4 This Agreement and any warranty given in writing by the Company relating to the Goods contains the whole agreement between the Company and the Customer. All other understandings, agreements, warranties, conditions, terms or representations, whether express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law.

2.5 The Company's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Company in writing.

2.6 Acceptance of the Goods by the Customer or the signature of a representative of the Customer on any Quote, order, invoice or other document which expressly refers to this Agreement shall be conclusive evidence before any court or arbitrator that these Terms and Conditions apply. Previous dealings between the Company and the Customer shall not vary or replace these terms or be deemed in any circumstance whatsoever to do so. Clause headings appearing in these Terms and Conditions are for convenience only and shall not be construed as

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forming part of these Terms and Conditions or taken into account in the interpretation thereof.

2.7 Any reference in these Terms and Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

3. QUOTES AND FORMATION

3.1 All Quotes from the Company are estimates only and a binding Agreement will only be formed following:

3.2.1 receipt of an order for Goods (pursuant to a Quote or not, as the case may be); and

3.2.2 issue of an Order Acknowledgement by the Company or (if sooner) the Company supplying the Goods

at which point the Customer's offer will have been accepted by the Company and the Agreement will be formed.

3.3 In circumstances when the Goods are of a bespoke or non-standard nature:

3.3.1 requiring the approval of drawings by the Customer, a failure of the Customer to provide such approval in a timely manner may result in delays to the Expected Due Date; and

3.3.2 without prejudice to any of its other rights under this Agreement, the Company reserves the right to obtain a letter of intent from the Customer in relation to any costs and expenses it will incur prior to the issue of an Order Acknowledgement.

3.4 All such acceptances by the Company are subject to the availability of the necessary materials and to the Company being able to obtain any necessary authorisation and/or licences and to the same remaining valid.

3.5 Any lead times referred to in any Quote are provided for estimate purposes only.

4. ACCURACY

4.1 The Agreement is not a contract for sale of goods by description. All descriptive matter, specifications, calculations, drawings, particulars of weights, dimensions, coverage rates submitted or issued by the Company or otherwise contained in the Company's price lists or other published matter or advertising are approximate only and none of these shall form part of the Agreement or give rise to any independent or collateral liability upon the Company being intended merely to present a general idea of the Goods as described therein.

4.2 The Company may modify the specification of Goods without notice provided that such modification does not materially affect the Goods.

5. PRICE

5.1 All prices quoted in the Quote are the Company's current prices at the time of providing the Quote. The price payable for the Goods shall be the Price ruling at the date of dispatch and the Company shall be entitled to adjust the Price of the Goods at any time between the date of the Order Acknowledgement and the date of delivery of the Goods, to take account of any increase in costs incurred by the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), changes to its price lists or any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

5.2 All prices are quoted "Ex Works" (as defined in the edition of Incoterms applicable at the date of the Order Acknowledgement) save as expressly varied hereby and are exclusive of VAT, sales or other taxes and subject to clause 7, any costs of carriage and insurance where applicable, which shall be added at the rate in force at the time the Goods are invoiced.

5.3 Special orders and non-standard colours will be subject to a manufacturer's premium; such premium will be detailed in the Quote and/or Order Acknowledgement.

5.4 If the Company discovers a typographical error in the Price, it will inform the Customer as soon as possible and give the Customer the option of reconfirming its order at the correct price or cancelling it, without liability for cancellation set out at clause 22.2. If the Customer cancels in such circumstances and has already paid the Price, the Company will provide a full refund of this.

6. DELIVERY AND PERFORMANCE

6.1 Delivery of the Goods shall be completed immediately following notification to the Customer that the Goods are ready for collection at the Company's premises. Delivery by the Company to a carrier for the purpose of transmission to the Customer shall be deemed to be delivery to the Customer. Section 32(2) of the Sale of Goods Act 1979 shall not apply.

6.2 Expected Due Dates are given by the Company in good faith but are an estimate only. Time for delivery of Goods shall not be of the essence and the Company shall not (subject to clause 14.1.1) be liable for any loss (including loss of profit), damage, costs, charges or expenses caused directly or indirectly by failure (for any reason) to meet the Expected Due Dates, and further, the Customer shall have no right to cancel the Agreement in the event of such a failure.

