

## **1. DEFINITIONS**

“Seller” means SACA Group Limited. “Buyer” means the entity to which Seller’s Offer is made, or the entity purchasing Goods and/or Services from Seller. “Goods” means the products offered or sold by Seller. “Services” means Services offered or rendered by Seller. “Offer” means any quotation, bid, or proposal for Goods and/or Services made by Seller to Buyer. “Order” means Buyer’s purchase order, or similar instrument. All references to “terms and conditions” herein mean and include (a) these “Terms and Conditions of Sale”, (b) Seller’s Special Terms and Conditions, as applicable, and (c) any other terms and conditions mutually agreed upon by the Parties in writing, in accordance with Section 3 herein. Seller and Buyer are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

## **2. OFFERS**

Unless stated otherwise in writing by Seller, all Offers made by Seller shall be valid for a period of thirty (30) days from the date of such Offer. Unless accepted by Buyer within the Offer validity period, Seller reserves the right to withdraw and/or revise its Offer. The prices offered by Seller apply only to the specific quantities, specifications, delivery schedules, and terms and conditions set forth in Seller’s Offer.

## **3. ACCEPTANCE**

The terms and conditions herein apply to all Offers made by Seller, and all Orders accepted by Seller. Acceptance of Buyer’s Order, and any changes or amendments thereto, is strictly conditioned upon Buyer’s assent to Seller’s terms and conditions. Unless otherwise agreed upon in writing by a duly authorised representative of Seller, Seller objects to, and is not bound by, any terms or conditions that differ from, add to, or modify the terms and conditions herein. Seller’s failure to object to any terms and conditions or any other provisions contained in any communication from Buyer, including, but not limited to, Buyer’s Order and any changes or amendments thereto, does not waive any of the terms and conditions specified herein. Seller’s acceptance of Buyer’s Order or Buyer’s receipt of Goods, whichever occurs first, shall conclusively evidence Buyer’s unconditional acceptance of these terms and conditions. The terms and conditions herein shall be applicable whether or not they are attached to or enclosed with Goods and/or Services sold or to be sold hereunder.

## **4. PRICES**

Unless otherwise agreed in writing by a duly authorised representative of Seller, all prices are stated in British Pounds and all invoices issued by Seller and payments made by Buyer shall be in British Pounds. A minimum order value of one thousand pounds (£1,000) shall apply.

## **5. PAYMENT TERMS**

Subject to Seller approval of Buyer’s credit, payment terms for Orders are thirty (30) days from the date invoice is issued. In all other instances, payment terms shall be either cash in advance by wire transfer, or by an irrevocable letter of credit confirmed with Seller’s bank. Buyer hereby waives any right of setoff against amounts due to Buyer from Seller.

## **6. TAXES**

The amount of any present or future sales, use, excise, import duty, VAT, or other tax applicable to the manufacture, sale, or lease of Goods shall be added to Seller’s invoice and shall be paid by Buyer, unless Buyer provides Seller a valid tax exemption certificate acceptable to the applicable taxing authority.

## **7. DRAWINGS & SPECIFICATIONS**

All specifications, drawings and particulars of weights and dimensions submitted with offer made by the Seller are approximate only, and the descriptions and illustrations contained in the Seller’s catalogues, price list and other marketing material are intended as indicative values only, none of these shall form part of the contract.

## **8. PERFORMANCE**

The Seller shall accept no liability for failure to attain any performance figures quoted, unless the Seller has specifically guaranteed them. If the performance figures obtained on any test provided for in the contract are outside the rejection limits specified therein, the Buyer will be entitled to reject the goods. If the Buyer becomes entitled to reject the goods, the Seller will repay to the Buyer any sum paid by the Buyer to the Seller on account of the contract price thereof or, at the Seller’s option, the Seller will modify or replace the goods. The Buyer assumes responsibility that goods stipulated by the Buyer are sufficient and suitable for the Buyer’s purposes save in so far as the Buyer’s stipulations are in accordance with the Seller’s advice.

**9. INSPECTION AND TESTS**

All Goods manufactured by Seller are subject to Seller's standard inspection and quality assurance processes and, if applicable, acceptance testing at Seller's facility. Any additional requirements mutually agreed by the Parties, including, without limitation, Buyer's source inspection or additional testing, are at Buyer's sole expense. If Buyer requires inspection by Buyer at Seller's place of manufacture, such inspection shall not unreasonably interfere with Seller's operations. Seller shall give Buyer at least two (2) business days advance notice of availability of Goods for Buyer's inspection. If Buyer fails to perform such inspection within three (3) business days after said notice is received, or such other period as agreed by Seller, inspection by Buyer shall be deemed to have been waived by Buyer.

**10. SAMPLES**

Notwithstanding that a sample of the goods has been exhibited to and inspected by the Buyer, it is hereby declared that such a sample was so exhibited and inspected solely to enable the Buyer to judge for himself the quality of the bulk and not so as to constitute a sale by sample under this contract. The Buyer shall take the goods at his own risk as to their corresponding with the said sample or as to their quality condition or sufficiency for any purpose.

