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| OXLEY DEVELOPMENTS COMPANY LIMITED | DOCUMENT REFERENCE ODC:SM:40471 | | | DOC LEVEL 4 |
| DOCUMENT TITLE Oxley Developments Company Limited – Conditions of Sale | DC No | ISSUE 2 | DATE 02 Mar 2018 | AUTHORITY ECC |

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| Uprevised in word and inclusion of warranty as section 11 | 02 Mar 2018 | 2 |
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1. INTERPRETATION

- 1.1. In these Conditions: 'the Company' means Oxley Developments Company Ltd.; "Goods" means goods or any part thereof to be supplied or produced by the Company for the Purchaser; "Services" means the services to be provided by the Company to the Purchaser; 'Work' means either the supply of Goods or provision of Services or both of them; "Purchaser" means the person who has requested the Work; 'Contract' means any contract for Work to the Purchaser; 'Conditions' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed between the Company and the Purchaser in accordance with Clause 2.
- 1.2. The headings are for convenience only and shall not affect the construction of these Conditions.
- 1.3. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended from time to time.
- 1.4. In these Conditions the single shall include the plural and vice-versa; and references to persons shall include bodies corporate, partnerships and unincorporated associations.

2. GENERAL

- 2.1. Work is supplied and orders accepted by the Company only upon and subject to the Conditions set out herein and no qualification, abrogation, or variation of these Conditions by a Purchaser, whether verbal or contained in any written or printed document of the Purchaser, shall be applicable unless expressly accepted in writing by the Company and containing a specific reference to these Conditions being qualified, abrogated or varied.
- 2.2. the giving by the Purchaser of any delivery instruction for the Work or any part thereof or the acceptance by the Purchaser of delivery of the Goods or any conduct by the Purchaser in acceptance of the quotation set out on the face hereof shall constitute unqualified acceptance by the Purchaser of these Conditions, and any order placed by the Purchaser for Work shall be deemed to have been placed subject to these Conditions and any acceptance by the Company of such an order shall be on and subject to these Conditions.
- 2.3. All specifications, technical data and other information in the Company's catalogues, trade literature and other published manor are of a generally informative nature only and none of them form part of or are intended to form part of any Contract or give rise to any independent or collateral liability of whatsoever nature on the part of the Company.
- 2.4. the Company reserves the right to amend any specification of the Goods or the packaging for the Goods at any time whether before or after acceptance of any order.

3. QUOTATIONS

- 3.1. The placing of any order for Work following a quotation given by the Company shall not be binding on the Company unless and until accepted by the Company in writing.
- 3.2. Subject and without prejudice to Clause 3.1 the Company's quotations are given on the basis that the terms quoted win remain open for the placing of orders (subject to acceptance by the Company as aforesaid) for 30 days after the date of the quotation, but the Company reserves the right to revise the price or the cost quoted without notice.

4. DELIVERY

- 4.1. Any time stated for delivery of Goods or provision of the Services by the Company is given in good faith and intended as a reasonable estimate only and time shall not be of the essence of the Contract and the Company shall not incur any liability whatsoever by reason of failure for any reason to deliver Goods or provide Services at the time mentioned
- 4.2. Without prejudice to the previous sub-clause the Company shall not be liable for any delay or hindrance in delivery or non-delivery of Goods and/or Services caused by the Purchaser's supply or lack of supply of drawings, specifications, instructions or materials, or any circumstances beyond the Company's control including without limitation, any Act of God, explosion, fire, flood, war, hostilities, accident, delay in delivery or non-delivery by the Company's suppliers of information, material or items of equipment, breakdowns or accidents to machinery, labour strike or dispute (including by or with the Company's employees), order or decree of any court or action of any governmental authority or any other similar causes or any circumstances whatsoever beyond the Company's

control, and on the occurrence of any of the above events the Company reserves the right to cancel or suspend the whole or part of any Contract.

