

## GENERAL TERMS AND CONDITIONS

### The Buyer's attention is drawn in particular to the provisions of Section 14

- 1. Sale of Products/Scope.** Any contract for the sale of products and/or services (collectively, "Products") by such of TriMas Corporation, its subsidiaries or any entity controlling, controlled by, or under common control with it as is specified on the relevant quotation or purchase order ("Seller") to the buyer identified on the relevant quotation or purchase order ("Buyer") shall incorporate these general terms and conditions (the "Terms") and all of these Terms shall apply to the supply of both products and services except where application to one or the other is specified and these Terms are deemed to be incorporated into all of those documents so referenced. These Terms apply to the contract for the sale of Products between Seller and Buyer (the "Contract") to the exclusion of any other terms that Buyer may seek to impose or incorporate including Buyer's general terms of purchase as well as any documents, quotations, or any other agreements, whether in writing or oral, issued previously, now or in the future by Buyer in relation to the Products, unless specifically agreed upon in writing by Seller. No course of dealing or usage of trade is applicable unless expressly incorporated in the Terms. Any clerical error may be corrected by Seller. Buyer's written acknowledgment, issuance of purchase order, acceptance of a quotation or the delivery of Products or payment for the Products, whichever occurs first, is acceptance of these Terms. Any proposal for additional or different terms or any attempt by Buyer to vary in any degree any of the Terms is expressly rejected by the Seller. All such proposals are considered a material alteration of the Terms, and the additional and different terms will not become a part of the Contract between the parties. Seller's representatives and agents (other than directors) do not have authority to agree any terms or make any representation which is inconsistent with these Terms or, to enter into any contract except on the basis of them. Any oral order by Buyer must be confirmed by Buyer in writing within 10 days in order to constitute a valid order unless Seller otherwise accepts such oral order and fulfils it by total or partial performance.
- 2. Price/Payment.** (a) The purchase price for the Products will be the price for the Products set out in the quotation for the supply of Products provided that Seller may, by giving notice to Buyer at any time up to 2 Business Days (being a day other than a Saturday, Sunday or public holiday when banks in London are open for business) before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to (i) any factor beyond Seller's control (including foreign exchange fluctuations, increases in taxes and duties and increases in labour, materials and other manufacturing costs); (ii) any request by Buyer to change the delivery date(s), quantities or types of Products ordered, or the specification; or (iii) any delay caused by any instructions of Buyer or failure of Buyer to give Seller adequate and accurate information or instructions or any deferral or suspension of an order by Buyer. (b) Prices contained in Seller issued quotations or proposals expire 30 days from the date of quotation and are subject to change or termination by notice during this period. All quotations are provisional and are subject to confirmation upon receipt of order. (c) Buyer shall pay for all taxes, excises or other charges (except taxes on or measured by net income) that Seller may be required to pay to any government (foreign, national, state or local) with respect to the production, sale

or transportation of any Products, except where the law expressly provides otherwise. Where Buyer purchases Products from Rieke Packaging Systems Limited ("Rieke") and requests that euro pallets are used, Buyer shall pay for such pallets. For the avoidance of doubt, the price of the Products is exclusive of amounts in respect of value added tax (VAT) and Buyer shall, on receipt of a valid VAT invoice from Seller, pay to Seller such additional amounts in respect of VAT as are chargeable on the supply of the Products. (d) Unless otherwise agreed to in writing by Seller, Buyer will pay all freight, storage, handling, packaging, insurance or similar charges. (e) Seller may require Buyer to pay a deposit or provide an irrevocable letter of credit in favour of Seller in an amount determined by Seller and from a bank approved by Seller payable on presentation of commercial invoice or to make payment for Products in advance. (f) Seller shall invoice Buyer on or at any time after completion of delivery except where Rieke is the Seller in which case, Rieke shall invoice Buyer on the date of despatch of the Products. Unless otherwise noted on the face of the invoice, invoices are payable in GBP £ sterling within 30 days from date of invoice, subject to credit approval. All amounts due to Seller may be accelerated immediately upon Buyer's failure to pay invoices as required and shipments of further Products may be suspended or cancelled. Time for payment shall be of the essence of the Contract. Buyer agrees to indemnify and hold harmless Seller from any and all legal fees and costs which may be incurred by Seller to collect any overdue balances. (g) All amounts due under the Contract shall be paid in full without any deduction or withholding (other than any deduction or withholding of tax as required by law). Neither party shall be entitled to assert any credit, set-off or counterclaim against the other in relation to the payment of the whole or part of any such amount. (h) Seller may change payment terms by giving notice to Buyer at any time, in its sole discretion.

