

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY 03.24

### 1.0 SUPPLY CONTRACT

#### 1.1 ACCEPTANCE OF ORDER

On receipt of the acknowledgement of order the supply contract, which shall be governed exclusively by the terms and conditions specified in the following, shall come into existence. Any diverging terms and conditions of the Customer shall only become part of the contract if expressly accepted in writing by the Seller.

The Seller's terms and conditions apply to all of the Seller's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by the Seller.

No terms and conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the contract simply as a result of such documents being referred to in the contract.

The Seller's Terms and Conditions of Sale and Delivery shall also apply if deliveries are made without reservation although the Seller is aware of the fact that the terms and conditions of the Customer do not correspond to those of the Seller. The terms and conditions of the Seller shall apply for all further orders with the Customer within a current business relation.

#### 1.2 TENDER DOCUMENTS

Tender documents, drafts, cost estimates, drawings, descriptive matter, specification and advertising issued by the Seller and made available to the Customer are protected by copyright and:

- may be used by the customer only in connection with the delivery, negotiations and the supply contract;
- are issued or published for the sole purpose of giving an approximate idea of the goods described in them;
- shall not form part of the contract;
- must be returned by the Customer to the Seller upon demand.

In particular, any reproduction or transmission to competitors of the Seller shall be prohibited. The Customer shall immediately and completely return those documents which have been made available to the Customer by the Supplier if no supply contract is signed. Technical data contained in the tender documents (drawings, pictures, lists of dimensions and weights, etc.) only represent approximate values in principle. They only serve to describe the product and shall be regarded as guaranteed only if explicitly indicated as such in the offer. Notwithstanding those provisions the goods ordered are at any time subject to alterations or modifications.

#### 1.3 PROTECTIVE DEVICES

In general, the goods ordered shall be delivered without any special protective devices. The Customer shall have the possibility to order such protective devices from the Seller separately at the Customer's expense.

#### 1.4 PACKAGING

The goods ordered shall be delivered in packaging only if this appears necessary according to the Seller's experience. Packaging, if any, shall be charged to the Customer at cost. Due to economical reasons packaging can only be returned in exceptional cases upon prior agreement with the Customer. In other respects the Customer shall at his own expense take care of any waste disposal of packaging.

#### 1.5 TIME OF DELIVERY/RESTRICTION OF DELIVERY

The confirmed delivery date shall not be binding. In particular, it shall be dependent on settlement of all invoices for previous deliveries and services to the same Customer in due time. Any dates specified by the Seller for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice, if no dates are so specified, delivery shall be within a reasonable time.

As far as delivery periods are stipulated, they shall not begin to run before the Customer has made available the required technical documents, has complied with all formalities required and has made any stipulated advance payments (see 2.3).

Without any special declaration, events and circumstances beyond Seller's control (e.g. incomplete or delayed deliveries to Seller, fire, restrictions and obligations to deliver imposed by statute or authorities, operational breakdowns, strikes, transport and storage problems and in any other event of force majeure) shall lead to an extension of the delivery period corresponding to the period during which the Seller was pre-

vented from performing properly the delivery due to the aforesaid circumstances. In this case the Customer is entitled to rescind the contract only if the agreed delivery date is exceeded by more than 10 weeks. Before this date, he is entitled to rescission only if the Seller has informed him in writing that a delivery by the Seller can not or no longer take place.

If the delivery period is exceeded by more than one month, the Customer shall be entitled to the right of cancellation only if he notifies the Seller of his intention to cancel the supply contract in writing and the Seller does not effect delivery within one month from the receipt of the notice. Subject to the other provisions of these conditions the Seller shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Seller's negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract. If for any reason the Customer fails to accept delivery of any of the Goods

- risk in the Goods shall pass to the Customer (including for loss or damage caused by the Seller's negligence);
- the Goods shall be deemed to have been delivered; and
- the Seller may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

#### 1.6 "NO-RUSSIA CLAUSE"

Art 12g of Council Regulation (EU) 2023/2878 amending Regulation (EU) No 833/2014 for the sale, supply, transfer or export of goods from the EU to third countries (excluding EU partner states and partner countries listed under Annex XIII).

SEEPEX UK Ltd. may forthwith, by written notice to the Purchaser and without prejudice to any other right or remedy which SEEPEX UK Ltd. may have under the Contract or at Law, terminate in whole or in part the Contract. In such an event, the Purchaser shall pay to SEEPEX UK Ltd. the sum for the goods already delivered and such part of the services already performed at the date of termination, subject to the additional right of SEEPEX UK Ltd. to recover from the Purchaser all losses, costs, damages or expenses SEEPEX UK Ltd. has suffered or may suffer as a result of any breach of this "No-Russia Clause" by Purchaser.

#### 1.7 CANCELLATION OF THE CONTRACT BY THE SELLER

The Seller shall be entitled to withdraw from the supply contract if it turns out that production of the goods ordered cannot be guaranteed within an economically justifiable term due to the circumstances which are set forth in 1.5 and for which the Seller is not responsible.

### 2.0 CURRENCY

#### 2.1 INTRODUCTION OF THE EURO

All payments shall be effected in £ or Euro.

#### 2.2 PRICES

Unless otherwise agreed in writing - the prices stated or stipulated otherwise are understood as supplying factory inclusive of loading at the factory, in cash without any deduction.

The prices indicated are the prices valid at the time of accepting the order. If the production costs for the Seller's performances or expenses incidental thereto, in particular, freight, tax, etc., change after conclusion of the contract, the Seller shall be entitled to adjust the price accordingly. The minimum order value is £ 150,-.