6.3 The Company shall be entitled to make delivery of the Goods listed in an Order Acknowledgement by instalments and to invoice separately for each instalment including in relation to bulk call off orders. Deliveries of further instalments may be withheld until the Goods comprised in earlier instalments have been paid for in full.

6.4 Where the Company has agreed to deferred deliveries, such deliveries shall be accepted by the Customer within three months from the date of the Order Acknowledgement. If the Customer fails to take delivery within such period, the risk shall pass to the Customer and the balance remaining undelivered together with storage costs shall be invoiced to the Customer and payment shall become immediately due.

6.5 Goods which the Customer agrees to collect Ex Works must be collected within three days of the Company notifying the Customer that the Goods are ready (or such shorter period if agreed by the parties). If the Goods are not collected within this period the Company shall be entitled to:

6.5.1 invoice the Customer for the Goods and to charge for storage of the Goods, the Goods being held at the Customer's risk; and/or

6.5.2 sell such Goods after 28 days after such failure or refusal and deduct any monies payable to the Company by the Customer from the sale proceeds and account to the Customer for any excess or charge the Customer for any shortfall below the Price.

6.6 Upon delivery to the Customer, all Goods should be examined. Deviations in quantity of the Goods delivered from those stated in the Order Acknowledgement

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- shall not give the Customer the right to repudiate this Agreement, to reject the Goods (save insofar as they materially exceed the amount ordered) or to claim damages for breach of contract and the Customer shall be obliged to accept and pay at the Price for the quantity delivered (except insofar as the Customer has the right to reject the Goods under this clause 6.6).
- 7. HAULAGE CHARGES**
- 7.1 The haulage charges for Goods will be as detailed in the Company's "Schedule of Carriage Charges" in force at the date of dispatch.
- 7.2 Small loads or express deliveries of Goods will be charged on an individual basis.
- 8. PAYMENT**
- 8.1 Where the Customer does not have a credit facility with the Company, the full Price (including VAT) of the Goods shall be paid to the Company as invoiced at the time of an order.
- 8.2 Where the Customer has been granted credit terms by the Company (in its sole discretion), the full Price (including VAT) of the Goods shall be paid as invoiced to the Company on the 28th day of the month following the month of delivery of the Goods. This shall be the final date for payment. The Company may (in its sole discretion) amend the terms of or withdraw such credit account facility at any time without notice and without liability for any losses that the Customer may suffer as a result of such withdrawal and upon such withdrawal all amounts due or accruing to the Company (under the Agreement or otherwise) shall become immediately payable notwithstanding any other clause.
- 8.3 Payment shall be made by the Customer in full without deduction, set off or abatement on any grounds. The Company may bring an action for the Price of the Goods even if property in them may not have passed to the Customer.
- 8.4 Time for payment of the Price shall be of the essence.
- 8.5 The Customer shall indemnify the Company and keep the Company fully and effectively indemnified against all expenses and legal costs incurred by the Company in recovering overdue amounts.
- 8.6 Interest shall be payable by the Customer on overdue amounts. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.7 Without prejudice to any other rights the company may have, the Company shall be entitled to suspend the obligations under this Agreement to deliver Goods without liability for any losses that the Customer may suffer as a result of such suspension until such time as all sums due from the Customer to the Company which have passed the final date for payment, including interest as aforesaid, have been paid in full.
- 8.8 A cheque given by the Customer shall not be treated as payment until it has been cleared.
- 8.9 The Customer shall pay all amounts due under this Agreement in full without any set-off, counterclaim, deduction or withholding except as required by law. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.
- 9. TERMINATION**