**11. PACKING AND PACKAGING**

All Goods shall be packed and packaged in accordance with Seller's standard commercial packing and packaging methods. Any nonstandard or special packing or packaging requested by Buyer shall be at Buyer's sole expense.

**12. DELIVERY CHARGE**

Freight/postage (and packing) will be charged at 2.5% unless otherwise stated.

**13. PASSING OF TITLE AND RISK**

Risk of loss to Goods shall pass to Buyer upon delivery. Title to Goods shall remain that of Seller until such time as payment under all contracts has been made by Buyer, unconditionally, in full. In the event of failure by Buyer to make payment unconditionally, in full, in accordance with the contractual obligations, the Seller shall have the power to resell the Goods after reasonable notice, such power being additional to (and not in substitution for) any other power of sale arising by operation of law or implication or otherwise.

**14. DELIVERY SCHEDULES AND FORCE MAJEURE**

Shipping dates are approximate and date from the receipt by the seller of an unconditional order by the buyer of the goods in accordance with the Offer together with all necessary Buyer-furnished information and materials, if applicable. Any delay or failure of Seller to perform its obligations under Buyer's Order shall be excused if such delay or failure is the result of an unforeseeable event or occurrence beyond the reasonable control of Seller, and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labour problems (including lockouts, strikes, and slowdowns), inability to obtain power, utilities, materials, labour, equipment, transportation, or court injunction. Delivery shall be deemed to take place when the Goods are delivered to the Buyer or its agents ex the Seller's works or are delivered by the Seller at such other place of delivery specified by the Buyer in his order. Where Goods or Services are to be delivered, if the Seller shall fail (otherwise than for any of the reason aforesaid) to deliver Goods or Services on the estimated delivery date the Buyer shall have no right to cancel the contract unless such failure continues for a period of sixty (60) days after the estimated delivery date. In such event, the Buyer shall be entitled to cancel the contract only in respect of the Goods remaining to be delivered after the expiration of that period. The Buyer shall not by reason of such non-delivery be entitled to reject or to cancel the contract in respect of any of Goods or Services which the Seller has or shall be able to deliver within the said period. In no circumstances shall the Seller be liable to compensate the Buyer, in damages, direct, consequential or otherwise, for non-delivery or late delivery of the Goods or Services.

**15. LOSS OR DAMAGE IN TRANSIT**

Packing of Goods shall be examined by the Buyer on receipt and notification of damage or breakage shall be sent in writing both to the Seller and the carrier within three (3) days of receipt. In the case of loss in transit or delay in delivery, notification in writing shall be sent to the Seller and the carrier by the Buyer within fourteen (14) days of the date of the invoice. "unexamined" signatures do not relieve the Buyer of his liability and the Seller shall not be responsible for any claim or claims if the Buyer fails to comply with this clause.

**16. ACCEPTANCE OF GOODS**

The Buyer shall inspect delivered Goods on receipt from the Seller and shall within seven (7) days of such inspection give notice in writing to the Seller of any reason whereof the Goods are not in accordance with the contract. If the Buyer shall fail to give such notice, the Goods shall be deemed to be in all respects in accordance with the contract and the Buyer shall be deemed to have accepted the Goods.

**17. CHANGES**

Buyer may request changes to the general scope of Buyer's Order by a written notice, of no less than sixty (60) days, provided to Seller, however, such changes shall not be effective until and unless Seller consents to such changes in writing. If any such changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of Buyer's Order, an equitable adjustment shall be made to the price and/or delivery schedule, and Buyer's Order shall be modified to reflect such change and adjustment in writing.

**18. TERMINATION**

Buyer may request cancellation or termination of Buyer's Order for Buyer's convenience, in whole or in part. Seller agrees to cooperate with Buyer in attempting to effect such cancellation or termination conditioned upon Buyer paying Seller for all Goods delivered and/or Services performed, and for all work in process, including all applicable direct and indirect costs, normal profit on such costs, settlements with suppliers, and related termination expenses. To the extent possible, Seller shall use reasonable commercial efforts to divert materials and work in process from Buyer's Order to other customers' orders.

**19. LIMITED WARRANTY**

Seller warrants that Goods delivered under Buyer's Order shall be free from defects in material and workmanship, and conform to Seller's specifications for a period of twelve (12) months from the date of original shipment. This warranty does not apply to any Goods that, upon examination by Seller, are found to have been (a) mishandled, misused, abused, or damaged by Buyer or Buyer's customer, (b) altered from its original state or repaired without Seller's prior written approval, or (c) improperly stored, installed, operated, or maintained in a manner inconsistent with Seller's instructions. This warranty does not apply to defects attributed to normal wear and tear. Seller, at its sole option, shall repair or replace defective Goods, or issue Buyer a credit for the original price of the defective Goods. Such repair, replacement and credit by Seller shall be Buyer's sole remedy for defective Goods and Services. Under no circumstances is Seller liable for retrieval, removal, dismantling, re-installation, redeployment, or re-commissioning of any defective Goods or any costs associated.