#### 2.3 DUE DATE AND DEFAULT

Subject to the following Clause, payment for the price of the Goods shall be due 10 days from the date of invoice in respect of the Goods.

Payment of the price for Goods comprising an order value exceeding £15,000.00 shall be made as follows:

- One third of the invoice amount - upon receipt of acknowledgment.
- One third of the invoice amount - upon the date that the Customer receives notice that the goods are ready for delivery in accordance with clause 1.6
- One third of the invoice amount - 30 days from the date of invoice.

The Customer shall automatically come in default in case of failure to comply with the terms of payment if the invoice is not settled ten days after the invoice date.

Any payment shall be considered as settled if the Seller's account determined for this purpose is credited with the respective invoice amount. Time shall be of the essence in relation to all payments required to be made under this Contract

#### 2.4 SET OFF/RIGHT OF RETENTION

The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Seller to the Customer.

### 3.0 PASSING OF THE RISK AND INSURANCE

#### 3.1 PASSING OF THE RISK

The Goods are at the risk of the Customer from the date that notice is provided to the Customer that the Goods are ready for delivery.

#### 3.2 INSURANCE

The Seller shall not be under any obligation to effect any Insurance in respect of the Goods. At the Customer's express request the Seller may arrange for transport insurance on behalf of the Customer but in doing so the Seller shall not be acting as the Customer's agent and the Customer shall be solely responsible for satisfying itself that the terms of any insurance are adequate for its purposes. As far as drive units, other machine parts or accessories are supplied by the Customer for assembly, these shall be insured for onward shipment on the aforesaid conditions.

#### 4.0 RESERVATIONS OF TITLE

Ownership of the Goods shall not pass to the Customer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:

- the Goods; and
- all other sums which are or which become due to the Seller from the Customer on any account.

Until ownership of the Goods has passed to the Customer, the Customer shall:

- hold the Goods on a fiduciary basis as Seller's bailee;
- store the Goods (at no cost to the Seller) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Seller's property; not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
- maintain the Goods in satisfactory condition and keep them insured on the Seller's behalf for the full price against all risks to the reasonable satisfaction of the Seller. On request the Customer shall produce the policy of insurance to the Seller.

The Customer may resell the Goods before ownership has passed to it solely on the following conditions:

- any sale shall be effected in the ordinary course of the Customer's business at full market value;
- any such sale shall be a sale of the Seller's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

The Customer's right to possession of the Goods shall terminate immediately if:

- the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or
- (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or
- has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or
- documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or
- a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
- the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Seller

and the Customer, or

- is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
- the Customer encumbers or in any way charges any of the Goods.

The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller. The Customer grants the Seller, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

Where the Seller is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Seller to the Customer in the order in which they were invoiced to the Customer.

On termination of the Contract, howsoever caused, the Seller's (but not the Customer's) rights contained in this condition shall remain in effect.

### 5.0 CLAIMS IN CASE OF DEFECTS

#### 5.1 QUALITY

The Seller warrants that (subject to the other provisions of these conditions) on delivery, the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and free of defects for a period of 12 months from Delivery

5.2 The Seller shall not be liable for a breach of the warranty in condition 5.1 unless:

- if the defect is as a result of damage in transit to the carrier, notice is provided to the Seller within 7 days of the time when the Customer discovers or ought to have discovered the defect; and the Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Customer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Seller's cost for the examination to take place there.
- if the defect is not as a result of damage in transit, the Customer gives written notice of the defect to the Seller as soon as possible after becoming aware of the defect
- In all cases, if a period of 12 months has expired since Delivery of the product.
- the Customer makes any further use of such Goods after becoming aware of the defect and/or giving such notice; or
- the defect arises because the Customer 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
- the Customer alters or repairs such Goods without the written consent of the Seller

5.3 Subject to condition 5.2 if any of the Goods do not conform with the warranty in condition 5.1 the Seller shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Seller so requests, the Customer shall, at the Seller's expense, return the Goods or the part of such Goods which is defective to the Seller. If the Seller complies with condition 5.3 it shall have no further liability for a breach of the warranty in condition 5.1 in respect of such Goods.

### 6.0 LIABILITY

6.1 Subject to condition 5.1, condition 5.2 and condition 5.3, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- any breach of these conditions;
- any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and
- any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

6.2 All warranties, conditions and terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the full extent permitted by law, excluded from the Contract.

## GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY 03.24

**6.3** Nothing in these conditions excludes or limits the liability of the Seller:

- for death or personal injury caused by the Seller's negligence; or - under section 2(3), Consumer Protection Act 1987; or
- for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or
- for fraud or fraudulent misrepresentation. Subject to condition 6.1 and condition 6.3:
- the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price;
- the Seller shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

### **7.0 PLACE OF PERFORMANCE AND JURISDICTION**

The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

The Seller shall also be entitled to institute an action at the principal place of business or at the place of a branch of the Customer.

### **8.0 OTHER PROVISIONS**

Any amendments of or additions to the supply contract must be made in writing, in any case they shall require a written confirmation, however. All agreements made between the Customer and the Seller are completely set down in the contract. Any verbal collateral agreements have not been made.

Should individual provisions of these General Terms and Conditions of Sale and Delivery be void, the validity of the remaining provisions shall not be affected.

Should

a provision be void the parties shall agree upon a new provision which fulfils the object furthered by the invalid provision.