- Without prejudice to any of its other rights the Company shall, at its option, be entitled by notice to terminate this Agreement immediately in whole or in part and demand payment of any amount due or accruing to the Company (whether under this Agreement or otherwise), re-sell the Goods and/or withhold or cancel any deliveries and the Customer shall indemnify the Company and keep the Company fully and effectively indemnified against all costs, demands, expenses and losses suffered by the Company if any of the following events (or any event analogous to any of the following in a jurisdiction other than England and Wales) occurs or is likely to occur:
- 9.1 (a) the Customer has a bankruptcy petition presented against him or a bankruptcy order is made; (b) the Customer makes or seeks to make any composition or arrangement with his creditors; (c) the Customer passes a resolution for its winding up or makes a proposal to its creditors for a voluntary arrangement or applies for any interim order (within the meaning of Section 268 Insolvency Act 1986); (d) an encumbrance takes possession of any of the Customer's assets, or any of the Customer's property is taken in execution or process of law; (e) a petition is presented or an order is made or a resolution is passed for the winding-up of the Customer; (f) a petition is presented or an order is made for an administration order to be made in relation to the Customer; (g) the Customer's directors make a proposal for a voluntary arrangement with the Customer's creditors; (h) the Customer is unable to pay its debts (within the meaning of Section 123 Insolvency Act 1986); or (i) a receiver or administrative receiver is appointed over any of the Customer's assets; or
- 9.2 the Customer fails to make any payment owed to the Company in accordance with clause 8;
- 9.3 the Customer fails to take delivery or to collect the Goods within 28 days of being notified by the Company that they are to be delivered or are ready to be collected; or
- 9.4 the Customer is in breach of any of its obligations under this Agreement which, if capable of remedy, the Customer has not remedied within 30 days of receiving written notice from the Company. For the purpose of this clause 9.4 "the Company" shall be deemed to include any other company which is a subsidiary of The Alumasc Group plc, and "the Customer" shall be deemed to include, where it is a member of a group of companies, any other company in that group.
- Without prejudice to any other rights or remedies available to the Company, on termination of this Agreement for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.
- 10. RISK**
- Risk of damage to or loss of the Goods (or in each instalment of the Goods where the Company has elected to make deliveries by instalment pursuant to clause 6.3) shall pass to the Customer when the Goods are delivered, in accordance with the terms of clause 6.1. Section 20(2) Sale of Goods Act 1979 shall not apply.
- 11. PROPERTY**
- 11.1 Notwithstanding the passing of risk under clause 10 above, title in the Goods shall not pass to the Customer until the earlier of:
- 11.1.1 the Company receives payment in full (in cash or cleared funds) for:
- the Goods; and
 - any other goods that the Company has supplied to the Customer in respect of which payment has become due,
- in which case title to the Goods shall pass at the time of payment of all such sums; and
- 11.1.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 11.3.
- 11.2 Until title to the Goods has passed to the Customer, the Customer shall:
- hold the Goods as the Company's fiduciary agents and bailee; and
 - store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property; and
- 11.2.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- 11.2.4 notify the Company immediately if it becomes subject to any of the events listed in clause 9.1; and
- 11.2.5 keep the Goods in good and substantial repair and condition and keep them insured for their full Price against all risks to the reasonable satisfaction of the Company from the date of delivery and produce the policy of insurance to the Company upon request; and
- 11.2.6 give the Company such information relating to the Goods as the Company may require from time to time.
- 11.3 The Customer shall not resell, exchange or barter the Goods in any way whatsoever, other than in the normal course of its business before the Company receives full payment for the Goods. However, if the Customer resells the Goods before that time, title to the Goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs.
- 11.4 Upon request, the Customer shall assign forthwith to the Company the benefit of any agreement whether written or oral under which the Goods have been sold to a third party notwithstanding and contrary to clause 11.3 above including but not limited to any claim for the Price thereof or their recovery or value; thereafter, the Company shall be entitled to pursue any remedy open to the Customer and shall be entitled to retain any sum or property recovered at payment of a sum owing to the Company by the Customer.
