

UK TERMS AND CONDITIONS OF SUPPLY

The customer's attention is drawn in particular to the provision of clause 9.

1. INTERPRETATION

1.1 Definitions:

"**Conditions**" means the terms and conditions set out in this document as amended from time to time in accordance with clause 11.4.

"**Contract**" means the contract between the Supplier and the Customer for the sale and purchase of the Goods comprising (i) the Order Acknowledgement; (ii) these Conditions; (iii) the Order; and (iv) the Quotation. For the avoidance of doubt, a separate Contract will be formed in relation to each Order.

"**Customer**" means the person or firm who purchases the Goods from the Supplier.

"**Force Majeure Event**" means an event or circumstance beyond a party's reasonable control.

"**Goods**" means the goods (or any part of them) set out in the Order (as amended by the Order Acknowledgement, if applicable).

"**Liability**" means direct or indirect liability under any legal theory, including without limitation contract, tort (including negligence), breach of statutory duty, indemnity, or otherwise, in each case arising out of, in relation to or in connection with the Contract;

"**Order**" means the Customer's order for the Goods, in response to the Supplier's Quotation. Where the Order is placed by telephone or other non-written means, then the Order Acknowledgement shall be deemed to be the true and accurate record of the Order.

"**Order Acknowledgement**" means the Supplier's written acknowledgement of the Order, including any variation to the Order included therein.

"**Quotation**" shall mean the written quotation for the Goods supplied by the Supplier to the Customer.

"**Specification**" means the specification for the Goods, which is (i) in the case of standard products of the Supplier, obtained from the Supplier's website using the Item Code on the Quotation; and (ii) in the case of nonstandard products, obtained on request from the Supplier.

"**Supplier**" means Micronclean Limited (registered in England and Wales with company number 00176558).

1.2 Interpretation:

1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.2 any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.3 a reference to **writing** or **written** includes faxes and emails.

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase some or all (as applicable) of the Goods specified in the Quotation in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate, and suitable for the Customer's use.

2.3 The Order shall only be deemed to be accepted when the Supplier issues an Order Acceptance, at which point the Contract shall come into existence.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that are inconsistent with these Conditions.

2.5 The Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force except to the extent that they are incorporated into the Quotation.

2.6 A Quotation for the Goods given by the Supplier shall not constitute an offer. A Quotation shall only be valid for a period of 30 days from its date of issue (or such other period as is expressly stated in a Quotation).

2.7 If there is any inconsistency between the provisions of this Contract, then the provisions shall have effect in the following order of precedence:

- 2.7.1 Order Acknowledgement;
- 2.7.2 Conditions;
- 2.7.3 Order;
- 2.7.4 Quotation.

3. GOODS

3.1 The Goods are described in the Specification.

3.2 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

4. DELIVERY

4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note that shows all relevant Customer and Supplier reference numbers, and the type and quantity of the Goods (including the code number of the Goods, where applicable).

4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after the Supplier notifies the Customer that the Goods are ready.

4.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If the Supplier fails to deliver the Goods:

4.5.1 its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods;

4.5.2 the Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods; and

4.5.3 the Supplier's maximum Liability under clause 4.5.1 shall be 20% of the price of the Goods.

4.6 If the Customer fails to accept delivery of the Goods within one Business Day of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

4.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the second Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and

4.6.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.7 If, five Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery, the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods agreed in the Contract.

4.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any

delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.9 The Customer must inspect the Goods within 3 working days of delivery, in order to assess that the correct quantity of Goods have been delivered. If the Customer does not notify the Supplier that a delivery of Goods is below the agreed quantity within those 3 working days, then the Goods shall be deemed to have been delivered at the correct quantity.

5. QUALITY

5.1 The Supplier warrants that on delivery, and for a period of 3 months from the date of delivery (or such shorter period as is agreed for specific Goods and recorded in the Order Acceptance) (in either case, "**Warranty Period**"), the Goods shall:

5.1.1 conform in all material respects with the Specification; and

5.1.2 be free from material defects in design, material and workmanship, ("**Warranty**").

5.2 Subject to clause 5.3, if:

5.2.1 the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the Warranty;

5.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and

5.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the Warranty in any of the following events:

5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;

5.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, use and maintenance of the Goods and/or good trade practice regarding the same;

5.3.3 the Customer alters, repairs, or attempts to alter or repair (including by instructing a third party to do so) such Goods without the written consent of the Supplier;

5.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

5.3.5 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

5.6 Subject to clause 9.1:

5.6.1 the Warranty is in place of and excludes all other warranties and conditions, whether oral, written, statutory, express or implied;

5.6.2 implied warranties or conditions of fitness and/or satisfactory quality shall not apply in any circumstances;

5.6.3 the Supplier's liability and the Customer's remedy in relation to any defect in the Goods and/or breach of the Warranty are exclusively as stated in this clause 5; and

6. TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer, in which case title to the Goods shall pass at the time of the latter such payment.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 6.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.1;
 - 6.3.5 give the Supplier such information relating to the Goods as the Supplier may require from time to time; and
 - 6.3.6 subject to clause 6.4, be entitled to sell the Goods to its onward customers prior to title passing.
- 6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.1, then, without limiting any other right or remedy the Supplier may have, the Supplier may at any time:
- 6.4.1 prohibit the Customer from selling any Goods in relation to which title has not yet passed to the Customer;
 - 6.4.2 require the Customer to deliver up all Goods in its possession; and
 - 6.4.3 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 6.5 In relation to those Goods which are listed on the Supplier's website ("**Standard Products**") only, the Customer may return the Goods to the Supplier within 60 days of completion of delivery for a partial refund, subject to the following conditions:
- 6.5.1 the Goods must be in an unopened, unused and resaleable condition, as determined by the Supplier acting reasonably;
 - 6.5.2 the Customer shall be responsible for the costs of returning the Goods to the Supplier's premises;
 - 6.5.3 in addition, the Customer will be obliged to pay a re-stocking fee of 25% of the price payable for the Goods under this Contract;
 - 6.5.4 this return right shall only apply to Standard Products; and
 - 6.5.5 this return right shall not apply to any Goods for which a Warranty Period of less than 3 months is imposed by the Supplier in accordance with clause 5.1.

7. PRICE AND PAYMENT

- 7.1 The price of the Goods shall be the price set out in the Order Acknowledgement.
- 7.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 7.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 7.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - 7.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 7.3 The price of the Goods:
- 7.3.1 excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - 7.3.2 excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 7.4 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery. This is without prejudice to the Supplier's right, where agreed between the parties prior to the Order Acknowledgement being issued, to require

partial or total pre-payment prior to entering into the relevant Contract.

7.5 The Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time for payment is of the essence.

7.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 5% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

7.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

8. TERMINATION

8.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

- 8.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;
- 8.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- 8.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 8.1.4 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or performance of any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 8.1.1 to clause 8.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

8.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

8.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.

8.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

9. LIMITATION OF LIABILITY

9.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- 9.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 9.1.2 fraud or fraudulent misrepresentation;
- 9.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- 9.1.4 defective products under the Consumer Protection Act 1987; or
- 9.1.5 any other matter to the extent which it would be unlawful for the Supplier to exclude or restrict liability.

9.2 Subject to clause 9.1:

- 9.2.1 the Supplier shall under no circumstances whatsoever incur Liability to the Customer for the Customer's Consequential Losses;
- 9.2.2 the Supplier's total Liability to the Customer shall in no circumstances exceed 100% of the price of the Goods;
- 9.2.3 if the Customer is not the sole end user and ultimate owner of the Goods, then the Customer shall indemnify the Supplier against any Liability to such end user and/or ultimate owner to the extent that the Supplier would not be liable therefor to the Customer under this Contract.

9.3 In this clause 9, "**Consequential Losses**" means any and all of the following:

- 9.3.1 direct or indirect loss of profits;
- 9.3.2 direct or indirect loss of sales, revenue, business or opportunity;
- 9.3.3 direct or indirect loss of agreements or contracts;
- 9.3.4 direct or indirect loss of anticipated savings;
- 9.3.5 direct or indirect loss of or damage to goodwill or reputation;
- 9.3.6 direct or indirect loss of use or corruption of software, data or information;
- 9.3.7 direct or indirect financial or economic loss; and
- 9.3.8 any indirect or consequential loss.

10. FORCE MAJEURE

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 6 weeks, the party not affected may terminate this Contract by giving 14 days written notice to the affected party.

11. GENERAL

11.1 **Assignment and other dealings.**

11.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

11.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

11.2 **Confidentiality.**

11.2.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients, products or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 11.2.2. For the purposes of this clause, "**group**" means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

11.2.2 Each party may disclose the other party's confidential information:

- 11.2.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11.2; and

11.2.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.2.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

11.3 Entire agreement.

11.3.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

11.4 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.5 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

11.5.1 waive that or any other right or remedy; nor

11.5.2 prevent or restrict the further exercise of that or any other right or remedy.

11.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.7 Notices.

11.7.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or fax or email.

11.7.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.7.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, at 9.00am on the first Business Day after transmission.

11.7.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11.8 **Third party rights.** No one other than a party to this Contract shall have any right to enforce any of its terms.

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

11.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in

connection with this Contract or its subject matter or formation.

11.11 **Export Control.** The Customer hereby undertakes to the Supplier that, if it sells or otherwise transfers the Goods on to any third party or end user, then it shall:

11.11.1 do so only in accordance with applicable laws and regulations; and

11.11.2 take suitable steps to verify whether any export control restrictions apply to the transaction, and if so comply with such restrictions.