

WEBRO CABLES AND CONNECTORS LIMITED - TERMS AND CONDITIONS OF SALE

(Version 5 26/03/2021)

1. INTERPRETATION

In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with condition 13(e);

Contract: the contract between the Customer and the Supplier for the sale and purchase of the Goods in accordance with these Conditions

Customer: the person or firm who purchases the Goods from the Supplier;

Goods: the goods (or any part of them) set out in the Order;

Order: the Customer's order for the Goods as set out in the Customer's purchase order form, the Customer's written acceptance of Webro's quotation, or overleaf, as the case may be;

Specification: any specification for the Goods, including any related plans and drawings, that is agreed by the Customer and Webro;

Webro: Webro Cables and Connectors Limited (registered in England and Wales with company number 1484166).

2. BASIS OF CONTRACT

- (a) These Conditions shall apply to the contract to the exclusion of all other terms, conditions, warranties, whether express, statutory or implied that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- (b) Any samples, drawings, descriptive matter, or advertising produced by Webro and any descriptions or illustrations contained in Webro's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the contract between us or have any contractual force.
- (c) The Customer's Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- (d) No binding contract shall exist until despatch of Webro's written acceptance of the Order or, if earlier, despatch of the Goods. Any quotation may be withdrawn or revised at any time prior to acceptance of the Order or, if earlier, of the despatch of the Goods.
- (e) No Order which has been accepted by Webro may be cancelled by the Customer except with the agreement in writing of one of Webro's directors and if it is cancelled the Customer shall indemnify Webro 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 Webro as a result of cancellation.
- (f) The Contract constitutes the entire agreement between us. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Webro that is not set out in the Contract.

3. GOODS

- (a) The Goods are described in Webro's catalogue.
- (b) To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify Webro 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 Webro in connection with any claim made against Webro for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with its use of such Specification. This condition 3(b) shall survive termination of the Contract.
- (c) Webro reserves the right to amend the specification of the Goods or Specification if required by any applicable statutory or regulatory requirement.

4. DELIVERY

- (a) Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Webro shall not be liable for any delay in delivery of the Goods that is caused by a force majeure event or the Customer's failure to provide Webro with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods Act 1979.
- (b) Unless otherwise specified, prices include delivery within the U.K to the location agreed with the Customer. on all deliveries of £500 or more by any method of transport at Webro's option. In the case of special requirements outside Webro's normal transport arrangements, Webro reserves the right to charge the full cost of carriage and on deliveries of a value less than £500 carriage will be charged. Normal method of transport indicates by "2-day" carrier.
- (c) Delivery is completed on the completion of unloading of the Goods at the location agreed between the parties.
- (d) If Webro fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Webro shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a force majeure event or the Customer's failure to provide Webro with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- (e) Webro may deliver the Goods by instalments, which shall be invoiced and paid for separately.

Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

- (f) A tolerance percentage shall be agreed with the Customer at the point of contract, and therefore the Customer shall not be entitled to object to or reject Goods within the tolerance by reason of the surplus or shortfall and shall pay for such Goods at the pro rata contract rate.

5. LIABILITY FOR DEFECTS

- (a) The Customer relies on their own skill and judgement as to the suitability of all Goods supplied for any particular purpose or for use under any specific conditions.
- (b) Webro warrants that on delivery and for a period of 12 months from the date of delivery (warranty period), the Goods shall:

- (i) conform in all material respects with their description and any applicable Specification;
- (ii) be free from material defects in design, material and workmanship; and
- (iii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

(c) Subject to condition 6(d), if:

- (i) the Customer gives notice in writing to us during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in condition 6(b);
- (ii) Webro is given a reasonable opportunity of examining such Goods;
- (iii) the Customer (if asked to do so by Webro) returns such Goods to Webro's place of business at the Customer's cost,

Webro shall, at its option, repair or replace the defective Goods.