- 4.3. Where the Purchaser is to supply drawings, specifications, instructions or materials, these shall be accurate and fully comprehensive and supplied in reasonable time to enable the Company to fulfil the Contract at the time stated for delivery
- 4.4. Unless otherwise specifically agreed in writing, Goods shall as from the time of despatch of the Goods from the Company's premises be at the Purchaser's risk in all respects including any loss or damage or deterioration of the Goods and Section 20(2) of the Sale of Goods Act 1979 shall not apply
- 4.5. If the Company agrees to arrange for the Goods to be transported to some place other than Its own premises for delivery, the following provisions apply:
 - 4.5.1. the Company will make such arrangements for carriage and insurance of the Goods during carriage as it thinks appropriate and the Company shall not be liable to the Purchaser in any way for the arrangements so made; the Purchaser will indemnify the Company against any costs or expenses the Company may incur in making those arrangements;
 - 4.5.2. the Goods shall be treated as having been delivered to the Purchaser as soon as they are delivered to the carrier;
 - 4.5.3. Section 32(2) and (3) of the Sale of Goods Act 1979 shall not apply.
 - 4.5.4. Subject to sub-clause 4.6.1, the Contract is severable and the Company shall be entitled to make partial deliveries of the Work or deliveries of the Work by instalments, provided that deliveries of further instalments may be withheld until the Work comprised in earlier instalments has been paid for in full.
 - 4.5.5. For the purposes of Section 11(4) Sale of Goods Act 1979 alone the Contract shall be treated as not severable.
5. **FAILURE TO SUPPLY OR SUPPLY OF WRONG OR DEFECTIVE WORK**
 - 5.1. The Purchaser is relying on its own skill and judgement in relation to the Goods irrespective of any knowledge which the Company or its servants or agents may possess or any representation the Company or its servants or agents may have made, as to the purpose for which the Goods are supplied or their suitability.
 - 5.2. No terms as to care and skill whether express or implied shall be incorporated herein other than that the Company shall perform the Services with reasonable skill and care. The Company offers no warranty as to the ability of the Goods to prevent or restrict the development or transmission of any disease, virus, infection or other cause of ill health in either humans or animals.
 - 5.3. The Company shall not be liable to the Purchaser for any defect in the Goods (whether in contract, negligence or otherwise) if the defect arises because of the carelessness or improper treatment or neglect or improper adjustment or because the Purchaser fails to follow the Company's oral or written instructions as to the storage, use or maintenance of the Goods.
 - 5.4. The obligations of the Company under the Contract are limited such that in the event of any failure to deliver the Goods or supply the Services or perform any Service with reasonable skill and care or any defect in, failure of, deviation from description, design or specification or unsuitability for any purpose of, the Work or any part thereof (whatever the degree of defect, failure or unsuitability) or in the event of any delivery by the Company of articles which are not the Goods requested (whether the same be due to any act, omission, negligence or wilful default of the Company or its servants or agents, or to faulty design, workmanship or materials or to any other cause whatsoever) the Company shall only be obliged at its option either to refund the price (if already paid) attributable to the faulty, undelivered or unsupplied Goods or Services or to reperform the Service or to repair the faulty Goods or to replace the faulty or undelivered Goods without charge and all conditions, warranties or other terms, whether expressed or implied, statutory or otherwise, inconsistent with the provisions of this subclause, are hereby expressly excluded.
 - 5.5. Notwithstanding sub-clause 5.4, the Company shall not be liable for any failure to deliver the Goods or perform the Services or for any defects in the Goods or Services unless the same is notified to the Company, within a period of 14 days commencing on the date of delivery or performance or, in the case of non-delivery or non-performance, 14 days commencing on the date on which the Goods should have been delivered or the Services provided.
 - 5.6. If the Purchaser makes a claim against the Company based on a defect in the quality of the Goods and the Company determines (at its sole discretion) that the defect is in part of the Goods not manufactured by the Company then the Company shall, at its option, and at the Purchaser's request assign to the Purchaser such assignable rights (if any) as the Company has against its supplier of such relevant part of the Goods.
 - 5.7. Complaints by the Purchaser in respect of Work alleged to be defective shall not be a ground for the Purchaser to withhold payments, due to the Company from the Purchaser and shall not give any right of set-off against payments due from the Purchaser to the Company.
 - 5.8. The Company shall not be liable for any loss of anticipated profits, damage to the Purchaser's reputation or goodwill, loss of expected future business, damages costs or expenses payable by the Purchaser to any third party, or any other consequential or indirect loss (whether economic or otherwise) suffered by the Purchaser, whether this loss arises from misrepresentation or from breach of a duty in contract or tort (including negligence and breach of statutory duty) or arising out of or in consequence of any work or services performed in respect of the Contract and the Purchaser shall indemnify the Company from and against any claim which may be made against the Company in respect thereof.
 - 5.9. Nothing in these Conditions shall exclude or limit the Company's liability to an individual for death or personal injury caused by the Company's negligence, or exclude or limit the Company's liability under Section 7 of the Consumer Protection Act 1987.

