

General Terms and Conditions for Deliveries and Services

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The Customer's attention is particularly drawn to the provisions of clause 9 (Limitation of liability).

1. Interpretation

- 1.1 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2 A reference to writing or written includes email.

2. Basis of contract

- 2.1 This Contract is between Mauser UK Limited ("**Mauser**") and you (the "**Customer**").
- 2.2 In this Contract "**Goods**" means the goods described in the Quote (as described below).
- 2.3 The "**Order**" is the Customer's order for the supply of Goods, as set out in the Customer's purchase order form or the Customer's written acceptance of the Mauser's quotation ("**Quote**").
- 2.4 The "**Contract**" is the contract between Mauser and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
- 2.5 The 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 Goods Specification (as defined below) are complete and accurate.
- 2.6 The Order shall only be deemed to be accepted when Mauser issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.8 These conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.9 Any quotation given by Mauser will be valid for the length of time specified in the quotation. If there is no time period specified in the quotation, or if that time period has expired, the quotation may be changed by Mauser at any time by providing you written notice.

3. Goods

- 3.1 The Goods are described in the Quote (the "Goods Description").
- 3.2 Mauser reserves the right to amend the Goods Description, and Mauser shall notify the Customer in any such event.

4. Delivery or Collection of Goods

- 4.1 The Order will specify whether the Goods will be delivered or whether the Customer will collect or arrange collection of the Goods.
- 4.2 Where the Mauser is delivering the Goods:

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- 4.2.1 Mauser shall ensure that each delivery of the Goods is accompanied by a loading note which shows the date of the Order, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
- 4.2.2 Mauser shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("Delivery Location") at any time after Mauser notifies the Customer that the Goods are ready;
- 4.2.3 delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location;
- 4.2.4 any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Mauser 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 Mauser with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods;
- 4.2.5 subject to Clause 9 (Liability) if Mauser 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. Mauser 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 Mauser with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods; and
- 4.2.6 Mauser may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.3 If the Customer fails to take or facilitate the delivery of the Goods in accordance with Clause 4.2, except where such failure or delay is caused by a Force Majeure Event or Mauser's failure to comply with its obligations under the Contract in respect of the Goods:
 - 4.3.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the day after the day on which Mauser attempted to deliver the Goods in accordance with Clause 4.2; and
 - 4.3.2 Subject to Clause 4.6, Mauser shall store the Goods until delivery actually takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.4 Where the Order specifies that the Customer will collect the Goods, the Customer shall collect the Goods from Mauser's premises at Unit 3 Greenvale Business Park, Todmorden Rd, Littleborough OL15 9AZ or such other location as may be agreed with the Customer before delivery within three Business Days of Mauser notifying the Customer that the Goods are ready, or as otherwise agreed with the Customer.
- 4.5 If the Customer fails to collect the Goods in accordance with Clause 4.4, then, except where such failure or delay is caused by a Force Majeure Event or Mauser's failure to comply with its obligations under the Contract in respect of the Goods:
 - 4.5.1 Collection of the Goods shall be deemed to have been completed at on the day after the day on which the Customer was due to collect the Goods in accordance with Clause 4.4; and
 - 4.5.2 Subject to Clause 4.6, Mauser shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.6 If ten days after the day on which Mauser notified the Customer that the Goods were ready for delivery or collection the Customer has not taken or facilitated actual delivery of the Goods, or taken collection of the Goods (as applicable), Mauser may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.

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- 4.7 If Mauser delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, Mauser shall make a pro rata adjustment to the invoice for the Goods.

5. Quality of Goods

- 5.1 Mauser warrants that on delivery the Goods shall:
- 5.1.1 conform in all material respects with the goods specification set out in the Quote (the "Goods Specification"); and
- 5.1.2 be free from material defects in design, material and workmanship.
- 5.2 If the Goods do not comply with the warranty set out in clause 5.1, the Customer will notify Mauser:
- 5.2.1 within 2 weeks of delivery if such non-compliance was apparent on delivery or collection, or would have been had the Customer inspected the Goods;
- 5.2.2 without undue delay, and in any event within 12 months from delivery or collection, if such non-compliance does not fall within clause 5.2.1.
- 5.3 Where the Customer gives notice to Mauser under clause 5.2, and subject to clause 5.4, if:
- 5.3.1 Mauser is given a reasonable opportunity of examining such Goods; and
- 5.3.2 the Customer (if asked to do so by Mauser) returns such Goods to Mauser's place of business at Mauser's reasonable cost,

Mauser shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

- 5.4 Mauser shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:
- 5.4.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- 5.4.2 the defect arises because the Customer failed to follow Mauser's oral or written instructions as to the storage or use of the Goods or (if there are none) good trade practice regarding the same;
- 5.4.3 the Customer alters or repairs such Goods without the written consent of Mauser; or
- 5.4.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 5.5 Except as provided in this clause 5, Mauser shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.6 These conditions shall apply to any repaired or replacement Goods supplied by Mauser.

6. Title and risk

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery in accordance with Clause 4.2.3, or where the Customer collects the Goods, on collection in accordance with Clause 4.4.

