

TERMS and CONDITIONS OF SALE

1. INTERPRETATION

1.1 In these Conditions:

- “Business Day” means a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
- “Buyer” means the person who buys the Goods and/or Services from the Seller.
- “Buyer’s Order” the Buyer’s order for the supply of goods and/or services, as set out in the Buyer’s purchase order form, the Buyer’s written acceptance of the Seller’s quotation, or as otherwise communicated to the Seller, as the case may be.
- “Commencement Date” has the meaning set out in clause 2.2.
- “Company” means XL Precision Technologies Ltd (registered in England under number 3686730).
- “Conditions” means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) any special terms and conditions agreed in writing between the Buyer and the Seller and set out exclusively in the Seller’s written acceptance of the Buyer’s Order.
- “Contract” means the contract for the purchase and sale of the Goods and/or Services.
- “Force Majeure Event” has the meaning given to it in clause 11.1.
- “Goods” means the goods (including any instalment of the goods or any part of them) set out in the Seller’s written acceptance of the Buyer’s Order, or as otherwise supplied pursuant to the Buyer’s Order.
- “Goods Specification” means any specification for the Goods, including any relevant plans or drawings.
- “Seller” means XL Precision Technologies Ltd (registered in England under number 3686730).
- “Services” means the services set out in the Seller’s written acceptance of the Buyer’s Order, or as otherwise supplied pursuant to the Buyer’s Order.
- “Service Specification” the specification for the Services.
- “Writing” means in written form, including facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to:

- 1.2.1 any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time;
- 1.2.2 a “person” includes a natural person, corporate or unincorporated body (whether or not having separate legal identity);
- 1.2.3 a party includes its personal representatives, successors or permitted assigns; and
- 1.2.4 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.

1.3 The headings and punctuations in these Conditions are for convenience only and shall neither form part of these Conditions nor affect the interpretation of these Conditions.

2. BASIS OF THE SALE

- 2.1 The Buyer’s Order constitutes an offer by the Buyer to purchase goods and/or services from the Seller in accordance with these Conditions.
- 2.2 The Buyer’s Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Buyer’s Order, or otherwise delivers the Goods and/or Services pursuant to the Buyer’s Order, 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 Seller and any illustrations or descriptions of the Goods or the Services contained in the Seller’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or 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 Buyer seeks to impose or incorporate (such as those that may be referred to in the Buyer’s Order), or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by the Seller shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.
- 2.6 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller. The Buyer is hereby given express notice that for this purpose the Seller’s directors and managers are the only authorised representatives of the Seller.
- 2.7 The Seller’s employees or agents are not authorised to make any statements, promises or representations concerning the Goods and/or Services unless confirmed by the Seller in Writing. In entering into the Contract, the Buyer acknowledges that it does not rely on and waives any claim for breach of, any such statements, promises or representations, which are not so confirmed. Accordingly, the Contract constitutes the entire agreement between the parties.
- 2.8 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods, or otherwise in relation to the Services, which are not confirmed in Writing by the Seller are followed or acted upon entirely at the Buyer’s own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed in Writing.
- 2.9 Any typographical, clerical or other errors or omissions in any sales literature, quotation, price list, acceptance of Buyer’s Order, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3 ORDER AND SPECIFICATIONS

- 3.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any Buyer's Order, and for giving the Seller any necessary information relating to the Contract within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.2 The quantity, quality and description of the Goods and/or Services, and any applicable Goods Specification and Services Specification, shall be as set out in (or referred to in) the Seller's acceptance of the Buyer's Order.
- 3.3 The Seller reserves the right to amend the Goods Specification and Services Specification as required to conform with any applicable statutory or regulatory requirements, or to reflect any amendments which otherwise do not materially affect the quality or performance of the Goods and/or Services.

4 PRICE

- 4.1 Subject to clause 4.2, the price of the Goods and/or Services shall be the price set out in the Seller's written acceptance of the Buyer's Order or, if no price is quoted or there is no written acceptance, the price listed in the Seller's published price list current at the date of acceptance of the Buyer's Order. All prices set out in any quotation are valid for 30 Business Days from the date of issue only, after which time they may be altered by the Seller without giving notice to the Buyer.
- 4.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the costs to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour, materials or other costs of manufacture), any change in delivery dates, quantities, or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3 Except as otherwise stated under the terms of any quotation, written acceptance of the Buyer's Order or in any price list of the Seller, or unless otherwise agreed in Writing between the Buyer and the Seller, all prices are exclusive of all costs and charges of packaging, insurance and transport of the Goods. The Buyer shall pay such costs and charges when it pays for the Goods.
- 4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

