

August 2023

Terms and Conditions – Procurement

Standard Conditions of Purchase

In these conditions "the Buyer" means Scintacor Limited, "The Seller" means the person, firm or company selling the Goods. "The Goods" means the goods or materials or service which shall be the subject of the contract between the Seller and the Buyer. "The Price" means the price specified in the Seller's Quotation, Acknowledgement or otherwise communicated to the Buyer and agreed.

1. Acceptance of Order.

All orders are accepted by the Buyer subject to these Conditions of Purchase unless otherwise varied by agreement in writing. Contracts for delivery by instalments shall be deemed to be indivisible.

2. The Price.

- (i) Once an order is accepted the Seller may not at any time increase the price of the Goods.
- (ii) Unless otherwise stated prior to acceptance: the price of the Goods shall include the Seller's costs of standard packaging, normal insurances, and delivery of the goods to any one address as specified in writing by the Buyer to and agreed by the Seller. Duties, VAT, and other taxes are not included.
- (iii) Containers and/or packages are not returnable unless so stated in the Seller's Quotation, Acknowledgement, or other documentation.

3. Payment.

- (i) Unless otherwise stated on the Seller's invoice or otherwise agreed in writing, payment for the Goods shall be a minimum of 30 days from the end of month of delivery, free of all bank charges. The Seller may not at any time on or after acceptance by notice in writing to the Buyer vary the terms of payment.
- (ii) Late payment will not attract any additional interest charges or late fees.

4. Delivery.

Unless otherwise agreed in writing between the Seller and the Buyer, the following provisions shall apply:

- (i) Delivery of Goods is considered to have taken place when the Goods have been delivered to the address specified on the Seller's Quotation, Acknowledgement, or other documentation.
- (ii) The delivery date or dates specified on the Seller's acceptance of the order must be adhered to unless prior agreement in writing of no less than 10 working days prior. The Seller shall be liable for failure to deliver by such date or dates or for any damage or loss arising directly or indirectly out of delay in delivery; the Buyer shall be entitled to refuse to accept the goods because of late delivery.
- (iii) The risk of any loss or damage to or deterioration of the goods shall be borne by the Seller from the time of dispatch from the Seller.

5. Divisibility.

(i) The Company reserves the right to make deliveries/and or services by instalments and to render a separate invoice in respect of each such instalment provided it is agreed in writing no less than 10 days prior to delivery.

(ii) If the Company exercises its right to make deliveries/and or services in accordance with 5 (i) above, then any delay in the provision of such deliveries/and or services, or failure to deliver any further instalment or instalments, shall not entitle the Buyer to reject the Contract or the delivery/service of any other instalment or to withhold payment in respect of any instalment previously delivered/served.

6. Property.

Notwithstanding delivery and the passing of risk and solely for the purposes of securing payment of all monies due or to become due to the Seller by the Buyer on any account in the event of the Buyer entering into liquidation or having a winding-up order made against it or a receiver or receiver and manager being appointed of its assets or income or any part thereof or in the event of the Buyer being an individual or individuals he or either of them committing any act of bankruptcy or having any bankruptcy petition presented against him or either of them:

(i) The goods shall remain the property of the Seller until the Buyer has made payment in full to the Seller for the Goods and all other sums due to the Seller at the date of delivery of the Goods.

(ii) Where full payment has not been made to the Seller and the Buyer uses the Goods in his manufacturing process or incorporates the Goods with other products the property in the goods shall be retained by the seller in so far as such Goods are identifiable.

(iii) Until such payment is made, the Buyer shall hold the Goods and materials the property in which is vested in the seller on fiduciary basis only and in any of the events specified above the Buyer shall store such Goods and materials so as to be clearly identifiable as the property of the Seller.

7. Lien.

The Seller shall in respect of all unpaid debts due from the Buyer under the same or any other contracts have a general lien on all Goods and property of the Buyer in its possession (although such Goods or some of them may have been paid for) and shall after the expiration of 30 days written notice to the Buyer be entitled to dispose of such Goods and property as it deems fit and apply the proceeds towards such debts.

8. Shortages and Damages and/or loss in Transit.

Unless otherwise agreed in writing between the Buyer and Seller, the Seller may not under or over deliver against any order.

(i) The Buyer shall inspect the Goods immediately upon delivery and shall within seven working days of such delivery (time being of the essence) give notice in writing to the Seller and the carrier of all claims on account of damage to or total or partial loss of goods in transit. Quality claims must be made in writing no later than thirty days after the Buyer learns of the defect.