6. PRICES

- 6.1. Unless otherwise specifically agreed in writing referring to and negating this Condition orders are accepted and Contracts entered into only on the basis that Work will be invoiced at the prior ruling at the date of performance. The Company reserves the right to alter prices without notice to cover variations in the Cost of raw materials or labour, or resulting from the Purchaser's change of design or instructions or for any other reason whether similar to the preceding causes or not. If variation in price occurs after a Contract has come into existence the price of the undespached Goods and/or unsupplied Services outstanding at the date of such variation in price shall be adjusted accordingly
- 6.2. The Company also reserves the right to charge for the cost of packing.
- 6.3. The manner of peaking shall be at the Company's discretion. No liability shall be accepted for failure to pack to any particular standard or against any particular risk unless the requirement for such packing is specifically brought to the Company's attention, accepted in writing by the Company and paid for by the Purchaser.
- 6.4. The Company shall be entitled to bring an action for the price whether or not the title to the Goods has passed and whether or not the Services have been completed.
- 6.5. The Purchaser shall pay the price of the Work in full without any deduction, set-off or abatement on any grounds and the provisions of section 53(1)(a) Sale of Goods Act 1979 shall not apply.
- 6.6. The Company shall be entitled to charge the amount of any purchase tax value added tax or other tax levied on the Work whether or not included on the quotation or invoice.

7. TITLE

- 7.1. Title to the Goods shall remain in the Company until full payment of all monies due from the Purchaser to the Company has been made, or title is properly vested in some other person by the operation of any statute. Until the title passes, the Purchaser must keep the Goods free from any charge, lien or other encumbrance, and store the Goods in such a way that they are easily identifiable as belonging to the Company.
- 7.2. Until title to the Goods has passed to the Purchaser it may not re-sell any Goods in its possession other than with the express permission of the Company. Where permission is given and has not been withdrawn or return of the Goods demanded, the Purchaser (acting on its own account and not as agent of the Company) may agree to re-sell any Goods in its possession in the ordinary course of trading notwithstanding that the property in the Goods has not then passed to it. The portion of the proceeds of any such resale representing the sum due from the Purchaser to the Company (the re-sale proceeds.) shall belong to the Company until the Purchaser has made full payment for the Goods, and until such time the re-sale proceeds shall be held by the Purchaser in a fiduciary capacity on behalf of the Company and shall be kept in a separate account without prejudice to the Company's rights to trace the same if the Purchaser fails to keep such proceeds separate as aforesaid.
- 7.3. The Company may while the owner of the Goods (and without prejudice to, any other rights it may have under or by virtue of this contract) demand the immediate return of the Goods at any time and the Purchaser shall forthwith comply with such demand and bear the expenses for such return.
- 7.4. If the Purchaser fails forthwith to return the Goods so demanded by the Company, the Company or its successors in title to the Goods and their respective employees and agents may enter onto the Purchaser's premises during normal business hours for the purpose of removing the Goods (the cost of doing which shall be borne by the Purchaser) or may sell or otherwise deal with the Goods.

