

## CONDITIONS OF SALE

In these conditions of sale (the Conditions) the Seller means Safety Protection Logistics Ltd (registered in England No. 05474455) and the Buyer means the person, firm, company or other entity ordering from the Seller.

### 1. Acceptance

Each order for goods to be supplied by the Seller (the Goods) shall be deemed to be an offer by the Buyer to purchase the Goods upon these Conditions and may be accepted or rejected entirely at the discretion of the Seller. If the order is accepted then there shall be a binding contract between the Seller and the Buyer (the Contract) upon these Conditions. These Conditions shall apply to all orders accepted by the Seller and shall override and take the place of any other terms or conditions produced or referred to by the Buyer. No other terms or conditions shall be included or implied unless they cannot lawfully be excluded or unless previously agreed upon in writing by the Seller. For the avoidance of doubt, any purchase order or other document issued by the Buyer shall constitute an offer only, and no Contract will come into being until the Seller has issued a written acknowledgement of an order, accepting such offer on these Conditions.

### 2. Price

The price of the Goods shall be the price listed in the Seller's price lists current at the date of despatch of the Goods (the Price Lists), less any discount agreed by the Seller in writing. All prices in the Price Lists are exclusive of Value Added Tax (VAT) and carriage charges where applicable which shall be paid by the Buyer in addition to the price of the Goods.

### 3. Terms of Payment

Prices, VAT and carriage charges where applicable are strictly net and the Buyer shall pay in full within 30 days of the invoice date (subject to credit status; see below). No deduction, withholding or set-off for any reason will be allowed. The time of payment shall be of essence of the Contract. If payment is not received on the due date the Seller shall be entitled (in addition to any other right or remedy available to it) to interest on any outstanding balance at the rate of 2% per annum above the minimum lending rate of Lloyds TSB Plc for the time being, and to be reimbursed all costs and expenses it incurs in obtaining payment. Such interest shall run both before and after any judgement. Should credit status not be met by the Buyer (according to criteria applied by the Seller), the Buyer shall pay in full in advance of Goods despatch. To avoid doubt, the Buyer shall not be excused timely payment for any reason, including any failure by any person to whom the Buyer may resell the Goods to pay the Buyer for them on time or at all.

### 4. Delivery

Any date or time given by the Seller to the Buyer for the delivery of Goods is an estimate only and shall not be binding on the Seller. However the Seller will use its reasonable endeavours to adhere to such date or time. Provided it uses such endeavours, the Seller shall not be liable for any loss or damage arising from failure to adhere to such date or time, including in the case of delayed or cancelled deliveries. The Goods will be delivered to the address set out in the delivery note only and the Buyer will be responsible for employing the correct means to safely off-load the Goods. Where required, special off-shore delivery shall be agreed in writing between the Buyer and Seller prior to delivery. The Goods will be at the Buyer's risk once delivered and accepted by the Buyer. For the purposes of this Clause, the Goods will be deemed delivered and accepted once the consignment of Goods is signed for by the Buyer. The

Seller shall not be liable for any loss or damage arising from delay in production or delivery of any Goods or failure to fulfil any of its obligations to the extent that such delay or failure is caused wholly or in part by fire, strikes, lock-outs, floods, accidents, machine breakdown or any other circumstances, causes or conditions (whether similar or different to those just mentioned) outside the reasonable control of the Seller.

### 5. Claims & Returns

Non-delivery of any consignment within five days of the date of the Seller's invoice must be notified to the Seller in writing. Inspection of Goods immediately on arrival is advised. Damage or short delivery must be notified to both the Seller and the carrier in writing at point and time of delivery, and the carrier's note should be endorsed accordingly. The Contract will be legally binding and accordingly the Buyer's order (once accepted by the Seller) may not be cancelled and Goods may not be returned to the Seller for any reason whatsoever without the Seller's prior written agreement. Such agreement will be in the absolute discretion of the Seller, and if the Seller agrees to cancellation of an order or return of any Goods then such agreement will be subject to the Seller's Returns and Cancellation Policy in force at the time. Without limiting the scope of such Policy, Goods will have to be returned at the cost and risk of the Buyer, and the Seller reserves the right to levy handling and re-stocking charges.

### 6. One Year Guarantee

The Seller guarantees all Goods against defects for a period of one year (unless otherwise stated by the Seller, for example in the applicable Price Lists) from the date of delivery provided that: (a) it is established to the reasonable satisfaction of the Seller that (i) some part of the material used in manufacture of the Goods was defective, or the manufacture itself was defective, or (ii) contrary to a representation by the Seller as mentioned in Clause 8 below the Goods are not suitable for purpose; (b) the Goods have been returned to the Seller at the risk and cost of the Buyer; and (c) the Goods have not been subject to misuse or abuse of any kind. This guarantee does not extend to wear and tear. In the case of a valid claim under this guarantee the exclusive remedy of the Buyer shall be a refund of the price it paid for the Goods in question, plus the VAT thereon, but excluding carriage charges.

### 7. Specifications and Images

Technical data, dimensions, weights, etc., set out in the Seller's catalogues (the Catalogues) and Price Lists are a guide only, and no guarantee is given or implied that Goods will conform in absolute detail to the description and illustrations set out in such materials. The Seller reserves the right to amend specifications and to withdraw Goods from sale without prior notice. In addition, use of any specification or image by a Customer is subject to the prior written approval of the Supplier, in the form of an executed Supplier's Licence to Use Product Images.

### 8. Suitability

Other than expressly stated in the Catalogues, the Seller makes no representations as to the fitness or suitability of any Goods for any purpose whatsoever.

### 9. Use of Customer Data

Any information provided to the Seller by the Customer shall be held and processed in accordance with the Seller's Privacy Policy in force at the time.

### 10. Limits of Liability

All representations, warranties and conditions that are not expressly made or given by the Seller in writing, but which would or might otherwise be part of the Contract, are excluded to the extent lawful. The Seller shall not be liable, for breach of contract or in

negligence or otherwise, for any direct or indirect loss of profit, loss of savings, costs incurred, or other financial loss or damage, or for any indirect or consequential loss or damage, arising out of or in connection with the Contract. In any case, the Seller's liability, for breach of contract or in negligence or otherwise, arising out of or in connection with the Contract, shall be limited to the price of the Goods (excluding VAT and any carriage charges) that are the subject of the Contract. However, neither this Clause nor anything else in the Contract will limit the liability of the Seller in negligence for death or personal injury, or for fraud, or otherwise in so far as its liability cannot lawfully be limited.

### 11. Ownership of the Goods

Ownership of the Goods sold shall, notwithstanding delivery, remain with the Seller until the Seller has received full payment for such Goods. Until full payment has been made, the Buyer shall take good care of the Goods and keep them in a manner that they can be identified as the property of the Seller, and the Seller may at any time, (and without prejudice to any of its other rights) recover or resell the Goods or any part of them and may enter on the Buyer's premises, or other premises where it believes the Goods may be stored, for this purpose. The Buyer may not resell the Goods to which the Seller retains title unless it informs such third party of this Condition prior to such resale, and obtains such third party's agreement in writing to it.

### 12. Governing Law

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

December 2018