5 TERMS OF PAYMENT

- 5.1 Subject to any special terms and conditions agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods and/or Services on or at any time after delivery of the Goods or performance of the Services. However, if the Buyer wrongfully fails to take delivery of the Goods, the Seller shall be entitled to invoice the Buyer as soon as it tenders the Goods for delivery. Equally, if the Seller is unable to complete the Services because of the Buyer's default, the Seller shall be entitled to invoice the Buyer in respect of the Services that have been performed.
- 5.2 Subject to as otherwise set out in the acceptance of the Buyer's Order from the Seller, the Buyer shall pay the price of the Goods and/or Services in full without any discount (except any discount allowed by these Conditions), deduction, set-off or abatement on any grounds, within 30 days of the end of the calendar month in which the Seller's invoice is dated, and the Seller shall be entitled to recover the price, notwithstanding that the Services may not have been completed or delivery of the Goods may not have taken place and the property of the Goods has not passed to the Buyer. The time of payment of the price shall be the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:
- 5.3.1 cancel the Contract or suspend any further deliveries of the Goods to the Buyer and/or suspend performance of the Services;
 - 5.3.2 appropriate any payment made by the Buyer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
 - 5.3.3 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 4 per cent per annum above the Barclays Bank plc base rate from time to time accruing on a daily basis from the due date until payment in full and in cleared funds is made.

6 DELIVERY OF THE GOODS

- 6.1 Except where clause 16 applies, the Seller shall deliver the Goods to the location set out in the Order at any time after the Seller notifies the Buyer that the Goods are ready.
- 6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence.
- 6.3 Where delivery of the Goods is to be made by the Seller in bulk, the Seller reserves the right to deliver up to 5 per cent more to 5 per cent less than the quantity ordered without any adjustment in the price, and the quantity so delivered shall be deemed to be the quantity ordered.
- 6.4 Where the Goods are delivered in instalments, each delivery shall constitute a separate contract which shall be invoiced and paid for separately and failure or delay by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to cancel any other instalment or to treat the Contract as a whole as repudiated.
- 6.5 If at any time before delivery the Buyer becomes subject to one of the events in clause 13.1 or where, in the Seller's opinion, the Buyer's financial circumstances do not justify the credit terms allowed in the Contract, the Seller shall be entitled to:
- 6.5.1 withhold delivery or further deliveries until all outstanding sums due to it from the Buyer are paid: and
 - 6.5.2 require payment for the delivery concerned before delivery.
- 6.6 If the Seller fails to deliver the Goods for any reason other than a Force Majeure Event or because of the Buyer's default, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the

cheapest available market) of similar goods to replace those not delivered over the price of the Goods. The Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Buyer's failure to provide the Seller with adequate delivery instructions for the Goods or any other failure or default of the Buyer.

- 6.7 If the Buyer fails to accept the Goods when the Seller tender's delivery of the Goods then, except where such failure is caused by a Force Majeure Event or by reason of the Seller's fault, without prejudice to any other right or remedy available to the Seller:
- 6.7.1 delivery of the Goods shall be deemed to have been completed at the time the Seller tendered delivery of the Goods; and
 - 6.7.2 the Seller shall store the Goods until actual delivery and charge the Buyer for the reasonable costs and expenses (including insurance) of storage.
- 6.8 If within 7 Business Days after the Seller attempted to deliver the Goods the Buyer has not taken delivery of them, the Seller may resell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling costs and expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
- 6.9 Divisibility Clause: This contract is divisible. Each delivery made hereunder shall be deemed to arise from a separate contract and shall be invoiced separately; any invoice for a delivery shall be payable in full in accordance with the terms of payment provided for herein, without reference to and notwithstanding any defect of default in delivery of any other instalment.

