

STANDARD CONDITIONS OF TRADING

EXPLANATORY STATEMENT

1.1 In the conditions

"**BUYER**" - a person who accepts the seller's offer to sell the goods or whose seller accepts the order of the goods.

"**GOODS**" (including all payments for the goods or any part thereof) specified in the order form to which these terms and conditions are attached.

"**SELLER**" means BUTLER REYNOLDS LIMITED (registered in England under number 1474968).

"**TERMS**" means the standard terms and conditions of sale set forth herein and (unless the context requires otherwise) include special terms and conditions agreed in writing between Buyer and Seller.

"**AGREEMENT**" means the Agreement for the purchase and sale of Goods.

"**WRITING**" includes email, letter, text messages, social media and similar means of communication.

1.2 Any reference in these terms and conditions to any provision of the Statutes shall be construed as a reference to that provision as amended or renewed at the relevant time.

1.3 The headings of such terms are for convenience only and shall not affect their interpretation.

2 BASIS OF SALE

2.1. The Seller sells and the Buyer buys the Goods under any written quotations from the Seller accepted by the Buyer or under any written orders from the Buyer accepted by the Seller, in any case subject to these terms and conditions governing the contract, except for all other terms and conditions. The Buyer accepts or purports to accept such offer, or such order or instruction that it will be made.

2.2. No changes to the terms and conditions are binding, unless the Buyer's and Seller's authorized representatives agree in writing.

2.3 The Seller's employees or representatives are not authorized to make any comments on the Goods, unless the Seller confirms this in writing. By concluding the contract, the Buyer acknowledges that he is not responsible and waives any claims for breach of such evidence, which is not confirmed.

2.4 Any advice or recommendations of the Seller or its employees or agents to the Buyer or its employees or agents regarding the storage, application or use of the Goods that are not approved by the Seller shall be followed or fully taken into account. The Buyer assumes responsibility and therefore the Seller is not responsible for such unapproved advice or recommendations.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list,

offer acceptance, invoice or other document or information issued by Seller may be corrected without Seller's liability.

3 ORDERS AND SPECIFICATIONS

3.1. No order placed by the Buyer will be deemed accepted by the Seller unless and until confirmed in writing by the Seller's authorized representative.

3.2 The Buyer is responsible to the Seller for ensuring the accuracy of the terms of any order placed by the Buyer (including any applicable specifications) and for providing the Seller with all necessary information relating to the goods within a reasonable time to enable the Seller to do so. to perform the Agreement in accordance with its terms.

3.3 The quantity, quality and description of the Goods and all specifications are as specified in the Seller's offer (if the Buyer agrees) or in the Buyer's order (if accepted by the Seller).

3.4 If the Seller intends to manufacture the goods or has to follow the specification provided by the Buyer in any way, the Buyer must indemnify the Seller for all losses, damages, awarded or incurred costs incurred as a result of incurred or incurred. Seller is affiliated with Seller or has paid or agreed to be paid by Seller to cover any claim for infringement of any other person's patent, copyright, design, trademark or other industrial or intellectual property rights arising from Seller's use of Buyer's specification.

3.5 The seller reserves the right to make any changes to the specification of the goods that must comply with applicable safety or other legal requirements, or when the goods must be delivered according to the seller's specifications that do not significantly affect their quality. with a performance.

3.6 The Buyer may not cancel any order accepted by the Seller, unless it agrees with the Seller's writing and on such terms that the Buyer fully reimburses the Seller for all losses (including lost profits), costs (including all labor and materials used), losses, fees and the costs incurred by the Seller as a result of the cancellation.

4 PRICE OF THE GOODS

4.1 The price of the Goods is the price quoted by the Seller or, if the price has not been quoted (or the quoted price is no longer valid), the price indicated in the price list published by the Seller, valid on the day of acceptance of the order. When goods are supplied for export from the United Kingdom, the list of export prices published by the Seller shall apply. All quoted prices are valid only for 30 days or until the Buyer accepts them, after which the Seller may change them without notifying the Buyer.

4.2 The Seller reserves the right to increase the price of the Goods before delivery at any time by notifying the Buyer to reflect any price increase we have made to the Seller due to any factor beyond the Seller's control (e.g., without limitation, any foreign exchange rate fluctuations, currency regulation, changes in duties, significant increase in labor, materials or other production costs), any change in the delivery dates, quantities or specifications of the Goods requested by the Buyer or any delay caused by

any instructions or instructions of the Buyer to the Seller.

4.3 Unless otherwise stated in the terms of any quotation or in any price list of the Seller, and unless the Buyer and the Seller agree otherwise in writing, all prices are quoted by the Seller on ex-works basis and the Seller agrees to deliver the Goods off the Seller's premises. charges for transportation, packaging and insurance.

4.4 The price does not include any applicable value added taxes that the Buyer must additionally pay to the Seller

4.5 The price of the pallets and returnable containers, in addition to the price of the goods, will be paid to the buyer, but the full credit will be given to the buyer if they are returned undamaged to the Seller by the due date.