3. **Capacity.** Seller may provide Buyer with estimates or forecasts of its capacity for the manufacture or delivery of Products. Buyer acknowledges that any estimates or forecasts are provided for estimation of output only and, like any other forward looking projections, are based on a number of economic and business factors, variables and assumptions, some or all of which may change over time. Seller makes no representation, warranty, guaranty or commitment, express or implied, regarding any estimates or forecasts provided to Buyer, including the accuracy or completeness of the estimates or forecasts.
4. **Allocation and Quantity Variation.** In no event shall Seller be required to sell a greater number of Products than it shall have available or allocated for such purposes. If Seller is unable to supply the total demands for any of the Products, Seller shall have the right to allocate its available supply among its customers in such manner as Seller shall deem to be fair and equitable and Buyer will not be entitled to reject the Products if Seller delivers up to and including 5% less than the quantity of Products ordered but a pro rata adjustment shall be made to the order invoice on receipt of notice from Buyer that the wrong amount of Products was delivered. In no event shall Seller be obligated to purchase Products from others in order to enable it to deliver Products to Buyer. Seller may supply up to 10% more or less than the exact quantity of Products ordered and Buyer shall accept and pay the quoted price for the actual quantity delivered by Seller.

5. **Technical Information.** (a) All specifications, drawings, schematics, tests, designs, inventions, engineering notices, financial information (including pricing information), technical data, samples, prototypes, models and/or equipment (“Technical Information”) supplied by Seller, directly or indirectly, to Buyer will remain Seller’s property. (b) Buyer shall keep all copies of the Technical Information in safe custody until returned to Seller and shall not reproduce, use or disclose any Technical Information other than in accordance with Seller’s written instructions or as reasonably necessary to allow the Buyer to use or re-sell the Products in Buyer’s ordinary course of business. (c) Buyer will keep confidential all Technical Information and any other confidential information (written or oral) concerning Seller’s business or affairs (together “Confidential Information”). Buyer shall restrict disclosure of Confidential Information to such of its employees having a need to know and bound by obligations of confidentiality corresponding to those which bind the Buyer in this Section 5.
6. **Intellectual Property Rights.** (a) Buyer acknowledges that Seller owns all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in know-how (being formulae, methods, plans, inventions, discoveries, improvements, processes, performance methodologies, techniques, specifications, technical information, tests, results, reports, component lists, manuals and instructions, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions (“Intellectual Property Rights”) relating, directly or indirectly, to the Products. (b) No right or licence is granted to Buyer in respect of the Intellectual Property Rights of Seller, except the right to use, or re-sell the goods or use the services in Buyer’s ordinary course of business. (c) Buyer will not without Seller’s prior consent allow any trade marks of Seller or other words or marks applied to the goods to be obliterated, obscured or omitted nor add any additional marks or words.
7. **Supply of Services.** (a) Seller shall provide the services (including the deliverables set out on the relevant Buyer’s order for the supply of Services (the “Deliverables”)) specified in the service specification on the relevant Buyer’s Order (the “Services”) to Buyer in accordance with the service specification in all material respects. (b) Seller shall use all reasonable endeavours to meet any performance dates for the Services specified in the relevant Buyer’s Order but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. (c) Seller shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety regulation, or which do not materially affect the nature or quality of the Services, and Seller shall notify Buyer in any such event. (d) Seller warrants to Buyer that the Services will be provided using reasonable care and skill. (e) Buyer shall co-operate with Seller in all matters relating to the Services and shall provide Seller, its employees, agents, consultants and sub-contractors with