7 RISK AND PROPERTY

- 7.1 Except where the Goods are to be exported from the United Kingdom (in which case risk shall pass as set out in clause **Error! Reference source not found.**) risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 7.2 Notwithstanding the passing of risk in the Goods or any other provision of these Conditions, title in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of:
- 7.2.1 the Goods; and
 - 7.2.2 any other goods that the Seller has supplied to the Buyer.
- 7.3 Until such time as title in the Goods passes to the Buyer, the Buyer shall: (a) hold the Goods on a fiduciary basis as the Seller's bailee; (b) store the Goods separately from all other goods of the Buyer and third parties so they remain readily identifiable as the Seller's property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in a satisfactory condition and keep them insured against all risks for their full price on the Seller's behalf from the date of delivery; (e) notify the Seller immediately if it becomes subject to any of the events listed in clause 13.1; and (f) give the Seller such information relating to the Goods as the Seller may require from time to time.
- 7.4 Notwithstanding that title in the Goods has not passed to the Buyer, the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business.
- 7.5 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 13.1, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so immediately, enter upon any premises of the Buyer or any third party where the Goods are stored in order to recover them – and the Buyer hereby grants the Seller an appropriate irrevocable licence to do so.
- 7.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) immediately become due and payable.

8 QUALITY OF GOODS

- 8.1 Subject to the conditions set out below, the Seller warrants that on delivery, and for a period of 12 months from the date of delivery or 6 months from their initial use (whichever period expires first) ("Warranty Period"), the Goods shall: (a) conform in all material respects with their description and any Goods Specification; and (b) be free from material defects in material and workmanship.
- 8.2 Subject to clause 8.3, if:
- 8.2.1 the Buyer gives notice in Writing during the Warranty Period within a reasonable time after discovery that some or all of the Goods do not comply with the warranties set out in clause 8.1;
 - 8.2.2 the Seller is given (if practical) a reasonable opportunity of examining such Goods; and
 - 8.2.3 the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Buyer's cost (with such cost being refunded to the Buyer if a defect is verified),
- the Seller shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods (or a proportionate part thereof) in full and this shall be the Buyer's sole and exclusive remedy in respect of a breach of the warranties in clause 8.1.
- 8.3 The Seller shall not be liable for the Goods' failure to comply with the warranties in clause 8.1 if:
- 8.3.1 the defect or non-compliance in the Goods arises as a result of the Seller following any drawing, design or specification supplied by the Buyer; or
 - 8.3.2 the Buyer makes any further use of such Goods after giving a notice in accordance with clause 8.2; or
 - 8.3.3 the defect or non-compliance arises because the Buyer failed to follow the Seller'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; or
 - 8.3.4 the Buyer alters or repairs such Goods without the written consent of the Seller; or
 - 8.3.5 the defect or non-compliance arises as a result of fair wear and tear, wilful damage, negligence, abnormal working conditions or misuse; or
 - 8.3.6 the Goods differ from their description or the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

- 8.4 Except as provided in this clause 8, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranties set out in clause 8.1.
- 8.5 The terms of these Conditions shall apply to any repaired or replaced Goods supplied by the Seller under clause 8.2.
- 8.6 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person who deals as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded from the Contract to the fullest extent permitted by law.

9 SUPPLY OF SERVICES

- 9.1 The Seller shall provide the Services to the Buyer in accordance with the Service Specification in all material respects.
- 9.2 The Seller shall use all reasonable endeavours to meet any performance dates for the Services specified in the Seller's acceptance of Buyer's Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 9.3 The Seller shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Seller shall notify the Buyer of any such event.
- 9.4 The Seller warrants to the Buyer that the Services will be provided using reasonable care and skill.
- 9.5 The Buyer shall cooperate with the Seller in all matters relating to the Services, including by providing the Seller with such information and materials as the Seller may reasonably require to supply the Services, and ensure that such information is accurate in all respects.
- 9.6 If the Seller's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Buyer or failure or default by the Buyer to perform any relevant obligation ("Buyer Default"):
- 9.6.1 the Seller shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent the Buyer Default prevents or delays the Seller's performance of any of its obligations; and
- 9.6.2 the Seller shall not be liable for any associated costs or losses (whether direct or indirect) sustained or incurred by the Buyer.

10 LIMITATION OF LIABILITY

- 10.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:
- 10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- 10.1.2 fraud or fraudulent misrepresentation;
- 10.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- 10.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 10.1.5 defective products under the Consumer Protection Act 1987.
- 10.2 Subject to clause 10.1:
- 10.2.1 the Seller shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, revenue or contracts (whether the same are direct or indirect) or any indirect or consequential losses or damages, costs, expenses or other claims whatsoever which arise out of or in connection with the Contract (including any losses that may result from a deliberate breach of the Contract by the Seller, its employees, agents or subcontractors); and
- 10.2.2 the Seller's total liability to the Buyer in respect of all losses or damages, costs, expenses or other claims arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including caused by a deliberate breach of the Contract by the Seller, its employees, agents or subcontractors shall not exceed the higher of:
- (a) £3,000;
- (b) 125 per cent of the price of the Contract (as set out in the Seller's written acceptance of order or, if there is none, in the accepted Buyer's Order) under which the liability arose; or
- (c) the invoiced value (less any VAT and delivery charges) of the Goods or Services supplied by the Seller to the Buyer during the 3-months immediately preceding the date of the event giving rise to the liability in question.
- 10.3 This clause 10 shall survive termination of the Contract.

