

VEE BEE FILTRATION UK LTD
TERMS AND CONDITIONS OF SALE
(Version 27th April 2018)

1. DEFINITIONS

In these conditions unless the context requires otherwise the singular shall include the plural and the masculine gender the female and vice versa the following words have the meanings set out opposite them.

- 1.1 "the Company" shall mean Vee Bee Filtration UK Limited
- 1.2 "the Customer" shall mean any person firm company or organization to whom the company agrees to sell "Goods" and/or for whom the Company agrees to perform "the Works"
- 1.3 "the Goods" shall mean the standard and special purpose filters strainers separators and pressure vessels and/or any other goods (and any parts thereof) the subject matter of the contract as described in these conditions and (if applicable) on the face of the company's acknowledgement of order form;
- 1.4 "the Works" shall mean all works of installation of the Goods (and any part thereof) the subject matter of the contract as described in these conditions and (if applicable) on the face of the Company's acknowledgement of order form or all works refurbishment and maintenance in relation to the goods which are already the property of the customer.

2. GENERAL

- 2.1 All contracts for the sale of the Goods or performances of the Works (or partly for the sale of the Goods and partly for the performance of the Works) by the Company are made subject to these conditions of sale which supersede any earlier sets of conditions issued by the Company. Any stipulations or conditions in the Customers order form to the other document delivered by the customer which would if applicable conflict with these conditions or in any way qualify or negative the same shall deemed to be inapplicable to the Company unless the same shall have been expressly agreed to in writing in a document signed by director of the company. No other servant or agent of the Company has any authority to alter or qualify these conditions in any way.
- 2.2 The Company reserves the right by notice in writing to the Customer signed by a director of the Company to amend or vary these conditions at any time before acceptance of delivery of payment for the Goods of commencement of or payment for the Works.
- 2.3 Acceptance of delivery of the Goods or payment for the Goods by the Customer to the Company to commence the Works Shall of itself constitute an acceptance of these conditions where acceptance has not previously been communicated to the Company.
- 2.4 Quotations shall be available for acceptance (unless expressly stated otherwise) for a maximum period of 30 days from the date thereof and be withdrawn by the Company within such period at any time by written or oral notice.
- 2.5 If any statement or repression had been made to the Customer by the Company its servants or agents upon which the Customer relies other than in the documents enclosed with the Company's quotation or acknowledgement of order then the Customer must set out the statement or representation in a document to be attached or endorsed on the order and in any such case the Company may confirm reject or clarify the point and submit a new quotation.
- 2.6 If subsequent to a contract in which these conditions are incorporated any further contract of sale is concluded with the Customer by letter or telex facsimile or orally or by a combination of these factors without express reference to these general conditions it shall be a term of such contract that these general conditions of sale apply thereto.

3. DELIVERY

- 3.1 Time for delivery of the Goods and where appropriate the time for the performance of the Words is givern as accurately as possible but is not guaranteed.
- 3.2 In the event that either the Goods are not delivered of the Works are not performed on the date stipulated or both them the Customer shall either accept delivery of the Goods or accept performance of the Works within such further period which is reasonable in all circumstances provided that if the Customer is of the reasonable period has expired he shall give written notice to that effect to the Customer stating his reasons for such opinion whereupon period shall be deemed to expire 15 days after the service of such notice. The Customer shall have no right to claim damages or cancel the order for any delays in delivery not exceeding 15 days beyond such reasonable period.
- 3.3 The Company shall not be required to fulfil orders for the Goods or the performance of the Works in the sequence in which they are placed.
- 3.4 Failure by the Customer to take delivery of the Goods or accept performance of the Works or both or to make payment in respect of the Goods or Works or both or any one or more installments of the Goods or Works shall entitle the Company to treat the whole of the contract as repudiated by the Customer.
- 3.5 If the Company should not receive adequate instructions to enable it to deliver the Goods within 7 days of notification that they will be ready for delivery or the Customer fails to take delivery of the Goods the Company may arrange for the Goods to be stored at the Customers expense and risk whether at the Company's premises or elsewhere.
- 3.6 Without prejudice to conditions 3.4 and 3.5 the Company will endeavor to comply with reasonable requests by the Customer for postponement of delivery of the Goods or performance of the Works or both but shall be under no obligation to do so and where delivery or performance both are postponed by agreement otherwise than due to default by the Company the Customer shall all costs and expenses including a reasonable charge for storage and transportation occasioned thereby and payment for the Goods or Works

or both as the case may be shall be made on the date payment would have been due had delivery or performance or both not been postponed.