- 11.5 The Company reserves the right to repossess any Goods sold hereunder to the Customer in respect of which payment is overdue and can re-sell the same and for this purpose the Customer hereby grants an irrevocable right and license to the Company (or its successors in title) through its servants and agents to enter with or without vehicles upon all or any Premises on which such Goods may be situated and to take possession of any such Goods (the cost of which shall be borne by the Customer). These rights shall continue to subsist notwithstanding the termination of this Agreement whether through the happening of any events specified in clause 9 or otherwise and without prejudice to any accrued right of the Company hereunder.
- 11.6 The Company shall be entitled to seek a court injunction (at any time before title passes) to prevent the Customer from selling, transferring or otherwise disposing of the Goods.
- 11.7 The Company may at any time after delivery elect to transfer title in the Goods to the Customer, in which case the Customer shall immediately pay the Price to the Company.
- 12. INSPECTION/SHORTAGES**
- 12.1 The Customer shall inspect the Goods on delivery or on collection as the case may be.
- 12.2 In all cases where the Customer complains of defects or shortages, the Company shall without prejudice to the question of liability generally be under no liability in any event if it has not been given a reasonable opportunity to inspect the Goods before they have been used by the Customer.
- 12.3 In respect of damage to all or part of the Goods or loss or non-delivery of part of the Goods comprised in this Agreement, notification must be made to the Company in writing within seven working days of delivery of the Goods or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery (or when the Buyer ought reasonably have discovered) the defect or failure.
- 12.4 The Customer is relying on its own skill and judgement in relation to the Goods irrespective of any knowledge of the Company or its servants, agents or employees or as to the purpose for which the Goods are supplied or their suitability.
- 13. WARRANTY**
- 13.1 The Company warrants that it has title to and the right to sell the Goods.
- 13.2 No representation or warranty is given by the Company as to suitability or fitness of the Goods for any or any particular purpose and the Customer shall be fully responsible for assessing the suitability of the Goods and fitness for purpose of the Goods.
- 13.3 In no event shall the Company have any liability:
- where the defect complained of arises from any specification, instruction, drawing, design or other material or information supplied by or on behalf of the Customer or arises from fair wear and tear, wilful damage, the Customer's negligence, abnormal working conditions, or misuse or alteration or repair of the Goods without the Company's approval or from failure to follow the Company's instructions (whether oral or in writing or whether relating without limit to the fabrication, installation, operation, use or maintenance of the Goods), or misuse or alteration or repair of the Goods without the Company's approval;
 - if the total Price for the Goods has not been paid by the final date for payment;
 - for any parts, materials or equipment not wholly manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any warranty or guarantee as is given by the manufacturer to the Company.
- 14. LIABILITY/EXCLUSIONS**
- 14.1 Introduction**
- 14.1.1 Nothing in this Agreement shall exclude or limit the Company's liability for fraud or fraudulent misrepresentation or death or personal injury caused by the negligence of the Company or for any other matters which cannot be excluded or limited by law.
- 14.1.2 The Company is only willing to undertake liability additional to that provided for by this clause in exchange for a higher price, such higher liability (if any) being that which is set out in the Special Terms section of the Order Acknowledgement.
- 14.2 Defects**
- 14.2.1 The obligations of the Company under this Agreement are limited such that the Company will only be obliged (and shall have no further liability in contract, negligence or otherwise) at its option to either (i) repair, replace or rectify the faulty Goods if any defects which the Company is reasonably satisfied are caused by faulty design, manufacture, materials or workmanship are discovered within three months from the date of dispatch or (ii) credit the Price (if already paid) attributable to the faulty Goods. The Company shall not be liable for defects