11 FORCE MAJEURE

- 11.1 Notwithstanding anything to the contrary in these Conditions, the Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Contract if the delay or failure was due to any cause beyond the Seller's reasonable control ("Force Majeure Event") including:
- 11.1.1 act of God, explosion, flood, storm, tempest, fire or accident;
- 11.1.2 war or threat of war, riot, sabotage or malicious damage, insurrection, civil disturbance or requisition;
- 11.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority or the Seller's compliance with the same;
- 11.1.4 import or export regulations or embargoes;
- 11.1.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- 11.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 11.1.7 failure of utility service or transport network or breakdown in plant or machinery; or
- 11.1.8 default of suppliers or subcontractors.
- 11.2 If performance of the Seller's obligations is delayed or hindered by a Force Majeure Event:

- 11.2.1 the Seller will as soon as reasonably practicable give the Buyer notice of the Force Majeure Event, however failure to give such notice will not prevent the Seller relying on the remaining provisions of this clause, and the Seller will incur no liability for failure to give such notice; and
- 11.2.2 the Seller's obligations under the Contract shall be suspended for as long as the Force Majeure Event continues, and the time for performance of the Seller's obligations shall be extended by a period equal to the duration of the Force Majeure Event.
- 11.3 Without prejudice to the foregoing if, due to a Force Majeure Event, there is a shortage of goods of the type to be supplied under the Contract, so that the Seller has, or can obtain or produce insufficient goods to satisfy the Contract and contracts with its other customers, the Seller may allocate the goods available to it between the Buyer and its other customers as it thinks fit and:
 - 11.3.1 the Buyer will accept and pay for any Goods delivered to it; the price payable for the Goods delivered shall be proportionate to the Contract price in the same ratio as the quantity delivered is to the Contract quantity; and
 - 11.3.2 the Seller shall be treated as having discharged its obligations to deliver Goods under the Contract and shall not be liable for breach of contract in respect of the failure to deliver the full Contract quantity.

12 INDEMNITY

- 12.1 To the extent that the Goods are to be manufactured in accordance with any design, drawing or specification supplied by the Buyer, the Buyer:
 - 12.1.1 warrants to the Seller that such design, drawing and specification does not infringe the rights (including intellectual property rights) of any other person;
 - 12.1.2 warrants to the Seller that manufacturing the Goods to such design, drawing and specification shall not cause the Goods so manufactured to have a defect which could lead to the Seller incurring any liability under the Consumer Protection Act 1987; and
 - 12.1.3 shall fully indemnify, and shall keep fully indemnified, the Seller 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 and other professional costs and expenses) suffered or incurred by the Seller in connection with:
 - 12.1.3.1 any claim or allegation made against the Seller for infringement of a third party's rights (including intellectual property rights) arising out of or in connection with the Seller making the Goods in accordance with any design, drawing or specification supplied by the Buyer; and
 - 12.1.3.2 any claim or action under the Consumer Protection Act 1987 based on the Goods having been made in accordance with any design, drawing or specification supplied by the Buyer.
- 12.2 Clause 12.1 shall survive termination of the Contract.

13 TERMINATION

- 13.1 This clause applies if:
 - 13.1.1 the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or
 - 13.1.2 the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
 - 13.1.3 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of that Buyer; or
 - 13.1.4 the Buyer (being an individual) is the subject of a bankruptcy petition or order; or
 - 13.1.5 a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other process is levied or enforced on or sued against the whole or any part of the Buyer's assets; or
 - 13.1.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer (being a company); or
 - 13.1.7 a floating charge holder over the assets of the Buyer (being a company) has become entitled to appoint or has appointed an administrative receiver; or
 - 13.1.8 a person becomes entitled to appoint a receiver over the assets of the Buyer or a receiver is appointed over the assets of the Buyer; or
 - 13.1.9 the Buyer suspends, threatens to suspend, ceases or threatens to cease, to carry on all or substantially the whole of its business; or
 - 13.1.10 the Buyer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; or
 - 13.1.11 the Seller reasonably believes that any of the events mentioned in clauses 13.1.1 to 13.1.9 (inclusive) is about to occur in relation to the Buyer and notifies the Buyer accordingly; or
 - 13.1.12 any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 13.1.1 to 13.1.10 (inclusive).
- 13.2 If clause 13.1 applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to terminate the Contract or suspend any further deliveries or supply under the Contract without any liability to the Buyer, and any Goods and/or Services that have been delivered or supplied but not paid shall become immediately due and payable

