

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

CRESPEL & DEITERS UK LIMITED

Date: 12th January 2024

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: has the meaning given in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.8.

Contract: the contract between the Supplier and the Customer for the supply of Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Supplier.

Deliverables: the deliverables set out in the Order produced by the Supplier for the Customer.

Delivery Location: has the meaning given in clause 4.2.

Force Majeure Event: has the meaning given to it in clause 14.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.

Intellectual Property Rights: 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 or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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: the Customer's order for the supply of Goods, as set out in the Customer's purchase

order form, or the Customer's written acceptance of the Supplier's quotation, as the case may be.

Supplier: Crespel & Deiters UK Limited registered in England and Wales with company number 03770474.

Supplier Materials: has the meaning given in clause 7.1(g).

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) A reference to **writing** or **written** includes fax and email.

2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Goods in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when:

- (a) the Supplier issues written acceptance of the Order placed by the Customer; or
- (b) the Supplier supplies the Goods; or
- (c) the Supplier issues an invoice in respect of the Goods; or
- (d) the Customer issues a written acceptance of a quotation prepared by the Supplier and which the Supplier has expressed to be an offer;

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

CRESPEL & DEITERS UK LIMITED

Date: 12th January 2024

at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions or illustrations of the Goods contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.4 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.

2.5 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 5 Business Days from its date of issue.

2.6 No Order that has been accepted shall be cancelled by the Customer without the express written consent of the Supplier and on the condition that the Customer shall pay to the Supplier 20% of the price set out in the Order and additionally indemnify the Supplier against any loss suffered by the Supplier as a result of the cancellation of the Order.

3. Goods

3.1 The Goods are described in the Goods Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the

Supplier shall notify the Customer in any such event.

3.4 Goods will only be supplied in the multiples of units specified by the Supplier. Any order received that does not conform to such multiples shall be rounded up by the Supplier to the nearest multiple and the price payable by the Customer shall be that applicable to the multiple supplied.

4. Delivery of Goods

4.1 The Supplier shall ensure that:

(a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

(b) it states clearly on the delivery note any requirement for the Customer to return any packaging material to the Supplier. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

4.2 Delivery shall be FCA Corby (Incoterms 2020 Rules) or such other location as may be agreed with the Customer in writing before delivery (**Delivery Location**) within three Business Days of the Supplier notifying the Customer that the Goods are ready. Whilst the Supplier shall endeavour to take into account the Customer's wishes for delivery of the Goods, the Supplier is under no obligation to deliver other than to the Delivery Location. The Customer shall be responsible for all and any additional costs of delivery incurred by the Supplier including, but not limited to, those incurred due to the Customer requesting expedited delivery or where delivery is to take place other than the Supplier's premises in Corby.

4.3 Delivery of the Goods shall be completed on completion of the loading of the Goods at the Delivery Location.

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

CRESPEL & DEITERS UK LIMITED

Date: 12th January 2024

- 4.4** If the buyer has to unload the goods he is obliged to adhere to the agreed unloading time or if no unloading time has been agreed to adhere to an appropriate unloading time. If no unloading time has been agreed the unloading time is a maximum of 2 hours for unloading the goods. The unloading time begins with the arrival of the truck at the unloading point (e.g. reporting to the gatekeeper) and ends when the buyer or recipient has fully fulfilled his obligations.
- 4.5** If the unloading time is exceeded due to a contractual agreement or for reasons that are not attributable to the seller's area of risk the buyer must pay the agreed demurrage fee to the seller as compensation. The agreed demurrage fee is GB£ 55 net per hour for each truck after a waiting period of two hours or more. For a silo-truck GB£ 60 net per hour is agreed as demurrage fee for each silo-truck after a waiting time of two hours or more. The maximum daily rate is a maximum of ten hours for each Truck.
- 4.6** Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier may deliver the Goods (or require the Customer to collect the Goods if no Delivery Location has been agreed) in advance of the anticipated delivery date provided that the Supplier has given reasonable notice to the Customer. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event (whether affecting the Supplier or any supplier of the Supplier) 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 or the Customer's request.
- 4.7** If the Supplier fails to deliver the Goods within ten weeks of the quoted date for delivery, then the Customer may by written notice to the Supplier give the Supplier a revised date for delivery which shall be no less than four weeks after the date of the notice. If the Supplier fails to deliver the Goods by the revised date for delivery, and the delay is not caused by a Force Majeure Event (whether affecting the Supplier or any supplier of the Supplier), then the Customer shall be entitled to terminate the contract by written notice to the Supplier.
- 4.8** If the Supplier fails to deliver the Goods, 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 and subject to a cap of 5% of the price set out in the Order. 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 (whether affecting the Supplier or any supplier of the Supplier) or the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.9** If the Customer fails to take delivery of the Goods within three Business Days 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 by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the fourth Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
 - (b) the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.10** If seven Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken 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. If the quality of the Goods has deteriorated to the extent that the Supplier is unable to sell them, then the Customer shall be liable to pay to the Supplier the price of the Goods.
- 4.11** If the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered (if applicable, as adjusted pursuant to clause 3.4), the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 4.12** The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

CRESPEL & DEITERS UK LIMITED

Date: 12th January 2024

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

5. Quality of Goods

5.1 The Supplier warrants that on delivery the Goods shall:

- (a) conform in all material respects with their description in the Goods Specification;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

5.2 Subject to clause 5.3 the Supplier shall, at its option, remedy or replace the defective Goods, or refund the price of the defective Goods in full if:

- (a) the Customer gives notice in writing within 24 hours of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) 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.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;

(d) the Customer alters such Goods without the written consent of the Supplier; or

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, unsuitable storage conditions or abnormal working conditions.