4. PASSING OF PROPERTY AND RISK

- 4.1 Risk shall pass to the Customer so that the Customer is responsible for all loss damage or deterioration to the Goods.
- 4.1.1 if the Company delivers the Goods By its own transport or in accordance with a specific contractual obligation arranges transport for the Goods at the time the Goods arrive at the place of delivery.
- 4.1.2 in all circumstances as the time when the Goods leave the Company's premises or after the Customer has been notified that the Goods are available for collection.
- 4.2 Title to the Goods or any part thereof shall not pass to the Customer until:-
- 4.2.1 the Customer has paid to the Company all sums due and payable by it to the Company under this contract and all other prior contracts between the Company and the Customer, or
- 4.2.2 the Customer serves notice in writing on the Customer specifying that title in the Goods or any specified part thereof has passed to the Customer.
- 4.3 Until title to the Goods has passed to the Customer, the Customer shall possess the Goods and any part thereof as a bailee of the Company and in particular shall:-
- 4.3.1 store the Goods and any part thereof separately from other goods so as to ensure that they are clearly identifiable as the property of the Company: and
- 4.3.2 keep the Goods and any part thereof insured in the amount of the price at which the Goods are sold to the Customer against all insurable risks and shall account to the Company for any monies relating to the Goods and any part thereof received under such a policy of insurance forthwith upon receipt of the same and pending such account shall hold such monies on trust for the Company and pay them into a separate bank account designated as a trust account for the Company. Any account of monies by the Customer in accordance with the terms of this sub-condition received by the Company shall not discharge the Customer's liability to pay the price for the Goods plus any interest accrued with sub-condition 6.3 below but shall be set off against such liability.
- 4.4 The Company shall be entitled to recover and recall Goods in respect of which title has not passed to the Company at any time and Customer hereby licenses the Company its officers employees and agents to enter upon any premise or installations or vessels of the Customer for the purpose either of satisfying itself that sub-conditions 4.3.1 is being complied with by the Customer or recovering any Goods in respect of which title has not passed to the Customer.

5. PRICE

- 5.1 All prices are unless otherwise stated quoted net ex works exclusive of V.A.T. or other tax duty relating to performance of the Works or the sale or delivery of the Goods chargeable to the company and the cost of carriage and packaging if required by the Customer shall be charged extra.
- 5.2 If after the date of the Company's quotation the cost to the Company of the materials used by the performance of the Works or the Goods or both is increased then the Company may give notice of any increase which the Company is proposing to pass on to the Customer and such notice is given shall have the effect of increasing the Company's quoted price for the Goods of Work or both. The Customer may by notice in writing to the Company within 7 days of the notice of such increase cancel the order and in this event the contract for the sale of Goods or the performance of the Works or both shall be determined without any liability whatsoever being incurred by the Company or the Customer to the other. If the Customer shall not give notice rejecting the increase within 7 days then the increase shall be added to the quoted price and form part of the contract between the Company and the Customer.

