



General Conditions of Sale

General Conditions of sale of Ubbink (U.K.) Limited registered in England and Wales with company number 01168143 whose registered office is at Unit 2, Redbourne Park, Liliput Road, Brackmills Ind Est, Northampton NN4 7DT

1 Applicability

1.1 These conditions apply to all quotations, offers and agreements in which Ubbink (U.K.) Limited (referred to in these conditions as "Ubbink"), acts as a seller of goods or provider of services ("Products" as referred to hereinafter means goods and/ or services).

1.2 These conditions may only be modified by written agreement.

1.3 These conditions apply to any agreement entered into between Ubbink and the other party (referred to in these conditions as the "other party") to the exclusion of any other terms that the other party seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2 Offers

2.1 Subject to express written agreement to the contrary, Ubbink's quotations, unless earlier withdrawn or extended by Ubbink, remain valid for 30 days only.

2.2 The terms of any agreement for the supply of Products supersede anything to the contrary appearing in Ubbink's website, catalogues and other documents, such as prices, dimensions, colours and specifications.

2.3 If the other party does not accept a written quotation from Ubbink by its last date for acceptance, that party must immediately return the written quotation and all copies thereof and connected documents to Ubbink.

2.4 Ubbink has the right to charge the reasonable costs involved in its preparation of a quotation to the other party, provided that Ubbink has informed the other party in writing in advance of its intention to do so.

3 Agreements

3.1 If the other party places a written order pursuant to an unrevoked quotation by Ubbink, the agreement is concluded on these conditions at the moment Ubbink receives that order.

3.2 If a written order from the other party is not preceded by an unrevoked quotation by Ubbink, or if an order is on different terms from any preceding quotation by Ubbink, Ubbink shall be at liberty to accept or to reject that order. If Ubbink accepts that order then (notwithstanding any terms or conditions set out or referred to in such order) an agreement is concluded on these conditions at the earlier moment that either Ubbink sends written order confirmation or, Ubbink starts performance of the agreement.

3.3 Commitments by and arrangements with Ubbink employees who do not possess actual authority to bind Ubbink, are not binding upon Ubbink unless and until and to the extent that they have been confirmed in writing by Ubbink.

3.4 If and in so far as the procedure as referred to in clauses 3.1 and 3.2 takes place through EDI (Electronic Data Interchange) or fax, the EDI and fax messages are considered equivalent to written documents. The other party accepts that Ubbink communicates with the other party and with third parties through digital means.

4 Prices

4.1 Prices are in £ Sterling, exclusive of VAT, exclusive of transaction costs and are based on the delivery conditions set out in clause 5.2.

4.2 If after conclusion of the agreement, but prior to delivery, one or more price-determining factors such as purchase prices, materials or parts prices, wages, levies, taxes and/or rates of exchange increase, Ubbink has the right to increase its prices accordingly.

4.3 Ubbink will notify the other party as soon as possible in writing about any increase in prices as a result of any of the circumstances stated in clause 4.2.

4.4 If a price increase pursuant to clause 4.2 would be more than 10% of the original price, the other party has the right to terminate the agreement in writing in respect of Products due to be delivered more than 7 days after such notice of termination. Termination on the basis of this clause 4.4 does not give either party any right to any compensation for loss or damage.

5 Delivery

5.1 The delivery conditions will be interpreted in accordance with the "Incoterms", edition 2010, published by the International Chamber of Commerce in Paris.

5.2 Delivery is "Ex Works" from Ubbink's company premises, unless otherwise agreed in writing.

5.3 Ubbink will use reasonable endeavours to deliver on agreed dates and/or within agreed delivery periods.

5.4 In no event will agreed delivery dates or periods be considered firm dates and the other party accepts that delivery might be earlier or later than agreed dates or periods.

5.5 If an event or circumstance beyond the reasonable control of Ubbink prevents it from supplying the Products for longer than 3 months after the originally agreed delivery date or period, each party has the right to terminate the agreement in whole or in part by registered letter without either party being liable to the other for any compensation for loss or damage.

5.6 If, for the performance of the agreement, Ubbink requires information and/or documents from the other party and/or third parties, or certain formalities have to be fulfilled, the delivery period only starts from the time that all information and/or documents are in the possession of Ubbink and/or all formalities have been fulfilled.