access to Buyer's premises, office accommodation and other facilities as reasonably required by Seller to provide the Services. (f) Buyer shall provide Seller with such information and materials as Seller may reasonably require to supply the Services and ensure that such information is accurate in all material respects and shall obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start. (g) If Seller's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by Buyer or failure by Buyer to perform any relevant obligation (the "Buyer Default") Seller shall without limiting its other rights and remedies be entitled to suspend performance of the Services until Buyer remedies the Buyer Default and to rely on the Buyer Default to release it from the performance of any of its obligations. Seller shall not be liable for any costs or losses sustained or incurred by Buyer arising directly or indirectly from Seller's failure or delay in performing any of its obligations as a consequence of the Buyer Default and Buyer shall reimburse Seller on written demand for any costs or losses sustained or incurred by Seller arising directly or indirectly from the Buyer Default.

8. **Changes to Products.** At its sole discretion, Seller may make changes to the Products in accordance with Buyer's instructions or requirements or as Seller deems necessary, including changes to the design, colour, performance, dimensions and compositions of the Products.
9. **Packaging and Delivery.** (a) Unless otherwise agreed with Seller, Buyer must not alter or distort, in part or in full, the packaging, markings, numbers, or consistency of the Products as they exist at the time of delivery, or sell the Products in other than their original, unaltered packaging or use those which may have been altered or distorted in any way. Where it is necessary for Buyer to supply any containers, packaging, labels, identifications or particulars of the Products to enable Seller to effect delivery of the Products, such containers, packaging, labels, identifications or particulars must be furnished or acts performed in a reasonable time to enable Seller to deliver the Products within the time for delivery b) Without prejudice to the above, Buyer is responsible for ensuring that the Products comply with the rules and standards governing the labelling and marking of products in force in the country of import. (c) All export and import permits and licenses and the payment of all export and import duties and customs fees will be the responsibility of Seller, if Seller is delivering the Products within the United States. All export and import duties, fees, permits, licenses, etc. for Products delivered outside of the United States will be the responsibility of Buyer. (d) Products will be delivered EXW Seller's facility and delivery will be completed when Seller notifies Buyer that the Products are ready and places the Products at the disposal of Buyer unless otherwise noted in the purchase order and confirmed in the acknowledgement of order. (e) Seller may elect to deliver the Products in instalments. Each instalment will be considered a separate sale and Buyer will pay for each instalment in accordance with these Terms. Any delay in delivery or defect in an instalment will not entitle Buyer to cancel any other instalment. Any Products considered "back-ordered" will be considered an instalment. (f) Seller will attempt to fill and deliver all orders to Buyer at the requested time of delivery, subject to Seller's present engineering and manufacturing capacity and scheduling. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The time stated

for despatch dates is from receipt of complete instructions, approval of drawings and/or samples etc (each where relevant) from Buyer and not from the date of receipt of an order from Buyer. Seller shall not be liable for any delay in delivery of the Products that is caused by a Force Majeure event or Buyer's failure to provide Seller with any instructions that are relevant to the supply or delivery of the Products. (g) If Seller fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Products. Seller shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure event or Buyer's failure to provide Seller with any instructions that are relevant to the supply or delivery of the Products. (h) If Buyer fails to collect the Products after the Seller notifies it that the Products are ready and places the Products at Buyer's disposal, then, except where such failure or delay is caused by a Force Majeure event or Seller's failure to comply with its obligations under the Contract Seller shall store the Products until Buyer does so collect them, and charge Buyer for all related costs and expenses (including insurance). (i) If 10 Business Days after the day on which Seller notified Buyer that the Products were ready for delivery and placed them at Buyer's disposal Buyer has not collected them, Seller may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, account to Buyer for any excess over the price of the Products or charge Buyer for any shortfall below the price of the Products.