5 TERMS OF PAYMENT

5.1 Subject to special conditions agreed between the Buyer and the Seller in writing, the Seller has the right to issue an invoice to the Buyer for the price of the goods at any time after delivery, unless the Buyer has to collect the Goods or the Buyer does not unreasonably send the goods, in which case the Seller has the right to when to invoice the Buyer for the price after the Seller notifies the Buyer that the Goods are ready for collection or (as It may be that the Seller has undertaken to deliver the Goods.

5.2 The Buyer shall pay the price of the goods (less any discount to which the Buyer is entitled, but without any other deductions) within 30 days from the date of the Seller's invoice, unless otherwise specified in the Seller's invoice, notwithstanding that delivery may not have taken place and the property in the goods has not been transferred to the Buyer. The time of payment of the price must be the essence of the Contract. payment receipts will be issued only upon request.

5.3 If the Buyer fails to make any payment within the specified time, without prejudice to other rights or remedies available to the Seller, the Seller has the right to:

5.3.1 terminate the contract or suspend any other deliveries by the buyer;

5.3.2. In addition to any liens that the Seller may invoke by law, a lien on all of the Buyer's goods owned by the Seller (although such goods or some of them may be paid for) for unpaid all other goods sold by the Seller to the Buyer under the same or any other contract, prices;

5.3.3 charge the buyer interest (both before and after the decision) on the outstanding amount at a rate of 5 per cent per annum in excess of the National Bank of Westminster base rate until the full amount has been paid (part of the month, calculated as a full month)

5.4 In pursuance of the general lien referred to in paragraph 4, the Seller shall have the right, after a period of 90 days from the date of invoicing, to sell or otherwise handle or dispose of the said goods at its own expense in such manner as it deems appropriate. the proceeds to pay the unpaid price of any other goods sold by the Seller under the same or any other contract and all other costs, fees, charges

and expenses incurred or paid. supported:

- (i) the confiscation, seizure, possession and holding of the said goods or of any of them
- (ii) the transport, removal, storage, valuation or sale of the said goods or any of them (including the price of stocks, catalogs and advertising); and
- (iii) retain and defend Seller's rights below

upon payment by the Buyer of the money to be paid by the Seller and the amounts, the amounts paid and all such amounts, shall pay the excess (if any) from such sale to the Buyer

6 DELIVERY

6.1 The Goods shall be delivered by the Buyer assembling the Goods at the Seller's premises at any time after the Seller notifies the Buyer that the Goods are ready for collection or, if the Seller agrees on another place of delivery, the Seller delivers the Goods to that place.

6.2 All delivery dates specified are only approximate and the Seller is not responsible for any delay in delivery of the goods, whatever it may be. Delivery time is irrelevant unless the Seller agrees in advance in writing. The Seller may deliver the Goods within the pre-specified delivery period, duly notifying the Buyer in advance.

6.3 When the goods are to be delivered by the Seller in bulk, the Seller reserves the right to deliver up to 5%. More or 5 percent. An amount less than the quantity ordered, without price adjustment, and the quantity thus delivered shall be deemed to be the quantity ordered.

6.4 Where the goods are to be delivered in installments, each delivery is a separate contract and the Seller's inability to deliver one or more installments under the Terms or any Buyer's claims relating to one or more installments does not entitle the Buyer to disclaim the entire Contract.

6.5 If the Seller does not deliver the Goods for any reason other than the Seller's reasonable will or the Buyer's fault, and the Seller is liable to the Buyer accordingly, the Seller's liability is limited to excessive (if any) costs to the Buyer (cheapest available market) for similar goods. the price of the goods.

6.6 If the Buyer does not withdraw the delivery of goods or does not provide the Seller with appropriate delivery instructions at the time of delivery (unless for any reason beyond the Buyer's reasonable control or the Seller's fault), then without violating any other rights or remedies available to the Seller, The seller can:

6.6.1 keep the goods until the actual delivery and pay the buyer for reasonable storage costs (including insurance); or

6.6.2. Sell the goods at the best price easily available and (after deducting all reasonable storage and selling costs) invoice the buyer for the excess price under the contract, or deduct the buyer for any defects below the price under the contract.

7 RISK AND PROPERTY

7.1 The risk of damage or loss of the Goods passes to the Buyer

7.1.1. In the event that the Goods are delivered to the Seller's premises, at the time the Seller notifies the Buyer that the Goods may be collected; or

7.1.2. If the Goods are delivered outside the Seller's premises, at the time of delivery or, if the Buyer does not illegally accept the delivery of the Goods, the time when the Seller offered to deliver the Goods.

7.2 Notwithstanding the delivery of the goods and the transfer of risk or any other provision of these Terms, the goods in the goods are not transferred to the Buyer until the Seller receives in cash or unpaid the full price of the goods and all other goods agreed to be sold by the seller to the buyer. .

