



Established 1980.

Dynawest Limited Registered Office 16A Falcon Street Ipswich, Suffolk. IP1 1SL United Kingdom
Company no: 01513481 Registered in England.

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS (Pages 6)

1. Application

The Buyer hereby orders and the Supplier, by accepting the purchase order, agrees that it will supply the Goods specified in the Buyer's purchase order upon and subject to these terms and conditions which shall govern the Contract to the exclusion of any other terms and conditions. Any reference to the supplier's quotation, specification, price list or like document shall be solely for the purpose of describing the Goods to be supplied and no terms and conditions endorsed upon, delivered with or referred to in such apply to the Contract.

2. Interpretation

2.1 In these Conditions:-

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|------------------------|--|
| "Business Day" | means any day other than a Saturday, Sunday or bank holiday; |
| "the Buyer" | means Dynawest Limited a company registered in England under number 01513481 whose registered office is at 16A Falcoln Street, Ipswich, Suffolk. IP1 1SL united Kingdom. |
| "these Conditions" | means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller; |
| "the Contract" | means the contract for the sale and purchase of the Goods constituted by the Seller's acceptance of the Order in accordance with these Conditions; |
| "the Delivery Address" | means the address stated on the Order for delivery of the Goods. |
| "the Goods" | means the goods (including any instalment of the goods or any part of them) described in the Order; |
| "the Order" | means the Buyer's purchase order to which these Conditions apply; |
| "the Price" | means the price of the Goods; |
| "the Seller" | means the Supplier so described in the Order; |
| "Specification" | includes any plans, drawings, data or other information relating to the Goods; and |
| "Writing" | includes facsimile, transmission, electronic mail and comparable means of communication. |

2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. Basis of Purchase

3.1 The Order constitutes an offer by the Buyer to purchase the Goods subject to these Conditions.

3.2 The Seller shall accept the Order placed by the Buyer and a binding contract for the supply of the Goods subject to these conditions, shall exist by whichever is the earlier of: -

3.2.1 The Seller's acceptance of the Order, in writing or orally, subject to these conditions; or

3.2.2 Delivery of Goods.

Continued Page 2

- 3.3 Any typographical clerical or other accidental error or omission in the Order placed by the Buyer or in any drawings specifications, instructions, tools or other material supplied by the Buyer, shall be subject to correction without any liability on the part of the Buyer.
- 3.4 No variation to the Contract shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

4. **Specification**

- 4.1 The quantity, quality and description of the Goods shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in writing by the Buyer.
- 4.2 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required by the Buyer for the purpose of the Contract or for the purpose of Marketing and Sales of the Goods.
- 4.3 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.
- 4.4 The Seller shall not unreasonably refuse to take any steps necessary to comply with any request by the Buyer to inspect or test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and to provide the Buyer with any facilities reasonably required by the Buyer for inspection or testing.
- 4.5 If as a result of inspection or testing the Buyer is not satisfied that the goods will comply in all respects with the Contract, and the Buyer so informs the Seller within seven days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.
- 4.6 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.

5. **Price**

- 5.1 The Price of the Goods shall be as stated in the Order and, unless otherwise so stated, shall be:-
 - a) exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoices); and
 - b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.
- 5.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.
- 5.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

6. **Payment**

- 6.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods, as the case may be, and each invoice shall quote the number of the Order.
- 6.2 Unless otherwise stated in the Order, the Buyer shall pay the Price of the Goods within 60 days after the end of the month of receipt by the Buyer of a proper invoice or, if later, after acceptance of the Goods in question by the Buyer, but time for payment shall not be of the essence of the contract.
- 6.3 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

Continued Page 3

7. Delivery

- 7.1 The Goods shall be delivered to the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.
- 7.2 Where it is agreed in writing that the date of delivery of the Goods is to be specified by the Seller after the placing of the Order, the Seller shall give the Buyer reasonable notice in writing of the specified date.
- 7.3 The time of delivery of the Goods is of the essence of the Contract.
- 7.4 A packing note clearly quoting the number of the Order must accompany each delivery or consignment of the goods.
- 7.5 If the goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable.
- 7.6 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery.
- 7.7 The Seller shall supply the Buyer immediately Proof of Clean signed receipt of delivery to the address stated on the Buyers written order covering the goods and quantity delivered.
- 7.8 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.
- 7.9 If the Goods are not delivered on the due date then, without prejudice to any other remedy, the Buyer shall be entitled to deduct from the Price or (if the Buyer has agreed to pay any part of the price in advance of delivery) to claim from the Seller by way of liquidated damages for delay minimum 15% for every weeks delay up to any higher value of damages and loss of Profit incurred.
- 7.10 The Buyer shall not be deemed to have accepted the Goods until it has had 30 days to inspect them following delivery or collection as the case may be. The Buyer shall also have the right to reject the Goods as though they had not been accepted for 60 days after any defects in the Goods has become apparent.