6.1 TERMS OF PAYMENT

- 6.1 Unless otherwise agreed by the Customer in writing payment for the Goods or Works or both as the case may be paid in full and received by the Company within 30 days of the date of the Company's invoice. The Company shall be entitled to submit its invoice with its delivery advise note or at any time thereafter or if earlier when the Customer is notified that the Goods are available for collection or at any time thereafter or where only Works are to be performed at any time after the Company notifies the Customer that the Works have been performed save that where the time for delivery or performance has been postponed at the request of or by the Customer then the Company may submit its invoices at any time after the Goods are ready for delivery or the Works have been performed or both or would have been ready for delivery or performed or both in the ordinary course but for the request or default as aforesaid.
- 6.2 Where the Goods are delivered or the Works are performed or both by installments the Company may invoice each installment separately and the Customer shall pay such invoices in accordance with these conditions.
- 6.3 In the event of default in payment by the Customer or the Company shall be entitled without prejudice to any other right or remedy the company has under these conditions or by virtue of the general law and without prior notice to suspend all further deliveries or performance on any contract or contracts between the Company and the Customer and to charge interest on the amount outstanding at the rate of 4% above the base rate of HSBC Bank plc from time to time in force throughout the period the amount is outstanding. A cheque tendered by the Customer in payment shall not be treated as payment until the same has been cleared.
- 6.4 The Customer shall not be entitled to withhold payment of any amount payable under the contract to the Company because of any disputed claim of the Customer in respect of faulty goods or defective workmanship or any other alleged breach of the contract, nor shall the Customer be entitled to set-off against any amount

payable under the contract to the Company any moneys which are not then presently payable by the Company or for which the Company disputes liability.

7. TERMINATION

- 7.1 The Company shall be entitled without prejudice to its other rights or remedies to terminate all or any part of the contract with immediate effect on giving written notice to the Customer if any of the following occurs (or the Company reasonably apprehends that any of the events mentioned below is about to occur in relation to the Customer and notifies the Customer accordingly):
- 7.1.1 The Customer is in material breach of any provision of the contract;
- 7.1.2 The Customer becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986 or otherwise), is adjudicated insolvent, makes any composition or arrangement with its creditors or has a receiver, administrator, administrative receiver or manager appointed over the whole or any part of its business or assets, or suffers any similar or equivalent event anywhere in the world
- 7.1.3 The prompt transfer of funds from the country of the Customer's residence is impeded either by Government acts, orders or regulations or by reasons of strikes or breakdowns in the banking system in the country of the buyer's residence or the supply of the goods is otherwise restricted or prohibited under any applicable law or regulation; or the buyer ceases or threatens to cease to carry on business.
- 7.2 Any costs incurred by the Company as a result of the termination of the contract or part thereof shall be charged to the Customer together with an allowance in respect of overheads incurred by the Company.
- 7.3 For the purpose of these conditions, a material breach shall include (but not be limited to) the Customer failing to take delivery of the goods supplied or due to be supplied under the contract in accordance with the Customer's obligations in these conditions.

8. DIMENSIONS

- 8.1 Dimensions specified by the Company are to be treated as approximate only unless the Customer specifically states in writing the exact measurements are required.
- 8.2 Where the Company manufactures the Goods to the specification of the Customer it may in its sole discretion elect to produce a sample for the Customer's inspection. The Customer shall be responsible for all costs in connection with the production of the sample. Additionally the Company may elect in its sole discretion whether inspection of the sample should take place at its premises or those of the Customer.
- 8.3 Goods subsequently manufactured in accordance with a sample approved by the Customer shall be conclusively deemed to be of merchantable quality and fit for the Customer's purpose in all respect and in particular and without prejudice to the generality of the foregoing in respect of materials used, quality of finish, dimensions and specifications.