8. COMPLIANCE WITH LAW

- 8.1. Unless specifically agreed by the Company in writing the Purchaser shall be responsible for complying with all relevant laws, bye-laws, regulations, orders, directions or codes of practice, or requirements of any statutory, public, local or other competent authority or court of competent jurisdiction applicable and incidental to the installation, use, operation and possession of the Goods, which without prejudice to the foregoing generality shall include all relevant EC Directives and Regulations.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. All specifications, plans, drawings, patterns, blue prints, descriptions, designs, formulations, know-how, technical information and advice and all intellectual property rights therein supplied by the Company to the Purchaser in connection with the Contract shall remain the property of the Company and all of the foregoing and any information derived therefrom or otherwise communicated to the Purchaser in connection with the Contract shall be treated by the Purchaser as confidential and shall not without the consent in writing of the Company be published or disclosed to any third party or made use of by the Purchaser.
- 9.2. The Purchaser will indemnify the Company against any claim for infringement of Letters Patent, Registered Design, Trademark, Copyright or other intellectual property rights ("the Rights") by the use or safe of any of the Goods supplied by the Company to the Purchaser and against all costs and damages which the Company may incur in any action for such infringement and for which the Company may become liable in any such action provided that this indemnity shall only apply in respect of any infringement which is due to the Company having followed an instruction furnished or given by the Purchaser, or the use of the Goods in a manner or for a purpose or in a foreign country not specified by or disclosed to the Company, or any infringement which is due to the use of such Goods in association or combination with any other materials not supplied by the Company
- 9.3. The Purchaser hereby assigns or agrees to assign to the Company any Right in the Goods, or the designs for those Goods, which arise as a result of the performance by the Company of the Contract.

10. PAYMENTS

- 10.1.** Payment for the Work shall be made within a period of 30 days commencing on the last day of the month in which the Work is invoiced by the Company.
- 10.2.** The Company shall have the right to claim and be paid interest at the rate of 4 per cent per annum above the Base Rate for the time being of HSBC Bank plc. calculated on a day-to-day basis on all sums due to the Company and unpaid for the period from and including the date upon which payment is due until the date upon which payment is made both before and after any judgement. Nothing herein shall entitle the Purchaser to withhold or delay any payment due to the Company after the date upon which it falls due or in any way prejudice or affect the Company's rights in relation to the said non-payment or delayed payment.
- 10.3.** The Company may at any time require the Purchaser to make payment in advance of delivery
- 10.4.** Should the Purchaser fail to make payment by the due date or when required then the Company reserves the right without prejudice to any other remedy which it may have to suspend performance of and/or cancel the Contract and/or any other contract between the Purchaser and the Company until payment shall have been made and to charge the Purchaser with any costs incurred in the recovery of the outstanding debt.

11. WARRANTY

- 11.1.** The Company warrants that if any product is defective, it will replace or repair the product or refund the purchase price. This warranty is subject to a claim being made in writing to the Company within 12 months of the original date of despatch, or such other longer period agreed by the company in writing. These warranties shall not apply to any defect which arises from improper use, failure to follow the product instructions, or any repair or modification made without the consent of the Company. The Company will not be liable to the Purchaser for any loss, damage or liability of any kind whatsoever which arises out of the breach of implied warranties, terms or conditions (statutory or otherwise) or breach of any other duty of any kind imposed on the Company by operation of law. The Purchaser acknowledges that it is responsible for ensuring that the products and services it orders are fit for the purposes for which it intends to use them.

12. BREACH AND PURCHASER'S INSOLVENCY

- 12.1.** If the Purchaser shall default in or commit any breach of any of its obligations to the Company or if any distress or execution shall be levied upon the Purchaser or If the Purchaser shall enter into any negotiations for arrangement or composition with its creditors or commit any act of bankruptcy or if any petition in bankruptcy shall be presented against it or, if the Purchaser is a corporate body, any resolution is proposed or petition presented to wind up the Purchaser or if a receiver of the Purchaser's assets or undertaking or any part thereof shall be appointed or if the Purchaser shall be deemed to be unable to pay its debts as they fall due the Company shall be entitled to determine forthwith any Contract then subsisting (whether or not these Conditions apply to such contract) without prejudice to any other claim or right the Company might make or exercise. In such circumstances the Company shall have the right to suspend or cancel further Work, and payment for all Work already supplied, provided or ordered shall become due immediately.

13. AUTHORITY TO MAKE STATEMENTS AND REPRESENTATIONS

- 13.1.** No employee or agent of the Company has any authority to make or give any statements, recommendations, information or advice (whether before or after the Contract is entered into) to the Purchaser or its servants or agents as to any matter relating to the Goods or Services or the Contract.
- 13.2.** The Company shall incur no liability to the Purchaser for misrepresentation by virtue of any statement made by or on behalf of the Company prior to the Contract, whether orally or in any letter, document or sales literature, and the Purchaser shall not be entitled to rescind the Contract on the grounds of any such misrepresentation.