10. **Risk and Title** (a) Title and the risk in the Products will pass to Buyer on completion of delivery in accordance with the provisions of Section 9.
11. **Acceptance of Drawings and Specifications.** (a) All descriptive and forward specifications, drawings and other particulars submitted with any tender by Seller are approximate only and the descriptions and illustrations contained in Seller's catalogue, price list and other advertising matter are intended merely to present a general idea of the goods described therein and none of these shall form part of the Contract. (b) All drawings, specifications, technical documentation, samples and prototypes are approved and/or accepted by Buyer if Buyer does not provide Seller a written objection and/or rejection within 10 days of receipt or other reasonable time established in writing by Seller. Failure to provide written objection and/or rejection will constitute an irrevocable acceptance by Buyer of such drawings, specifications, technical documentation, samples and prototypes and irrevocable confirmation that the Products manufactured in conformity with such drawings, specifications, technical documentation, samples and prototypes (or differing only within normal industrial limits) will comply with the specification for the Products agreed in writing between the parties and will meet the requirements of quality specified in Section 13 except in respect of defects which are not capable of being revealed on reasonable inspection by Buyer. Any written objection and/or rejection must state with specificity all defects. (c) Where Products are supplied, Seller will, upon receipt of a written request from Buyer, supply instructions for the assembly of such Products. Seller shall have no liability for any failure by Buyer to assemble goods properly if Buyer has failed to request assembly instructions or, if having been supplied with such instructions, has failed to assemble the Products strictly in accordance with those instructions.

12. **Responsibility for Safety/Compliance.** It is Buyer's or other user's responsibility to provide all proper devices, tools, training, and means that may be necessary to protect effectively all personnel from serious bodily injury that otherwise may result from the method of particular installation, use, operation, setup, or service of the Products. BUYER (OR USER) MUST INSTALL AND USE THE PRODUCTS IN A SAFE AND LAWFUL MANNER IN COMPLIANCE WITH APPLICABLE HEALTH, SAFETY AND ENVIRONMENTAL REGULATIONS AND LAWS AND GENERAL INDUSTRY STANDARDS OF REASONABLE CARE. Buyer will not engage in any transaction with respect to the Products, by way of resale, lease, shipment, use, or otherwise, which violates any federal, state or local law or regulation or regulations from the country in which the Products are imported.

13. **Seller's Warranties.** (a) Subject to the limitations in these Terms, Seller warrants to Buyer only, and not Buyer's customers or any other third parties, that on delivery and for a period of 60 days from the date of delivery ("Warranty Period") the Products 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; (iii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and (iv) be fit for any purpose held out by Seller (the "Warranty"). (b) The Warranty (and (where applicable) the warranty under Section 7(d)) is valid only if (i) Buyer notifies Seller in writing within 30 days from discovery of any alleged nonconformity; (ii) Seller is given a reasonable opportunity to examine such goods and Buyer, if requested to do so by Seller, returns the Products to Seller's place of business at Seller's cost for inspection and testing; (iii) Seller's inspection discloses to its satisfaction that any alleged non-conformance is material and has not been caused by misuse, neglect, wear and tear, improper installation, unsuitable storage, repair, alteration, wilful damage or accident; (iv) the Products were installed, maintained and used in accordance with Seller's instructions or (if there are none) good trade practice regarding the same; (v) Buyer has not made further use of such Products after giving notice in accordance with (i) above; (vi) the defect did not arise as a result of Seller following any drawing, design or specification supplied by Buyer or using materials or components supplied by Buyer or its officers or from sources dictated by Buyer and (vii) the Products do not differ from their description or the specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements. (c) Except as provided in this Section, Seller shall have no liability to Buyer in respect of the Products' failure to comply with the Warranty and breach of the warranty under Section 7(d)). (d) Except as set out in these Terms, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms and the Contract. (e) Subject to (b) above Seller shall at its option repair or replace the defective Products or, in the case of Services, re-perform such Services or, refund the price of the Products in full. (f) These Terms shall apply to any repaired or replacement Products supplied by Seller. (g) This Section shall survive termination of the Contract. Factored products not manufactured at the Seller's premises are not covered under the scope of the BSI registration.