5.7 Ubbink may deliver the Products in instalments each of which shall be deemed to be the subject of a separate agreement and, unless otherwise agreed in writing, no failure by Ubbink in any one or more instalments shall entitle the other party to repudiate any agreement for Products previously delivered or to refuse to accept any

undelivered Products. If the Products are delivered in instalments, Ubbink has the right to send separate invoices for each instalment.

5.8 If the other party does not take delivery of the Products at the agreed time or such other time as reasonably notified by Ubbink, the other party is in default without further notice being due and the risk regarding the Products passes as of that moment from Ubbink to the other party and Ubbink will store and insure the Products during a reasonable period at the expense and risk of the other party.

5.9 If Ubbink is storing the Products pursuant to clause 5.8 and the parties, acting reasonably, do not agree and effect an alternative delivery date within a reasonable period, the other party shall be deemed in material breach of this agreement.

6 Retention of Title

6.1 Title to the Products is only transferred from Ubbink to the other party after the other party has paid the purchase price and all that the other party owes to Ubbink under any other agreement as well as under any claim for failure in the performance of any such agreement.

6.2 The other party shall not alienate, encumber, or create any rights less than ownership in Products delivered to the other party by Ubbink subject to Ubbink's retention of title, or to dispose of such Products in any other way in violation of Ubbink's retention of title, other than (save where Ubbink has the right to terminate this the agreement under clause 15.1) in the course of regular business resales.

6.3 Until Products in the other party's possession have been resold in the course of the other party's regular business or Ubbink's retention of title has been extinguished in accordance with clause 6.1, the other party shall so far as reasonably practicable keep such Products separate from other products in its possession or control and easily identifiable as Ubbink Products.

6.4 If Ubbink has the right to terminate this agreement under clause 15.1 then, without prejudice to the provisions of clause 15 (Termination), Ubbink has the right to take back all Products under retention of title without further notice of default. The other party will give Ubbink the opportunity to do so and allow Ubbink free access to the site or sites where the Products are located.

7 Missing, Lost or Damaged Products

7.1 If on delivery any Products are missing, lost or damaged Ubbink will at its own expense make good the discrepancy within a reasonable period by, at its option, replacement, repair or allowing credit for the invoice value of such Products.

7.2 Ubbink shall have no liability in respect of any discrepancy unless the other party has given written notice of such discrepancy to Ubbink within the relevant period as follows:

7.2.1 missing Products - within 2 working days of receipt of the Products;

7.2.2 loss of a whole consignment - within 5 days from the date of the invoice;

7.2.3 any damage which could reasonably be detected on inspection - within 2 working days of receipt of the Products; or

7.2.4 any damage which could not reasonably be detected on inspection - immediately upon its becoming apparent and in any event within 14 days from receipt of the Products.

8 Payment

8.1 Payment will take place within 30 days after invoice date.

8.2 In the event described in clause 5.8 (delivery) Ubbink has the right to invoice the other party as from the date of failed delivery and thereafter as Ubbink sees fit.

8.3 Payments made by the other party shall first be set off against costs and interest due, and subsequently against payable invoices that have been outstanding for the longest period, even if the other party states that the payment refers to a more recent invoice.

8.4 The time of payment is of the essence of each agreement and, in addition to any other rights of Ubbink, if the invoice is not paid in full in cleared funds when due (i) interest shall be payable on any overdue amount from the date on which payment was due to that on which it is made (whether after or before judgment) on a daily basis at the rate of 4 per cent over the rate from time to time quoted by Ubbink's bankers, compounded monthly or, if greater, as determined in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and (ii) all other invoices, whether or not due for payment, shall become immediately due and payable.

8.5 The other party shall pay all legal and other costs incurred by Ubbink in recovering any amounts owing from the other party and any Products in which title has been retained by Ubbink and such costs shall be due for payment immediately on invoice.

8.6 Ubbink has the right, in its sole discretion and at the expense of the other party, to require security for the performance of the other party's obligations under the agreement including, but not limited to:

- only to supply Products cash on delivery;

- require full or partial payment in advance;

- demand that the other party has an irrevocable and unconditional bank guarantee issued by a credit institution acceptable to Ubbink;

- set and implement a credit limit for the other party.

8.7 The other party shall pay all amounts due to Ubbink in full without any deduction or withholding and the other party shall not be entitled to assert any credit, set-off or counterclaim against Ubbink in order to justify withholding payment of any such amount in whole or in part.