7.3 Until the Goods in the Goods have been handed over to the Buyer, the Buyer shall keep the Goods as the Seller's trustee and agents and shall keep the Goods separately from the Buyer and third parties and shall properly store, protect and insure. and established as the property of the Seller. Until then, Buyer will have the right to resell or use the goods in the normal course of its business, but must settle with Seller for tangible or intangible income from the sale of goods or other income, including insurance income, and must: keep all such receipts separate from any cash and buyer and third parties. in the case of personal property and, in the case of tangible income, properly stored, guarded and insured.

7.4. As long as the goods have not been handed over to the Buyer (provided that the goods still exist and have not been resold), the Seller has the right at any time to require the Buyer to deliver the goods to the Seller. and, if the Buyer fails to do so immediately, to enter any premises of the Buyer or any third party where the Goods are stored and to resell the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way pay security for any debts which remain the property of the Seller, but if the Buyer does so, all amounts due by the Buyer to the Seller (without prejudice to any other rights or remedies of the Seller) shall immediately become payable.

8 WARRANTIES AND LIABILITY

8.1 These terms and conditions expressly provide an exception, unless the goods are sold to a person acting as a consumer (as defined in the Unfair Contract Terms Act 1977), and any warranties, conditions or other terms provided by law or common law are excluded in their entirety. permitted by law.

8.2. When the Goods are sold under a consumer transaction as defined in the 1976 In the ruling on consumer transactions (restrictions on claims), these conditions do not affect the legal rights of the buyer.

8.3 The Seller shall be notified within 7 days from that date of any claims of the Buyer based on any defects in the quality or condition of the Goods or non-compliant specifications (whether the Buyer

refuses delivery or not). on delivery or (if the defect or defect was not detected during a reasonable inspection) within a reasonable time after the defect or defect was discovered. If the delivery of the goods is not refused and the Buyer does not notify the seller, the Buyer must pay the price as if the Goods had been delivered in accordance with the Contract.

8.4 When a claim against these goods relating to any defect in the quality or condition of the goods or their non-compliance with the specification is made to the Seller under these conditions, the Seller has the right to replace the goods (or the part in question) free of charge or refund the price to the Buyer (or a proportionate share of the price), but the Seller no longer assumes liability against the Buyer.

8.5. Except in cases of death or personal injury resulting from the Seller's negligence, the Seller's liability to the Buyer for any representation or any implied warranty, condition or other condition or any obligation under general law or expressly to the contract terms for any resulting loss or damage (for profit or other loss), costs, expenses or other claims for damages of any kind (and arising out of the negligence of the Seller, its employees or agents or otherwise), arising out of the purchase of goods or related to the buyer or their use or resale , unless these conditions expressly provide that they will exceed the Contract price.

8.6 The Seller shall not be liable to the Buyer or shall be deemed to be in breach of the Agreement due to delay or non-performance of any obligations of the Seller related to the goods, if the delay or failure is due to any reasons beyond the Seller's control. Without prejudice to the foregoing, the reasons beyond the reasonable control of the Seller shall be deemed to be:

8.6.1 an act of God, an explosion, a severe flood, fire or accident;

8.6.2 war or threat of war, sabotage, insurrection, civil unrest or props;

8.6.3 laws, restrictions, regulations, statutes, prohibitions or measures of any government, parliament or local authority;

8.6.4 import or export rules or embargoes;

8.6.5 strikes, lockouts or other industrial actions or trade disputes (not related to the Seller's or third party's employees);

8.6.6 difficulties in obtaining raw materials, labor, fuel, parts or machinery;

8.6.7 Power failure or failure in machines

9 INSOLVENCY OF BUYER

9.1 This condition applies if:

9.1.1. The buyer enters into a voluntary agreement with its creditors or may be subject to an administrative order or (being a natural or corporate person) going bankrupt or (being a company) being wound up (other than for merger or reconstruction purposes); or

9.1.2. Any property of the Buyer or property taken over or assigned by the consignee; or

9.1.3. The Buyer terminates or threatens to terminate its activities; or

9.1.4. Seller reasonably understands that any of the above events will occur to Buyer and will notify Buyer accordingly.

9.2 If this condition applies, then, without prejudice to the seller's other rights or remedies, the seller has the right to terminate the contract or suspend any other deliveries under the contract without incurring any liability to the buyer, and if the goods have been delivered but not paid immediately be paid notwithstanding any previous agreement or arrangement to the contrary.

10 GENERAL

10.1. Any notice which one of the parties may require or permit to be given in these terms shall be given in writing to the other party at its registered office or principal place of business or at any other address which may be notified to the notifying party in accordance with this provision.

10.2. The Seller's waiver of any breach of contract by the Buyer shall be deemed a waiver of any subsequent breach of the same or any other provision.

10.3 If any provision of these Terms is held to be invalid or void in whole or in part, the validity of the other provisions of these Terms will not affect the remainder of the provision in question.

10.4 The Agreement shall be governed by the laws of England.