9. TESTING AND DEFECTS

- 9.1 Goods manufactured by the Company are carefully inspected and where practicable submitted to standard tests at the Company's work before delivery. The Company shall not be liable for:-
- 9.1.1 any shortages or defects in the quality or state of the Goods and/or the performance of the Works which would be apparent on visual inspection unless the Customer shall have inspected the Goods within 3 working days of delivery or as the case may be shall have inspected the Works within 3 working days of being notified by the Company that they performed and shall have given within 14 days of delivery or notification as the case may be a written notice to the Company specifying the matters complained of and shall have afforded the Company a reasonable opportunity of inspecting the Goods before they have been used or of inspecting the Works in their original state.
- 9.1.2 any shortages or defects in the quality or state of the Goods and/or the performance of the Works not apparent on visual inspection unless the Customer shall have given written notice to the Company specified the matters complained of as soon as reasonably practicable after discovery of such matters and in any event no later than twelve months after the date of delivery of the Goods or as the case may be no later than twelve months after the date the Customer was notified by the Company that the Works had been performed and shall have immediately after discovery of such matter ceased to make any use of the Goods and/or Works and shall have afforded the Company a reasonable opportunity to inspect the Goods and/or Works.
- 9.1.3 Loss or damage suffered by reason of use of the Goods and/or Works after the Customer becomes aware of circumstances which should reasonably have indicated the existence of a defect.
- 9.2 If special tests in the presence of the Customer or the Customer's representative are required these will be charged extra and in the event of any delay by the Customer in attending tests after 7 days notice that the Company is ready the tests will proceed in the Customer's absence and shall be deemed to have been made in the Customer's presence. Without prejudice to condition 9.1 above the company shall not be liable for any defects (whether latent or patent) in the quality or state of the Goods which may reasonably be expected to have revealed by such tests

10. GUARANTEE

- 10.1 In the event that the Works and/or the goods or any part thereof are defective in quality or state and/or performance or are otherwise not in accordance with the contract then the Customer shall require (in lieu of any legal remedy which may otherwise have been due the Customer) the Company to repair and reperform the Works and/or to repair or supply satisfactory substitute Goods and provided the Customer had complied

with the requirements as to notice contained in these conditions the Company shall be obliged at its option to repair or reperform the Works and/or to repair or take back the defective Goods and supply satisfactory substitute Goods to the Customer free of cost and within a reasonable time. Upon the Company repairing or reperforming the Works and/or repairing the defective Goods or supplying satisfactory substitute Goods then the Customer shall be bound to accept such repaired or reperfomed Works and/or repaired or substitute Goods and the company shall be under no liability to the Customer in respect of any loss or damage whatsoever arising from the initial performance of defective Goods or from the delay before the defective Works are repaired or reperfomed and/or the defective Goods are repaired or the substitute Goods are delivered.

10.2 In the event that the Goods are not manufactured by the Company then the Company gives no assurance warranty or guarantee whatsoever that the sale or use of the Goods will not infringe patent, copyright, registered design, design copyright or other intellectual property rights of any other person firm or company.

11. LIABILITY

Whilst the Company endeavors to maintain high standards of performance and production due to the demands of the industry it serves **IMPORTANT: SAVE** where the Company can be shown to have failed to exercise reasonable care in the manufacture and/or supply of the Goods and/or the performance of the Works and such failure results in death or personal injury **THE COMPANY SHALL NOT BE LIABLE** (without prejudice to condition 12) to the Customer for loss injury or damage of any kind whatsoever consequential or otherwise (including without limitation removal or rectification work required in connection with the installation of required or substitute Goods) which results directly or indirectly from any delay or the Company's performance of or failure to perform the Works or supply or failure to supply Goods to the Customer or any combination of these.

12. CONFIDENTIAL INFORMATION

12.1 All drawings documentation confidential records computer software and other information supplied by the Company are supplied on the express understanding that copyright is reserved to the Company and that the Customer will not without the prior written consent of the Company either give away loan exhibit sell exchange or deal with any such drawings documents records software or other information or extracts therefrom or copies thereof or use them in any way except in connection with the Goods and/or Works in respect of which they are supplied

12.2 Where the customer requires drawing approval then such drawings must be returned to the Company within 14 days of their submission otherwise the Company reserves the right to re-schedule delivery.

13. CUSTOMER DRAWINGS

13.1 The Customer shall be solely responsible for ensuring that all drawing information advice and recommendation given to the Company either directly or indirectly by the Customer or by the Customers agents servants consultants or advisers are accurate correct and suitable. Examination or consideration by the Company of such drawings information advise or recommendation advice or recommendations shall in no way limit the Customers responsibility hereunder unless the Company specifically agrees in writing to accept responsibility.