(d) Webro shall not be liable for the Goods' failure to comply with the warranty set out in condition 6(b) if:

- (i) the Customer makes any further use of such Goods after giving notice in accordance with condition 6(c);
 - (ii) the defect arises because the Customer failed to follow Webro's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - (iii) the defect arises as a result of Webro following any drawing, design or Specification supplied by the Customer;
 - (iv) the Customer alters or repairs such Goods without the written consent of Webro;
 - (v) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (vi) the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- (e) Except as provided in this condition 6, Webro shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in condition 6(a).
- (f) The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

6. RISK IN AND TITLE TO THE GOODS

- (a) The risk in the Goods shall pass to the Customer on completion of delivery.
- (b) Title to the Goods shall not pass to the Customer until Webro has received payment in full (in cash or cleared funds) for:
 - (i) the Goods; and
 - (ii) any other goods or services that the supplier has supplied to the customer.
- (c) Until title to the Goods has passed to the Customer, the Customer shall:
 - (i) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Webro's property;

- (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (iii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (iv) notify Webro immediately if it becomes subject to any of the events listed in condition 7(b); and
 - (v) give Webro such information relating to the Goods as Webro may require from time to time, but, subject to condition 6(d), the Customer may resell or use the goods in the ordinary course of its business.
- (d) If before title to the Goods passes to the Customer, the Customer becomes subject to any of the events listed in condition 7(b), or Webro reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Webro may have, Webro may at any time require the customer to deliver up the goods and, if the customer fails to do so promptly, enter any premises of the customer or of any third party where the goods are stored in order to recover them.

7. PRICES AND PAYMENT

- (a) The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in Webro's published price list in force as at the date of delivery.
- (b) All prices stated exclude value added tax, which will be added at the appropriate rate. The prices of the Goods are subject to variation without notice.
- (c) Webro may invoice the Customer for the Goods on or at any time after the completion of delivery.
- (d) Unless otherwise agreed in writing, the Customer shall pay each invoice submitted by Webro by end of month following the date of invoice in full and cleared funds to a bank account nominated in writing by Webro. Time for payment shall be of the essence to the Contract.
- (e) Interest on late payments will be charged on the amount invoiced at the rate of 8% per annum from the date of the invoice.

8. RETURNS

- (a) Any return of Goods must be agreed by Webro in advance of the return, and shall be returned at the Customer's cost. Where Webro agrees to accept a return where the Customer has ordered incorrect or unwanted Goods, a handling charge may apply which will be stated at the time of the return agreement.
- (b) The Customer shall be responsible for the Specification including measurements submitted for cable to be cut and wound to their own individual requirements. Webro will not accept the return of Goods produced or cut to the Specification.

9. LIMITATION OF LIABILITY

- (a) Nothing in these conditions limits any liability which cannot legally be limited, including liability for:
 - (i) death or personal injury caused by negligence;
 - (ii) fraud or fraudulent misrepresentation;
 - (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

(iv) defective products under the Consumer Protection Act 1987.

(b) Subject to condition 10(a):

(i) Webro shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract; and

(ii) Webro's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

10. TERMINATION

(a) If the Customer becomes subject to any of the events listed in condition 10(b) below, or Webro reasonably believe that the Customer is about to become subject to any of them and notices the Customer accordingly, then, without limiting any other right or remedy available to Webro, Webro may cancel or suspend all further deliveries under the Contract or under any other contract between us without incurring any liability to the Customer, or terminate the Contract with immediate effect by giving written notice to the Customer, and all outstanding sums in respect of Goods delivered to the customer shall become immediately due.

(b) For the purposes of paragraph 10(a) above the relevant events are:

(i) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;

(ii) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

(iii) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(iv) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

(c) On termination of the Contract for any reason the Customer shall immediately pay to Webro all of Webro's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, Webro shall submit an invoice, which shall be payable by the Customer immediately on receipt.

(d) Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

11. FORCE MAJEURE

Webro shall not be liable for delay in performing or failure to perform any of its obligations under the Contract if such delay or failure result from any circumstances outside our control including, but not limited to, industrial action, war,

statutes, rules, regulations, orders or requisitions issued by any government department, or other duly constituted authority or non-availability of raw materials, fuels or energy. In such circumstances, Webro shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, Webro may terminate the Contract by giving 5 days' written notice to the Customer.

12. GENERAL

(a) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without Webro's prior written consent.

(b) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(c) A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(d) A person who is not a party to the Contract shall not have any rights under or in connection with it.

(e) Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by Webro.

(f) The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.