9 Ubbink Materials

9.1 Quotations, estimates, catalogues, images, drawings, specifications and other documents made available by Ubbink to the other party, as well as all models, moulds, dies, displays, punches, tools and other materials which Ubbink uses for the performance of the agreement, including (subject to clause 6) materials Ubbink



purchases or produces specially for the delivery to the other party ("Ubbink Materials"), will at all times remain Ubbink's property.

9.2 The other party undertakes, for its own account, with regard to Ubbink Materials made available to it as referred to in clause

9.1:

- to mark those recognisably as property of Ubbink;
- to keep them in proper condition;
- to insure them against all risk as long as the other party holds them;
- to return them and/or make them available for collection by Ubbink forthwith upon request.

9.3 Without Ubbink's prior written permission the other party shall not multiply, copy, disclose or make Ubbink Materials available to third parties, or to use them or have them used in any other way for the benefit of third parties or to hand them over to third parties for security or otherwise.

10 Assignment of rights and obligations

The other party shall not assign this agreement or its rights or obligations under it in whole or in part to any third party.

11 Intellectual property

11.1 If the other party has prescribed a certain design, material type or method, the other party shall hold Ubbink harmless from third-party claims in respect of actual or alleged rights to such a design, material type or method and shall fully indemnify Ubbink against all and any loss, damage, costs or expenses incurred by Ubbink directly or indirectly which it might suffer as a consequence.

11.2 Ubbink reserves and/or shall be the first owner of all intellectual and industrial property rights with regard to Products and Ubbink Materials (including, unless otherwise agreed in writing, all designs, semi-finished products, packaging materials, labels, drawings, models, displays, marketing materials, patterns, templates and know-how associated with the same) including if the same have been developed by Ubbink in connection with this agreement whether or not in cooperation with the other party.

11.3 On Ubbink's first request the other party shall without charge render its cooperation in all legal and other acts and formalities required to establish and/or perfect Ubbink's intellectual and industrial property rights referred to in clause 11.2. In addition, on Ubbink's first request the other party shall not itself purport to enforce or defend the rights referred to in clause 11.2 but shall without charge render all cooperation to Ubbink with regard to measures to be taken against third parties for enforcing and defending such rights.

12 Confidentiality

12.1 The other party shall only use for the purposes of this agreement and shall not disclose to any third party technical or commercial know-how, specifications, inventions, processes or corporate information howsoever received from Ubbink save to the extent that such information was provably already known to the other party at the time of its disclosure, was in the public domain at that time or subsequently falls into the public domain through no fault of the other party, or is disclosed to the other party by a third party free to disclose the same without breach of obligation to Ubbink.

12.2 Products and Ubbink Materials created by Ubbink for the purposes of this agreement, including on the basis of joint developments between Ubbink and the other party, shall comprise confidential information belonging to Ubbink and subject to clause 12.1.

13 Warranty, Assembly- and Installation regulations

13.1 If applicable, the other party undertakes when reselling Products also to deliver to its customers any assembly and/or installation instructions that it has received from Ubbink.

13.2 Unless otherwise agreed in writing and subject to clause 13.3, Ubbink as its sole warranty and to the exclusion of all other warranties (save for such warranties, if any, as may not, at law, be excluded) warrants that supplied Products or parts thereof are free from defects directly resulting from material, manufacturing and/or design faults during a period of 24 months only after delivery and the other party acknowledges that Ubbink prices its Products consistently with this limited warranty.

13.3 Where Ubbink has acquired Products from third parties or where such Products have been developed and/or manufactured by third parties Ubbink provides no warranty to the other party save only that it will, if so requested and if the same are assignable, assign to the other party any warranty granted to Ubbink by such third parties.

13.4 Ubbink will only consider a warranty claim if it has been submitted in writing to Ubbink within 14 days after the fault has been discovered or should reasonably have been discovered.

13.5 All warranty claims lapse in case:

- without Ubbink's prior written consent the other party itself has modified or repaired the supplied Products or has had third parties modify or repair them;
- of inexpert use and/or use for other purposes than the original, regular purpose;
- the assembly instructions or user manual have not strictly been observed;
- parts other than original parts supplied by Ubbink have been used in assembly;
- the defect is caused by anything other than material, manufacturing and/or design faults;
- delivery of used (2nd-hand) materials, parts or Products has been agreed;
- the other party is in material breach of its obligations under the agreement;
- the other party has supplied or prescribed designs, materials and methods;
- there has been no, incorrect or insufficient maintenance;
- the defect is the result of regular wear and tear.