(ii) If the Seller fails to make delivery or makes defective delivery of any one instalment such failure or defective delivery shall not invalidate the contracts as regards other instalments.

(iii) The right of the Buyer to set off the value of any shortage, defective goods or Goods not otherwise conforming to contract shall be restricted to the invoice of the Goods in question and shall not apply to previous or future accounts.

9. Acceptance of Products.

If the Buyer claims that the Products do not conform to the agreed technical specification, it must, at the Seller's option, either return any defective part(s) to Seller for inspection with freight or other transportation costs prepaid or allow the Seller's personnel to inspect the Products at the site of their installation or use. If the return of the material for testing or inspection is deemed necessary, a Return Material Authorization (RMA) will need to be issued by the Seller prior to Products being returned. Return of Products under the RMA procedure does not mean the Seller accepts any liability.

The Buyer must report any non-conformity within 30 days of the product reception. The product will be deemed accepted passed the 30 days inspection window and no claim will be accepted by the seller.

10. Warranty and Limitation of Liability.

The Seller warrants that the Goods are produced within the accepted tolerance levels in accordance with the standard specifications stated in the Seller's official literature on the Goods current at the relevant time. Save as aforesaid, all other conditions, guarantees, or warranties whether express or implied by statute, common law or otherwise including (but without prejudice to the generality of the foregoing) conditions, guarantees or warranties as to quality fitness for purpose or description of the goods or their life or wear or use under any conditions whether known or made known to the Seller or not are hereby excluded. The Seller's liability for any and all direct loss or damage resulting to the Buyer from defects in the Goods or any other cause shall be limited to the purchase price of the quantity of the Goods in respect of or in relation to which such loss or damage is claimed. Subject as aforesaid the Seller shall be under no liability in contract or in tort for any loss or damage or personal injury arising directly or indirectly out of the supply or use of the Goods or containers other than death or personal injury resulting from the negligence of the Seller within the meaning of Section 1 of the Unfair Contract Terms Act 1977.

11. Force Majeure.

Deliveries may be partially or totally suspended by either party during any period in which it is prevented from manufacturing, delivering, or taking delivery of the Goods through any circumstances outside its control. If, because of such circumstances, the Seller is unable to supply to total requirement of the Goods, with written notification by the Supplier and acknowledgement from the buyer, the Seller may allocate its available supply (after satisfaction of its own requirements) among all of its customers, including those not under contract, as the Seller thinks fit. Deliveries so suspended shall be cancelled without liability, but the contract between the parties shall otherwise remain unaffected.

12. Indemnity.

The Seller shall indemnify the Buyer in respect of all damage or injury occurring to any person, firm, company or property and against all actions, suits, claims and demands, charges or expenses in connection therewith for which the Buyer may become liable in respect of the Goods sold under the contract in the event that the damage or injury shall have been occasioned otherwise than by the negligence of the buyer.

13. Default.

The Buyer reserves the right (without prejudice to its other rights and remedies) to either terminate the contract between the parties or to suspend further deliveries in the event that the Seller fails to deliver as contracted or the Seller's financial stability becomes unsatisfactory to the Buyer or if the Seller, being a company, goes into liquidation or has a receiver appointed or not being a company has a receiving order made against him or enters into any arrangement or composition with creditors.

14. Cancellation.

Once the Seller has accepted an order, it constitutes a legally binding offer made by the Seller to supply the item(s) ordered. This offer may be considered irrevocable, and no change or cancellation of the order may be accepted. At the Seller's sole discretion some written requests for cancellation may be accepted. Orders for standard products may be cancelled by the Buyer no later than three weeks prior to shipment. Any non-standard product(s) (products made specifically for a particular buyer and which therefore could not be sold to someone else) may not be cancelled upon the earliest to occur of, commencement of production, or 3 weeks prior to shipment. Cancellation is only accepted when acknowledged in writing by the Seller to the Buyer.

15. Duty.

All import duties, VAT and other import costs will be for the Buyer's account unless otherwise agreed in writing.

16. Patents and Trademarks.

No representation, warranty or indemnity is given by the Buyer that the Goods do not infringe any letters patent, trademarks, registered designs, or other industrial rights.

17. Assignability.

The contract of which these Conditions form part is personal to the Seller who shall not assign the benefit thereof without the Buyer's written consent.

18. Proper Law.

These Conditions and the Contract between the parties shall be construed and applied in accordance with the law of England and the English Courts shall have sole jurisdiction in any dispute relating thereto.