5.4 If the Supplier is unable to remedy or replace defective Goods within fifteen Business Days of the date upon which the Supplier accepts that the Goods delivered do not conform with clause 5.1, the Customer shall be entitled to reject the delivery and seek replacement Goods from another supplier.

5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.6 The terms of these Conditions shall apply to any remedied or replacement Goods supplied by the Supplier.

6. Title and risk

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

6.2 Notwithstanding delivery and passing of risk in the Goods, title to the Goods shall not pass to the Customer until the earlier of:

(a) 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 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

(b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.

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

(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

CRESPEL & DEITERS UK LIMITED

Date: 12th January 2024

- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.2(b) to clause 13.2(d); and
- (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

- (a) it does so as principal and not as the Supplier's agent; and
- (b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(d), then, without limiting any other right or remedy the Supplier may have:

- (a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
- (b) the Supplier may at any time:
 - (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - (ii) 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.

7. Customer's obligations

7.1 The Customer shall:

- (a) ensure that the terms of the Order and any information it provides the Goods Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the supply of the Goods;
- (c) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Goods, and ensure that such information is complete and accurate in all material respects;
- (d) prepare the Customer's premises for the supply of the Goods;
- (e) obtain and maintain all necessary licences, permissions and consents which may be required for the supply of the Goods before the date on which the Goods are supplied;
- (f) comply with all applicable laws, including health and safety laws;
- (g) keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation;
- (h) comply with any additional obligations as set out in the Goods Specification; and
- (i) inspect the Goods immediately upon delivery.

7.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

- (a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend delivery of the Goods until

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

CRESPEL & DEITERS UK LIMITED

Date: 12th January 2024

the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 7.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

8. Charges and payment

- 8.1 The price for Goods shall be the price set out in the Order.
- 8.2 The Supplier reserves the right to increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
 - (i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 8.3 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery.

8.4 Unless otherwise agreed in writing by the Supplier, the Customer shall pay each invoice submitted by the Supplier:

- (a) within 7 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and

time for payment shall be of the essence of the Contract.

8.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods at the same time as payment is due for the supply of the Goods.

8.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 12 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.7 will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

8.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9. Intellectual property rights

9.1 All Intellectual Property Rights in or arising out of or in connection with the supply of the Goods (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

9.2 The Supplier grants to the Customer a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to use the Goods in its business.

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

CRESPEL & DEITERS UK LIMITED

Date: 12th January 2024

- 9.3** If a claim is notified to the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the supply or use of the Goods by the Customer, the Customer shall immediately notify the Supplier giving full particulars.
- 9.4** In respect of any claim notified to the Supplier pursuant to clause 9.3:
- (a) the Supplier shall, in its absolute discretion, decide what action if any to take, if any;
 - (b) the Supplier shall have exclusive control over, and conduct of, all claims and proceedings;
 - (c) the Customer shall not make any admissions other than to the Supplier and shall provide the Supplier with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
 - (d) the cost of any proceedings and shall be borne by the Customer and/or the Supplier in such proportions as shall be determined at the absolute discretion of the Supplier.
- 9.5** Provided that such infringement does not arise from any modification or application of the Goods carried out by the Customer, the Supplier shall, at its own cost and at its own discretion, be entitled to modify such Goods to such an extent as to remedy the alleged infringement. If the Supplier is unable to remedy or settle such infringement within 6 six weeks of receipt of notification from the Customer, the Supplier shall inform the Customer who shall be entitled to withdraw from the relevant Order.
- 9.6** The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 9.
- 10. Confidentiality**
- 10.1** Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, products, Goods, services, customers, clients or suppliers of the other party (or any member of the group of companies to which the other party belongs), except as permitted by clause 10.2.
- 10.2** Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors or advisers (and the employees, officers, representatives, subcontractors or advisers of any member of the group of companies to which the party belongs) who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10;
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority;
 - (c) if it is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its representative in breach of this clause;
 - (d) if it was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - (e) if it was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - (f) if the parties agree in writing is not confidential or may be disclosed; or
 - (g) if it is developed by or for the receiving party independently of the information disclosed by the disclosing party;
- and the party seeking to rely on any part of this clause 10.2 shall be responsible for demonstrating that such applies.
- 10.3** Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 10.4** The Customer shall not use, nor shall it permit any other person to use, any name, trademark, logo, design or similar which is owned or used

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

CRESPEL & DEITERS UK LIMITED

Date: 12th January 2024

by the Supplier unless the Supplier shall give the Customer written authority to do so.

under or in connection with the Contract.