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caused by abnormal use, incorrect installation, incorrect specification or design provided by the Customer, misuse or neglect or any matter relating to defective fitting or affixing.

- 14.2.2 The Customer may only claim the benefit of this clause 14 if it informs the Company of the relevant defect in writing within seven days of discovering it and, where it concerns Goods alone, it returns the Goods to the Company at his own expense.

14.3 Exclusion of Loss

- 14.3.1 Without prejudice to clause 14.1.1, the Company shall not be liable to the Customer in contract, tort (including negligence or breach of statutory duty) or otherwise, even if the Company was advised of the possibility of them in advance, howsoever and whatever the cause thereof for any: (a) economic loss; (b) loss of profits; (c) loss of contracts, revenues or anticipated savings; (d) damage to the Customer's reputation or goodwill; (e) damage to property of the Customer or anyone else whatsoever; or (f) loss resulting from any claim made by any third party; or (g) any special, indirect or consequential loss or damage of any nature whatsoever. For the avoidance of doubt, the sub-clauses in this clause 14.3.1 are intended by the parties to be severable.

14.4 Limitation

Subject to any express warranties which are referred to in the Special Terms and without prejudice to clauses 14.1.1, 14.2 and 14.3, the Company's total liability in contract, misrepresentation, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with the Agreement (including without limit from the Company's negligence, breach of statutory duty or otherwise) shall not in any event exceed the Price payable for the Goods which are the subject of the claim.

15. INDEMNITY

The Customer shall indemnify the Company and keep the Company fully and effectively indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature made by third parties caused in whole or in part or arising out of any act or omission of the Customer in connection with the use or storage or sale of the Goods.

16. DESIGN

16.1 Where the Goods are made to a specification, instruction, drawing, design or other material or information supplied on or on behalf of the Customer to the Company pursuant to this Agreement:

- 16.1.1 the Customer grants to the Company, its officers, employees and agents an irrevocable, royalty-free licence to use any such specification, instruction, drawing, design or other material or information for the purposes of fulfilling the order for which the same was provided;

- 16.1.2 the Customer is responsible for the suitability and accuracy of the specification, instruction, design or drawing (even where finally produced by the Company);

- 16.1.3 the Customer warrants that the use of its specifications, drawings, designs, instructions, materials or other information by the Company shall not infringe any third party's intellectual property rights. If any claim is brought or threatened against the Company in respect of such an infringement, the Company shall be entitled to suspend carrying out further work for the Customer, and the Customer shall indemnify the Company and keep the Company fully and effectively indemnified against all actions, claims, costs, demands, expenses and liabilities of whatsoever nature suffered or incurred by the Company as a result of any such claim or threatened claim brought against the Company; and

- 16.1.4 the Customer shall not be entitled to claim the benefit of clause 14.2 to the extent that the defect arises as a result of the Company manufacturing the Goods in accordance with the Customers specifications, instructions, designs, drawings or other information or materials provided by, or on behalf of, the Customer.

- 16.2 Nothing in this Agreement shall be construed as a representation or warranty by the Company that the design, manufacture, use or sale of the Goods is not an infringement of any third party's intellectual property rights.

17. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 17.1 All of the Company's equipment and documents used in the performance of this Agreement are and shall remain the exclusive property of the Company.

- 17.2 Subject to payment of all invoices by the final date for payment, the Company grants and agrees to grant to the Customer a non-exclusive licence to copy and use the documents prepared by the Company for the Customer in accordance with this Agreement and to reproduce the works and inventions of the Company contained in them for all purposes relating to or connected with the purpose for which they were prepared provided that the Company shall not be liable or responsible for any use of any of the documents prepared for the Customer in accordance with this Agreement for any purpose other than that for which the same were originally prepared and provided by the Company. The intellectual property rights in such documents shall at all times remain vested in the Company.

- 17.3 Where the Goods are not manufactured by the Company, the Company gives no assurance or guarantee that the sale or use of the Goods will not infringe the Intellectual Property Rights of any third party.

- 17.4 The Customer shall keep confidential and not use, without the prior written consent of the Company, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Company or any Associated Person of the Company, and any other confidential information concerning the Company's business, its products and services which the Customer may obtain. The Customer shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Customer's obligations under this Agreement, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to this Agreement. The Customer may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause shall survive termination of this Agreement.

18. EXPORT SALES

Notwithstanding any other clauses in this Agreement, where Goods are sold for export outside the UK:

- 18.1 the Uniform Laws on International Sales Act 1967 shall not apply and the Company shall be under no obligation to give notice under Section 32(3) of the Sales of Goods Act 1979;

- 18.2 section 26(3) of the Unfair Contract Terms Act 1977 shall apply and notwithstanding clause 14.1.1 all liabilities for injury or death arising directly from the use of the Goods are expressly excluded;

- 18.3 unless otherwise agreed in writing by the Company the currency will be pounds sterling; and

- 18.4 the Customer shall be responsible for complying with any legislation or regulations governing the export of the Goods from the United Kingdom and governing the importation of the Goods into the country of destination and for the payment of any duties or taxes on them.