13.6 Minor deviations in dimensions, colour, weight or number are no ground for a warranty claim.

13.7 Ubbink is in no event liable for costs of repairs to the supplied Products that the other party has carried out or has had third parties carry out without Ubbink's prior written consent.

13.8 Pursuant to its warranty obligations, Ubbink is exclusively obliged to credit the cost of or at its own cost to repair or replace Products or parts thereof supplied by Ubbink. Ubbink reserves the right to charge the other party for additional expenses, including hotel and travelling expenses, wages and costs of shipment and disassembly and assembly.

13.9 If for the performance of its warranty obligations Ubbink resupplies Products or parts thereof, the replaced Products become the property of Ubbink at the moment of replacement.

13.10 Return shipments are only accepted with the prior written consent of Ubbink, which may be subject to further conditions or requirements. Return shipments take place at the other party's cost and risk.

14 Liability

14.1 Defects in supplied Products are exclusively covered by the warranty as described in clause 13 (Warranty) and the provisions of this clause 14 are without prejudice to those of clause 13.

14.2 Ubbink has no liability under or in connection with this agreement in respect of indirect or consequential loss or damage such as loss of profit, loss of production, business interruption or delay, loss of opportunity, damage to goodwill or otherwise. 14.3 Ubbink's liability under and in connection with this agreement is (subject to clause 14.7) in any event limited to the invoice amount of the agreement in question.

14.4 Without prejudice to Ubbink's liability to the other party direct under the express terms hereof, the other party shall fully indemnify Ubbink against third-party claims for loss or damage in respect of the subject matter of the agreement.

14.5 As soon as possible, the other party will notify Ubbink in writing about any claims for loss or damage as described in this clause.

14.6 Every right of action on the part of the other party towards Ubbink lapses two years after the Products have been supplied or made available to the other party in accordance with the agreement, unless within this period the other party has started legal proceedings against Ubbink.

14.7 Nothing in these conditions shall limit or exclude Ubbink's liability for (i) death or personal injury caused by its negligence, or the negligence of its employees (ii) fraud or fraudulent misrepresentation or (iii) any matter in respect of which it would be unlawful for Ubbink to exclude or restrict liability.

15 Termination

15.1 If the other party fails to make any payment when and as due or otherwise defaults in any of its obligations under the agreement or any other agreement with Ubbink, is unable to pay its debts in the ordinary course of its business, has a receiver, manager, administrator, administrative receiver or trustee in bankruptcy (as the case may be) appointed for all or any part of its undertaking, assets or income, has a resolution passed or a petition presented to any court for its winding up (compulsorily or voluntarily), enters into any composition or arrangement with its creditors (whether formal or informal), has any distraint or execution levied on any of its assets, suffers any action similar to any of the foregoing in any jurisdiction or ceases to trade or Ubbink bona fide believes that any of the foregoing matters may occur, then, in any such event, Ubbink shall, without prejudice to any other remedy, be entitled, at its discretion, without liability to the other party, by giving the other party written notice at any time or times, to suspend its performance of or (whether or not such performance has previously been suspended) terminate such agreement in each case in whole or in part.

15.2 If circumstances occur with regard to people and/or material used or normally used by Ubbink for the performance of the agreement that are of such nature that performance of the agreement becomes impossible or to such an extent inconvenient and/or disproportionately expensive that performance of the agreement can no longer reasonably be demanded, Ubbink has the right to terminate the agreement.

16 Applicable law, disputes

16.1 This agreement is governed exclusively by the laws of England and Wales.

16.2 All disputes (including those only considered as such by one of the parties) that may arise between parties from this agreement will be exclusively and finally settled by the Courts of England and Wales.

17 General

17.1 Ubbink reserves the right to alter or withdraw Products or to amend specifications of Products at any time without notice and to deliver Products conforming to the altered specification in fulfilment of any agreement.

17.2 The other party authorises Ubbink to (i) carry out checks (including relating to directors and other individuals) with credit reference agencies who may keep a record of that search and (ii) make available to such agencies information relating to the conduct of the customer's account and the other party acknowledges that the agencies may share the information supplied to them with other businesses in assessing applications for credit and/or fraud prevention.



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

17.4 No failure or delay in exercising any right or remedy under the agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. 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.

17.5 The agreement constitutes the entire agreement between Ubbink and the other party in respect of its subject matter and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings, whether oral or written, relating to the Products and each party acknowledges that in entering into the agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently but excluding those made fraudulently) that is not set out in the agreement.