13.2 The Customer shall indemnify the Company from and against all actions claims costs and proceedings which arise due to the manufacture of the Goods and/or the performance of the Goods and/or the performance of the Works to the drawings or specifications of the Customer where such drawings or specifications are at fault or where it is alleged that they involve an infringement of patent copyright, registered design, design copyright or other exclusive intellectual property right.

14. DATA AND TECHNICAL INFORMATION

The information contained in the advertising sales and technical literature issued by the Company may be relied upon to be the accurate in the exact circumstances in which it is expressed otherwise any illustrations performance details examples of installations and methods of assembly and all other technical data in such literature are based on experience and upon trials under test conditions and are provided for general guidance only. No such information shall form part of the contract unless the Customer shall have complied with condition 2.5 hereof relating to statement and representations.

15. SUB-CONTRACTORS

The Company shall be entitled without the prior consent of the Customer to sub-contract the whole or any part of the contract to employ any independent contractor to perform its obligations under the contract and in so doing none of the obligations accepted hereunder by or the rights conferred on the Company shall in any way be negative or varied.

16. QUANTUM MERUIT

Where from any cause whether arising under the contract or otherwise and whether due to the Company's breach of contract or otherwise the Works are only partly performed then the Company shall be entitled to payment on a quantum meruit basis in respect of all work done without prejudice to the Company's other rights and remedies should non-performance be occasioned by default of the Customer.

17. INSOLVENCY

If the Customer shall become bankrupt or unable to pay its debts as prescribed by Section 123 Involency Act 1986 or compound with its creditors or in the event of a resolution being passed or proceedings commenced for the administration liquidation of the Customer (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or if a Receiver Manager Administrator or Administrative Receiver is appointed of all or any part of its assets or undertaking the Company shall be entitled to cancel the contract in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to the Company.

18. FORCE MAJEURE

In the event that the manufacture or delivery of any of the Goods and/or performance of the Works is prevented or hindered directly by fire, the elements, war, civil commotion, strikes or lock-outs, industrial dispute, storage of raw materials or fuel notwithstanding that the Company has taken all reasonable steps to procure the same, storage of labour, break down or partial failure of plant and machinery, late receipt of the Customer's specification or other necessary information acts, orders or regulations, of Government, delay on the part of any independent sub0contractor or supplier, or any other cause whatsoever beyond the reasonable control of the Company then the time for delivery of the Goods and/or performance of the Works shall be extended for a reasonable period having regard to the effect of the delaying cause on the manufacture delivery and/or performance.

19. NOTICES

Any notice required to be given by either the Company or the Customer to the other shall be deemed to be properly served if sent by prepaid register letter or such other address as may from time to time be notified to the other for this purpose and any notice served shall be deemed to have served 24 hours after the time of posting and in proving such service it shall sufficient to prove that the notice was properly addressed and posted.

20. ENGLISH LAW

The contract made hereunder shall be governed and interpreted according to English Law and the Company and the Customer hereby submit themselves to the jurisdiction of the English Courts.

21. INTERNATIONAL TRADE SANCTIONS

21.1 The Customer warrants that performance of the contract (including the supply of the goods, their intended end use and payment under the contract) will not expose the Company or any other person to any sanctions or prohibition imposed by any state, supranational or international Governmental organisation ("International Trade Sanctions").

21.2 The Customer warrants that it is not included on, and is not owned or controlled by, or acting on behalf of, an individual or entity which is included on any list of individuals or entities with whom transactions are currently prohibited or restricted under any international trade sanctions, including HM Treasury's consolidated list of financial sanctions targets or the US list of specially designated nationals ("The Sanctions Lists") and that the goods are not being bought on behalf of a person or entity which is included on any sanctions list and will not be on-sold or otherwise supplied to any person or entity which is included on any sanctions list, or otherwise in breach of any international trade sanctions.

21.3 If the Company reasonably believes that performance of either party's obligations under the contract may expose the Company to any material risk of breaching any international trade sanctions, the Company may suspend performance of or terminate the contract without any liability on its part.

22. ENTIRE AGREEMENT

These conditions contain the entire agreement and understanding of the parties and supersede all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of the contract.