10.5 This clause 10 shall survive the termination of the Contract.

11.5 This clause 11.5 sets out specific heads of excluded loss and exceptions from them:

11. Limitation of liability

(a) subject to clause 11.2 the types of loss listed in clause 11.5(c) are wholly excluded by the parties, but the types of loss and specific losses listed in clause 11.5(d) are not excluded.

11.1 The restrictions on liability in this clause 11 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise

(b) if any loss falls into one or more of the categories in clause 11.4(c) and also falls into a category, or is specified, in clause 11.5(d), then it is not excluded.

11.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

(c) the following types of loss are wholly excluded:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

(i) loss of profits.

(ii) loss of sales or business.

(iii) loss of agreements or contracts.

(iv) loss of anticipated savings.

(v) loss of use or corruption of software, data or information.

11.3 Subject to clause 11.2, the Supplier's total liability to the Customer in respect of all breaches of duty occurring within any contract year shall not exceed the cap.

(vi) loss of or damage to goodwill.

(vii) indirect or consequential loss.

11.4 In clause 11.4

(d) The following types of loss and specific loss are not excluded:

(a) **cap.** The aggregate amounts paid by the Customer for Goods in the contract year in which the breaches occurred;

(i) any guarantee given in writing by an authorised representative of the Supplier; and

(b) **contract year.** A contract year means a 12-month period commencing with the Commencement Date or any anniversary of it;

(ii) losses incurred by the Customer arising out of or in connection with any third party claim against the Customer which has been caused by the act or omission of the Supplier.

(c) **total charges.** The total charges means all sums paid by the Customer and all sums payable under the Contract in respect of goods and services actually supplied by the Supplier, whether or not invoiced to the Customer; and

11.6 The Supplier has given commitments as to compliance of the Goods with relevant specifications in clause 5. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and

(d) **total liability.** The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

CRESPEL & DEITERS UK LIMITED

Date: 12th January 2024

Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

- 11.7** Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire twelve months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 11.8** This clause 11 shall survive termination of the Contract.
- 12. Termination**
- 12.1** Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 10 Business Days after receipt of notice in writing to do so;
 - (b) the other party 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.2** Without affecting any other right or remedy available to it, 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.
- 12.3** Without affecting any other right or remedy available to it, the Supplier may suspend all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 12.1(b) to clause 12.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 13. Consequences of termination**
- 13.1** On termination of the Contract:
- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - (b) the Customer shall return all of the Supplier Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 13.2** Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 13.3** Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

CRESPEL & DEITERS UK LIMITED

Date: 12th January 2024

14. Hardship

14.1 A party to a contract is bound to perform its contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.

14.2 Notwithstanding paragraph 1 of this Clause, where a party to a contract proves that:

(a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected, at least not to that extent, to have taken into account at the time of the conclusion of the contract; and that

(b) it could not reasonably have avoided or overcome the event or its consequences, the parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

14.3 Where paragraph 2 of this Clause applies, but where the parties have been unable to agree alternative contractual terms as provided for in that paragraph, either party is entitled to request the judge or arbitrator to adapt the contract with a view to restoring its equilibrium, or to terminate the contract, as appropriate.

15. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes, whether or not foreseeable, beyond its reasonable control including, but not limited to shortages in materials, export control provisions, embargoes, epidemics, pandemics and other trade sanctions (a Force Majeure Event). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. Unless otherwise agreed, the parties expressly agree that the Agreement may be terminated by either party if the duration of the Force Majeure Event exceeds 120 days.

16. Contract Adjustment

Each contract is concluded on the mutual assumption of a disruption-free supply of the Seller's supplier (C&D Non-Food GmbH) and a disruption-free supply of raw materials and energy, in particular gas, of the supplier of Seller's supplier (Crespel & Deiters GmbH & Co. KG) within the Federal Republic of Germany. Should sovereign measures, in particular those of the Federal Network Agency ("Bundesnetzagentur") as the so-called Federal Load Dispatcher ("Bundeslastverteiler") (gas shortage situation), or network and market-based measures of the network operators result in the distribution and allocation of raw materials or energy resources and should these impair or even interrupt the supply of C&D Non-Food GmbH or the production of Crespel & Deiters GmbH & Co KG the Seller is entitled to adjust the delivery quantities or delivery times insofar as this is reasonable for the Buyer. Insofar as an adjustment is not possible or not reasonable, the reciprocal main performance obligations shall be suspended until a disruption-free raw material and energy or gas supply is restored.

17. General

17.1 Assignment and other dealings.

(a) The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.

(b) The Customer shall not assign, transfer, mortgage, charge,

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

CRESPEL & DEITERS UK LIMITED

Date: 12th January 2024

subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.

17.2 Notices.

- (a) Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by fax to its main fax number or sent by email to the address set out in the Contract.
- (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - (ii) 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 or at the time recorded by the delivery service; and
 - (iii) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 15.2(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.3 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.

17.4 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

17.6 Entire agreement.

- (a) The 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.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

CREPEL & DEITERS UK LIMITED

Date: 12th January 2024

- 17.7 Third parties rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.8 Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 17.9 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.
- 17.10 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 the Contract or its subject matter or formation.