notwithstanding any previous agreement or arrangement to the contrary and, in respect of Goods or Services supplied but for which no invoice has yet been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt.

- 13.3 A Contract may not be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- 13.4 On termination of the Contract for any reason:
- 13.4.1 the accrued rights and remedies of the parties as at termination shall not be affected; and
 - 13.4.2 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14 INTELLECTUAL PROPERTY RIGHTS

- 14.1 The Buyer shall obtain the prior written consent of the Seller prior to carrying out advertising of any kind whatsoever featuring or incorporating the "XL Precision Technologies" name. Following the grant of such consent by the Seller, the Buyer shall submit to the Seller, before use, all representations of the "XL Precision Technologies" name that the Buyer intends to use.

15 EXPORT

- 15.1 The provisions of this clause **Error! Reference source not found.** shall apply only where the Goods are supplied for export from the United Kingdom and shall take precedence over any inconsistent provision in these Conditions.
- 15.2 The price for the Goods shall be payable in full prior to the relevant shipment being dispatched.
- 15.3 The Buyer shall be responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required for the importation of the Goods into the county of destination and for the payment of any duties thereon. The Buyer shall make those licences and consents available to the Seller prior to the relevant shipment being dispatched.
- 15.4 Unless otherwise expressly stated in a written acceptance of Buyer's Order from the Seller, the Goods shall be delivered FOB the sea port of shipment (Incoterms 2010) and the Seller shall be under no obligation to give notice under Section 32(3) of the Sale of Goods Act 1979

16 GENERAL

- 16.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and shall be delivered to the other party personally, by courier or sent by pre-paid first class post at its last known address in the UK or by pre-paid first class airmail to an address abroad. Such notice shall be deemed to have been duly received if delivered personally or by courier, when left at such address, if sent by prepaid first-class post, at 9.00am on the third Business Day after posting, or if sent by airmail, at 9.00am on the seventh day after posting. Notice given by any other means shall not be affective unless confirmed by letter sent in accordance with these provisions of this clause. This clause 16.1 shall not apply to the service of any proceedings or other documents in any legal action.
- 16.2 The Seller may at any time assign, transfer, charge, subcontract or deal in any other matter with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 16.3 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 16.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 16.5 A person who is not a party to the Contract shall not have any rights under or in connection with it. Accordingly, the Contracts (Rights of Third Parties) Act 1999 shall not apply.
- 16.6 The Contract shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

17 RECTIFICATION

- 17.1 Except in accordance with Condition 18 or otherwise agreed in writing the Company shall be liable for the cost of rectifying Goods or Services.

18 GUARANTEE

- 18.1 Save as otherwise provided by the other conditions of these Conditions sections 10 to 12 of the Sale of Goods Act 1979 are to be implied into this contract.
- 18.2 In the event of the condition of the Goods being such as might or would (subject to these conditions entitle the Buyer to claim damages or to repudiate the contract the Buyer shall not then do so but shall first ask the company to repair or supply satisfaction substitute Goods and the Company shall thereupon be entitled at its option to repair or take back the defective goods and to supply satisfactory substitute Goods free of charge within a reasonable time. If the Company does so repair the Goods or supply satisfactory substitute Goods the Buyer shall be bound to accept such repaired or substituted Goods and the Company shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the effective Goods or from the delay before the defective Goods are repaired or the substitute Goods are delivered.

19 VALIDITY

- 19.1 Quotations are not offer's and no contract is deemed to come into existence unless and until the Buyer's order to carry out the services or supply the material specified in a quotation is accepted by the Company in writing.

20 DATA PROTECTION

- 20.1 When providing the Goods to the Buyer, the Seller may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the buyer.
- 20.2 The parties agree that where such processing of personal data takes place, the Buyer shall be “data controller” and the Seller shall be the “data processor” as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.
- 20.3 The Seller shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict “need to know” basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.