14. INDEMNITY

- 14.1.** the Purchaser shall keep the Company and all its employees and agents indemnified from and against all costs, claims, demands, expenses, fines, penalties and all liability whatsoever which may be made against the Company, its employees or agents or which the Company, its employees or agents may sustain, pay or incur:
- 14.2.** as a result whether directly or indirectly of the Purchaser's breach of Contract, negligence, breach of statutory duty or other act or omission;
- 14.3.** arising out of or in connection with the production, sale or use of the Goods or provision of the Services or performance of the Contract, provided that this sub-clause 14.2 will not require the Purchaser to indemnify the Company against any liability for the Company's own negligence.
- 14.4.** This indemnity in this Condition 14 is given to the Company for itself and for its employees and agents and as agents for such employees and agents.

15. LAW AND JURISDICTION

- 15.1.** This Agreement shall be governed by and construed in accordance with English Law.
- 15.2.** The Company shall be entitled to refer any questions, dispute or difference which may arise under, out of or in connection with any Contract or touching the meaning and/or construction of the same to the arbitration of a person in England to be agreed by the parties, or in default of agreement, within 21 days of notice from either party to the other calling upon the other so to agree, a person chosen on the application of either party by the President of the Law Society for the time being and the decision of such arbitration shall be binding on both parties and shall be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification thereof for the time being in force.

15.3. Subject to Clause 14.2, the Company shall be entitled to bring legal proceedings against the Purchaser in the courts of any jurisdiction whatsoever. The Purchaser shall only be entitled to bring any legal proceedings against the Company in the English courts.

16. CANCELLATION

16.1. The Purchaser may cancel or suspend the Contract only with the prior written consent of the Company following agreement by the Purchaser to reimburse the Company in an amount to be determined by the Company having regard to all work carried out and materials acquired up to the time it may be reasonable and practicable to cease manufacture, loss of profit and costs arising as a result of cancellation.

17. MISCELLANEOUS

17.1. The Purchaser warrants that it will participate free of charge in safety monitoring, information gathering, and product marking and all other activities necessary for the Purchaser and the Company to fulfil their obligations under the General Product Safety Regulations 1994.

17.2. Any notice to be given by the Purchaser to the Company shall be sent to the address stated overleaf, and any notice to be given to the Purchaser shall be sent to the Purchaser's registered office or, in the case of an individual or firm, to the Purchaser's last known address. All notices shall be in writing in English and may be served first class prepaid post, confirmed telefacsimile or telex with correct answerback and shall be deemed to have been given on the next working day following despatch in the case of notices sent by telex or telefacsimile or three days after posting in the case of postal service.

17.3. The Purchaser shall not assign or transfer or purport to assign or transfer any Contract or the benefit thereof to any other person whatsoever without the prior written consent of the Company.

17.4. If any provision of these Conditions is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable the remaining provisions shall remain in full force and effect unless the Company in its discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event the Company shall be entitled to terminate any Contract with the Purchaser forthwith.

17.5. The Company shall be at liberty to set off from sums due to the Purchaser whether under a Contract or otherwise any lawful set-off or counterclaim to which the Company may at any time be entitled and to withhold sums due to the Purchaser in the event of any claim against or dispute with the Purchaser whether under a Contract or otherwise.

17.6. The termination of a Contract, howsoever occasioned, shall be without prejudice to any obligation or rights on the part of either party which have accrued prior to such termination and shall not affect or prejudice any provision of the Conditions which is expressly or by implication provided to come into effect on, or continue in effect after, such termination.

17.7. No waiver by the Company or any breach of these Conditions by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other provision.

17.8. The Conditions constitute the entire agreement between the parties with respect to all matters referred to herein and supersede all earlier warranties, representations or statements made by the parties (whether oral or in writing). All other understandings, agreements, warranties, conditions, terms or representations whether express or implied (whether by statute, common law or otherwise) are excluded to the fullest extent permitted by law.

18. EXPORTS

18.1. Where the Goods are supplied for export from the United Kingdom (UK"), the Purchaser shall be responsible for complying with any legislation or regulations governing the exportation of the Goods from the UK and the importation of the Goods into the country of destination and for the payment of any duties thereon.