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- 6.2 Title to the Goods shall not pass to the Customer until the earlier of:
- 6.2.1 when Mauser receives payment in full (in cleared funds) for the Goods and any other goods that Mauser has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and
 - 6.2.2 the Customer resells the Goods or uses the Goods to package items, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Mauser's property;
 - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Mauser's behalf from the date of delivery;
 - 6.3.4 notify Mauser immediately if it becomes subject to any of the events listed in clause 10.1.3 to clause 10.1.5; and
 - 6.3.5 give Mauser such information as Mauser may reasonably require from time to time relating to:
 - (a) the Goods; and
 - (b) the ongoing financial position of the Customer.
- 6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Mauser receives payment for the Goods. However, if the Customer resells the Goods or uses the Goods to package items, before that time:
- 6.4.1 it does so as principal and not as Mauser's agent; and
 - 6.4.2 title to the Goods shall pass from Mauser to the Customer immediately before the time at which resale or use by the Customer occurs.
- 6.5 At any time before title to the Goods passes to the Customer, Mauser may:
- 6.5.1 by notice in writing, terminate the Customer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and
 - 6.5.2 require the Customer to deliver up all Goods in its possession that have not been resold or used to package items and which cannot be reused, 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. Charges and payment

- 7.1 The price for Goods:
- 7.1.1 shall be the price set out in the Quote;

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- 7.1.2 shall be in pounds sterling; and
- 7.1.3 shall be exclusive of all costs and charges of packaging, insurance, and if the Goods are being delivered, the transport of the Goods, which shall be invoiced to the Customer.
- 7.2 Mauser may increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Mauser that is due to:
- (a) any factor beyond the control of Mauser (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - (c) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Mauser adequate or accurate information or instructions in respect of the Goods.
- 7.3 In respect of Goods, Mauser shall invoice the Customer:
- (a) if the Goods are being delivered, on or at any time after the day on which the Goods have been dispatched; or
 - (b) if the Goods are being collected by the Customer, on or after the day on which Mauser has notified the Customer that the Goods are available for collection in accordance with Clause 4.4.
- 7.4 The Customer shall pay each invoice submitted by Mauser:
- 7.4.1 within 30 days of the date of the invoice;
 - 7.4.2 in full and in cleared funds to a bank account nominated in writing by Mauser; and
 - 7.4.3 time for payment shall be of the essence.
- 7.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Mauser to the Customer, the Customer shall, on receipt of a valid VAT invoice from Mauser, pay to Mauser such additional amounts in respect of VAT as are chargeable on the supply of the Goods at the same time as payment is due for the supply of the Goods.
- 7.6 If the Customer fails to make a payment due to Mauser under the Contract by the due date, then, without limiting Mauser's remedies under the Contract, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 7.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Confidentiality

- 8.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party.

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- 8.2 Each party may disclose the other party's confidential information:
- 8.2.1 to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 8; and
 - 8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
 - 8.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 9. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 9.1 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
 - 9.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
 - 9.2.1 death or personal injury caused by negligence;
 - 9.2.2 fraud or fraudulent misrepresentation;
 - 9.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - 9.2.4 defective products under the Consumer Protection Act 1987.
 - 9.3 Subject to clause 9.2 (No limit) and clause 9.4 (Indirect losses), Mauser' total liability to the Customer under each Order shall not exceed an amount equal to the Charges under that Order.
 - 9.4 Subject to clause 9.2 (No limit), neither party will be liable to the other for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, and any indirect or consequential loss.
 - 9.5 This clause 9 shall survive termination of the Contract.
- 10. Termination**
- 10.1 Without affecting any other right or remedy available to it, Mauser may terminate the Contract with immediate effect by giving written notice to the Customer if:
 - 10.1.1 the Customer commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
 - 10.1.2 the Customer fails to pay any amount due under the Contract on the due date for payment;
 - 10.1.3 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

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- 10.1.4 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 10.1.5 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.
- 10.2 Without affecting any other right or remedy available to it, Mauser may suspend all further deliveries of Goods under the Contract or any other contract between the Customer and Mauser if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 10.1.3 to clause 10.1.5, or Mauser reasonably believes that the Customer is about to become subject to any of them.
- 10.3 Once the Customer has placed an Order, the Customer will have no right to terminate that Order.

11. Consequences of termination

- 11.1 On termination of the Contract the Customer shall immediately pay to Mauser all of Mauser's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, Mauser shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 11.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 11.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

12. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control and which it could not have foreseen (a "**Force Majeure Event**"). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

13. Notices

- 13.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 13.2 Any notice shall be deemed to have been received:
 - 13.3 if delivered by hand, at the time the notice is left at the proper address; or
 - 13.4 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day (being any day other than a Saturday or a Sunday) after posting.
- 13.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

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14. General

- 14.1 **Assignment.** Mauser may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 14.2 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 14.2 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 14.3 **Waiver.** 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 prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.4 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 14.5 **Entire Agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.
- 14.6 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 14.7 **Variation.** Except as set out in these conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 14.8 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 14.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.