**20. PATENT, COPYRIGHT AND TRADE MARKS**

No representation, warranty or indemnity is given by the Seller that the goods do not infringe any letter's patent, copyright or trade mark, registered designs or other industrial rights.

**21. PROPRIETARY RIGHTS**

Seller shall retain all right, title, and interest in and to any data, information, software programs, tools, specifications, templates, scripts, ideas, concepts, inventions, works of authorship, products, know-how, processes, techniques, and the like used or developed by Seller, its employees, and its subcontractors in connection with Buyer's Order. Buyer agrees that Seller retains all proprietary rights in and to all products, specifications, designs, discoveries, inventions, patents, copyrights, trademarks, trade secrets, and other proprietary rights relating to Goods or Services. Unless otherwise identified in writing to Seller, no information or knowledge heretofore or hereafter disclosed to Seller in the performance of, or in connection with, the terms hereof, shall be deemed to be confidential or proprietary and any such information or knowledge shall be free from restrictions, other than a claim for patent infringement, as part of the consideration hereof.

**22. INDEMNIFICATION**

Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, and employees (the "Indemnified Parties") from and against any and all liabilities, losses, expenses, liens, claims, demands, and causes of action ("Claims") for death, personal injury, or property damage arising out of any negligent act or omission of the Indemnifying Parties in the performance of Buyer's Order, except to the extent such Losses are contributed to by (a) the negligence or wilful misconduct of the Indemnified Party, (b) the negligence or wilful misconduct of any third parties, or (c) equipment, information, or materials furnished by Buyer to Seller. Seller's indemnification of Buyer does not apply unless Buyer (a) notifies Seller in writing of any such Claim as soon as reasonably practicable, and (b) allows Seller to control, and reasonably cooperates with Seller, in the defence of any such Claim and related settlement negotiations.

**23. LIMITATION OF LIABILITY**

Notwithstanding any other provision herein, under no circumstances shall either Party be liable for any consequential, special, incidental, indirect, multiple, administrative, or punitive damages, or any damage of an indirect or consequential nature arising out of or related to its performance under Buyer's Order, including, without limitation, loss of use, loss of revenues, loss of anticipated profits, and cost of capital, whether based upon breach of Buyer's Order, warranty, negligence, or any other type of Claim, and whether grounded in tort, contract, civil law, or other theories of liability, including strict liability, even if advised in advance of the possibility of such damages. Seller's total liability arising from or related to Buyer's Order, including, but not limited to, its liability for indemnity, defence, and hold harmless obligations under Buyer's Order, is limited to no more than the amount paid by Buyer to Seller under Buyer's Order, and Buyer agrees to indemnify Seller for any excess amounts. To the extent that this limitation of liability conflicts with any other Section or provision herein, such provision shall be regarded as amended to whatever extent required to make such provision consistent with this clause.

**24. ORDER OF PRECEDENCE**

The following order of precedence shall apply in the event of an inconsistency within Buyer's Order and its related documents, as applicable:

Seller's Special Terms and Conditions  
Seller's Terms and Conditions of Sale  
Specification  
Statement of Work or Scope of Services

**25. GOVERNING LAW AND VENUE**

The performance of the Parties, and any judicial or arbitration proceedings, shall be construed and governed in accordance with the laws of England.

**26. DISPUTES AND ARBITRATION**

The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to Seller's Offer or Buyer's Order, or to a material breach, including its interpretation, performance, or termination. If the Parties are unable to resolve such dispute, either Party may refer the dispute to arbitration. The arbitration shall be conducted in English and in accordance with the Rules of Arbitration of the International Chamber of Commerce, by a person or authority to be mutually agreed upon. The arbitration, including the rendering of the decision and/or award, shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. Examination of witnesses by the Parties and by the arbitrator shall be permitted. A written transcript shall be made and furnished to the Parties. The cost of this transcript shall be borne equally by the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based, and shall be final and binding upon the Parties. The prevailing Party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of attorneys' fees, at the discretion of the arbitrator. Both Parties waive their right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party. The arbitrator shall have no authority to award any of the types of damages excluded by hereunder, and shall be so instructed by the Parties.

**27. HEADINGS**

The headings used herein are for reference purposes only and shall not affect the meaning or interpretation of any term, condition, or provision herein.

**28. ENTIRE AGREEMENT**

These terms and conditions (including Seller's Special Terms and Conditions, as applicable) and Buyer's Order (as accepted by Seller in accordance with the terms herein), including any applicable specifications, statement of work, or other applicable documents constitute the entire agreement between the Parties and supersede any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of Buyer's Order.