19. CONSUMER PROTECTION ACT 1987 ("THE ACT")

If the Customer incorporates Goods with or uses Goods ancillary to any composite or other products to be produced, manufactured, processed or supplied by the Customer then the Customer:

- 19.1 shall forthwith on demand provide the Company with copies of all written instructions, information and warnings to be supplied by the Customer in relation to the said composite or other products, (provided that such right of or actual inspection shall not constitute acceptance or approval by the Company of such instructions, information or warnings); and

- 19.2 shall indemnify the Company and keep the Company fully and effectively indemnified against all actions, claims, costs, demands, expenses and damages (including without limit for legal actions) of whatsoever nature suffered or incurred by the Company in the event that any claim or claims are made against the Company pursuant to the Act or otherwise relating to the said composite or other products of the Customer in circumstances in which the Goods were:

- 19.2.1 not the defective part of the said composite product;

- 19.2.2 rendered the defective part or became a defective product by reason of an act or omission of the Customer or by reason of instructions or warnings given by the Customer or other supplier of the said composite or other products; and

- 19.2.3 supplied in accordance with a specification and/or drawings furnished by, or on behalf of, the Customer; and

- 19.3 hereby acknowledges its duty to pass on to its customers (where appropriate) all instructions, information and warnings supplied to it by the Company with the Goods.

For the purposes of this clause 19 only, the word "defective" shall be interpreted in accordance with the definition of "defect" contained in Part 1 of the Act.

20. ASSIGNMENT

The Customer shall not be entitled to assign nor transfer (nor purport to assign or transfer) its rights or obligations under this Agreement (in whole or in part) to any other company or person, without the prior written consent of the Company. The Company may assign, license or sub-contract all or any part of its rights or obligation under this Agreement without the Customer's consent.

21. FORCE MAJEURE

The Company shall be relieved of its obligations and shall not be liable for any failure or delay in or from carrying out all or any of its obligations under the Agreement arising from circumstances outside the Company's control including but not limited to acts of God, war, riot, strike, lock out, trade dispute (including by and with the Company's own employees), or any other labour disturbance, power failure; inadequate performance of, failure of or incorrect processing by computer systems, fire, flood, difficulty in obtaining workmen, materials or transport, default of suppliers or sub-contractors or the consequences of hospitalisation or any Government interference or restriction, import or export regulations or any other circumstances whatsoever outside the Company's control. Furthermore the Company shall be entitled by written notice to determine or suspend this Agreement without incurring liability for any loss, expense or damage resulting to the Customer or any other party.

22. CANCELLATION/CHANGES

- 22.1 Order Acknowledgements may only be cancelled by the Customer with the prior written consent of a director of the Company. Cancellation and/or changes will not be accepted where the Goods have been made to the Customer's special order and if accepted by the directors of the Company, will only be made on terms that the Customer shall indemnify the Company in accordance with clause 22.2.

- 22.2 In the event of cancellation by the Customer and/or changes agreed by the Company, the Customer will indemnify the Company and keep the Company fully and effectively indemnified against all expenses, losses (including loss of profit), costs, damages and charges incurred (directly or indirectly) incurred by the Company as a result of such cancellation or any change.

23. RETURNS

- 23.1 Save for returns due to defects in the Goods, Goods returned to the Company will be accepted only in the director's discretion. In the event of returns being accepted, a minimum restocking charge of 30% of the Price will be applied subject always to a minimum charge of £30.

- 23.2 Subject to the Customer's statutory rights, polyester powder coated Goods are supplied to order, so will not be accepted if returned.

24. TIME AND INDULGENCE

A waiver of any right under this Agreement or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by the Company in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its 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.

25. ANTI-BRIBERY

- 25.1 The Customer shall at all times comply with and not violate any Applicable Anti-Bribery Law.