8. Quality

- 8.1 Without prejudice to all the Buyers rights contained in these Purchase Conditions of Dynawest Limited the Buyer holds the Seller exclusively liable and responsible for any breach, costs and damages arising whether the Seller is or is not the Manufacturer of the Goods, he shall be liable and responsible as if he was the Manufacturer of the Goods. The Contract shall remain between the Buyer and Seller
- 8.2 Where the Seller is not the manufacturer of the Goods, the Seller shall endeavour to transfer to the Buyer additionally any benefit of any warranty or guarantee given to the Seller.
- 8.3 The Seller warrants that (subject to the other provisions of these conditions) upon delivery, and for a period of 12 months from the date of delivery), the Goods shall:
 - (a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and be reasonably fit for purpose.
 - (b) The Goods the subject of the Buyer's order on delivery shall perform in every respect to the Specification given in writing by the Seller to the Buyer and be fit for purpose.
- 8.4 Any Failure in Performance of the Goods or any Complaints arising whether from any Third Party that is reported by the Buyer to the Seller orally and or in writing, the Seller shall take immediate steps to investigate the Complaint and Collect the Goods entirely at his expense and shall pay immediately to the Buyer all costs and damages arising including loss of profits and plus Third Party costs and Damages.

9. Risk and Property

- 9.1 Subject to no damage and /or loss prior to delivery, any subsequent Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.
- 9.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods has been agreed to be made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract but in such eventuality, the Risk shall remain as in 9.1 above..

Continued Page 4

10. Assignment

- 10.1 The Buyer may assign the Contract or any part of it to any person, firm or company.
- 10.2 The Seller shall not be entitled to assign the Contract or any part of it without the prior written consent of the Buyer.

11. Warranty

- 11.1 The Seller warrants to the Buyer that the Goods:-
- 11.2 Will, both at the time of delivery and for a reasonable period of time thereafter, be of the best available design, quality, material and workmanship and conform in all respects with the Order and Specification supplied and/ or advised by the Seller to the Buyer.
- 11.3 Will be free from defects in design, material and workmanship.
- 11.4 will correspond with any relevant Specification or sample;
- 11.5 And, the Goods will comply with regulations relating to the Sale of the Goods and other legal requirements. .

12. Indemnity

- 12.1 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:-
- 12.2 breach of any warranty given by the Seller in relation to the Goods;
- 12.3 any claim that the Goods infringe, or that their importation, use or resale, infringes, the patent, copyright trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
- 12.4 any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering or installing the Goods.
- 12.5 all claims by the customers of the Buyer (and their sub-buyers) arising out of any breach whatever by the Seller of this contract for sale and future repeat business.
- 12.6 Any Statement made by the Seller or it's employees, agents or sub-contractors whether orally or in writing that the Buyer relied upon in the Sales, Marketing and information given out effecting the Goods
- 12.7 All reckless and negligent acts of good conduct of normal trade committed by the Seller..
- 12.8 Any interruption of Supplies of the Goods including future Supplies.

13. Remedies

- 13.1 Without prejudice to any other right or remedy which the Buyer may have, if any Goods are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Contract the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Buyer:
- 13.2 to rescind the Order;
- 13.3 to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;
- 13.4 at the Buyer's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- 13.5 to refuse to accept any further deliveries of the Goods but without any liability to the Seller;
- 13.6 to carry out at the Seller's expense any work necessary to make the Goods comply with the Contract; and
- 13.7 to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.

- 13.8 to claim such costs, damages, and loss of sales and loss of profits incurred by the Buyer arising from clause 12.1 to 12.8 inclusive plus all other costs and damages that the Buyer may have occurred.
- 13.9 The Buyer shall exercise the right to off set against any monies that may be owed to the Seller against all monies that are owed to the Buyer as a consequence of breach of clause 13.1 to 13.9 and to pursue in an English Court under English Law all Monies that are owed to the Buyer unless an amicable and reasonable prior remedy is reached and agreed between the Buyer and Seller.

14. Termination

- 14.1 The Buyer shall be entitled to cancel the Contract in respect of all or part only of the Goods by giving notice in writing to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the Price for the Goods in respect of which the Buyer has exercised its right of cancellation, less the Buyer's reasonable estimate of the Seller's net saving of cost arising from cancellation.
- 14.2 The Buyer shall be entitled without liability to terminate the Contract with the Seller by giving notice to the Seller at any time if:-
 - 14.2.1 The Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - 14.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or
 - 14.2.3 the Seller ceases or threatens to cease, to carry on business; or
 - 14.2.4 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

15. Force Majeure

- 15.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout (subject to Sub-clause 15.2) the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.
- 15.2 Sub-clause 15.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.
- 15.3 Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.
- 15.4 If and when the period of such incapacity exceeds 6 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

16. Communications

- 16.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail:
 - 16.1.1 (in case of communications to the Seller) to its registered office or such changed address as shall be notified to the Buyer by the Seller; or
 - 16.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Seller by the Buyer.
- 16.2 Communications shall be deemed to have been received:
 - 16.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting) ; or

Continued Page 6

16.2.2 if delivered by hand, on the day of delivery; or

16.2.3 if sent by fax or electronic mail on a Business Day prior to 4.00 pm, at the time of transmission and otherwise on the next Business Day.

16.3 Communications addressed to the Buyer shall be marked for the attention of the Director.

16.4 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

17. Waiver

No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

18. Severance

If any provisions of these Conditions are 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 provisions in question shall not be affected thereby.

19. Third Party Rights

A person who is not a party to the Contract shall have no rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

20. Governing Law and Jurisdiction

The Contract shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.