- 25.2 The Customer has and shall at all times implement adequate procedures designed to prevent it or any Associated Person from engaging in any activity which would constitute an offence under the Bribery Act 2010 if it were carried out in the UK, or violate any Applicable Anti-Bribery Law.

- 25.3 The Customer represents that, in connection with the Agreement, no financial or other advantage has been, will be or is agreed to be given to any person (whether

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- working for or engaged by the Company or any third party) by or on behalf of the Customer or its Associated Persons, unless details of any such arrangement have been previously approved in writing by Company.
- 25.4 Breach of any of the provisions in this clause 25 or of any Applicable Anti-Bribery Law is a material breach of the Agreement and, without prejudice to any other right, relief or remedy, entitles Company to terminate the Agreement immediately.
- 25.5 The Customer shall promptly report to Company in writing upon becoming aware that it or any of its Associated Persons relevant to the Agreement (or to any agreement with Company):
- 25.5.1 have committed an actual or suspected breach of this clause 25 or of any Applicable Anti-Bribery Law;
- 25.5.2 are proposed for debarment or suspension from, or are ineligible for participation in, any government procurement programmes or contracts;
- 25.5.3 are the subject of any actual or threatened police, judicial or regulatory investigation or proceedings in relation to any suspected breach of any Applicable Anti-Bribery Law; or
- 25.5.4 have received any request or demand for any undue financial or other advantage in connection with the performance of the Agreement.
- 25.6 The Customer shall keep detailed up to date books, accounts, and records that accurately reflect its transactions relating to the Agreement, and the steps taken by it to comply with Applicable Anti-Bribery Law from the date of the Agreement, and such books, accounts and records shall be retained for a period of not less than six years after their creation;
- 25.7 The Customer shall from time to time, at the reasonable request of the Company:
- 25.7.1 confirm in writing that it has complied with its obligations under this clause 25 and must provide any information reasonably requested by the Company in support of such compliance;
- 25.7.2 permit the Company to have such access to its books, accounts, and records (and to take such copies thereof) as reasonably necessary in order to verify compliance with this clause 25, and to meet with those of its Associated Persons as are relevant to the Agreement to audit such compliance, for up to six years after termination or expiry of the Agreement; and
- 25.7.3 permit the Company to appoint, and the Customer shall cooperate with, an independent accounting or auditing firm to carry out such audit as Company reasonably requires in order to verify compliance with this clause 25 (including meeting with those of its Associated Persons as are relevant to the Agreement), for up to six years after termination or expiry of the Agreement.
- 25.8 The Customer must give reasonable assistance and cooperation to the Company in relation to any police, judicial or regulatory investigation or enquiry in relation to any suspected bribery or corruption, whether during the term of the Agreement or up to six years after its termination or expiry.
- 26 DATA PROTECTION**
The Company uses and protects customer information according to the requirements of the EU General Data Protection Regulation (GDPR) 2018. For further information please refer to our Contacts and Customer Privacy Notice at www.alumasc.co.uk/privacy-policy.
- 27 SEVERABILITY**
In the event that any provision or part-provision of this Agreement is or becomes invalid, unlawful or unenforceable to any extent, such provision or part-provision shall be deemed severed from the remaining provisions which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 28 NOTICES**
Any notice, consent, notification, acknowledgement, authority or agreement required or referred to in this Agreement shall be:
- 28.1 in writing and given to the party for whom it is intended at the address stated in the Order Acknowledgement (unless otherwise notified in writing from time to time), and
- 28.2 given by special or recorded delivery post or telefax and shall be deemed to have been, received 5 days after posting or 1 day after transmission as the case may be.
- 29 THIRD PARTY RIGHTS**
No one other than a party to this Agreement shall have any right to enforce any of its terms.
- 30 NO PARTNERSHIP OR AGENCY**
Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 31 JURISDICTION**
The Agreement shall be governed and be construed in accordance with English Law and all disputes arising in relation to this Agreement (including disputes based in tort) shall be submitted to the exclusive jurisdiction of the English courts.