14. **Limitation of Liability/Time for Action.**

(a) Nothing in these Terms shall limit or exclude Seller's liability (if any) for:

(i) death or personal injury caused by its negligence, or the negligence of a person for whom it is vicariously liable (negligence being as defined in Section 1(1) Unfair Contract Terms Act 1977);

(ii) its fraud or fraudulent misrepresentation or for fraud or fraudulent misrepresentation by a person for whom it is vicariously liable;

(iii) breach of its obligations arising under section 2 of the Supply of Goods and Services Act 1982;

(iv) breach its obligations arising under section 12 of the Sale of Goods Act 1979;  
or

(v) any matter which it is not permitted by law to exclude or limit, or attempt to exclude or limit, its liability.

(b) Subject to the provisions of Section 14(a), Seller shall not be liable to Buyer, whether in contract, tort, misrepresentation, restitution under statute or otherwise, howsoever caused including by negligence and also including any liability arising from breach of, or failure to perform or defect or delay in performance of any of Seller's obligations for any:

(i) loss of profit (whether direct or indirect):

(ii) loss of revenue, loss of production or loss of business (in each case whether direct or indirect);

(iii) loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct or indirect);

(iv) loss of anticipated savings or loss of margin (in each case whether direct or indirect);

(v) materials or components supplied by Buyer or through its officers or from sources dictated by Buyer which are defective or in any unsatisfactory condition;  
or

(vi) any indirect, consequential or special loss,

arising under or in connection with the Contract.

(c) Subject to the provisions of Section 14(a) and Section 14(b), Seller's total liability to Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort, misrepresentation, restitution under statute or otherwise, howsoever caused including by negligence and also including any liability arising from breach of, or failure to perform or defect or delay in performance of any of Seller's obligations shall not exceed the purchase price of the Products (including for the avoidance of doubt the Services) in respect of which the claims are made.

(d) Without limiting the generality of the foregoing provisions of this Section 14, Buyer assumes all risk and liability for the results obtained by the use of any Products delivered under the Contract in combination with other articles or materials or in the practice of any process, whether in terms of operating costs, general effectiveness, success or failure, and regardless of any oral or written statements made by Seller, by way of technical advice or otherwise, with respect to the use of such Products.

(e) Any proceeding by Buyer for breach of the Contract cannot be filed or maintained unless it is commenced within one year after the cause has accrued, Buyer has provided written notice to Seller as provided in these Terms and Buyer has paid in full all amounts owing to Seller under the Contract.

(f) This Section 14 shall survive termination of the Contract.

15. **Indemnification.** Buyer shall defend and indemnify Seller from all losses, damages, costs or expenses of any kind (including legal fees) incurred as a result of, or arising from: (a) any breach of these Terms and/or the Contract (including, the use or disclosure of Seller's Technical Information in violation of Section 5) by Buyer, its subsidiaries and divisions and any entity controlling, controlled by or under common control with Buyer ("Buyer's Affiliates"); (b) a claim alleging infringement of Intellectual Property Rights relating to a development or modification of the Products by Buyer or the use thereof or the use by Buyer or its customers of Products in combination with other articles or materials or as part of another process or combination; (c) Buyer's or Buyer's Affiliates' alteration, processing, modification, assembly or reassembly of the Products (other than where Buyer has requested assembly instructions and has assembled or reassembled the Products strictly in accordance with the requested instructions), supplies or materials used in connection with the Products, or parts manufactured with the Products, (d) to the extent that the Products are to be manufactured in accordance with a specification supplied by Buyer, any claim made against Seller for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Seller's use of Buyer's specification, any liability arising under or by reason of the Consumer Protection Act 1987 and/or any other losses of any nature (including arising as a result of a claim by a third party other than for infringement of intellectual property rights) that Seller incurs as a result of manufacturing the Products in accordance with Buyer's specification (e) defects or unsatisfactory condition of materials or components supplied by Buyer or through its officers or from sources dictated by Buyer, or (f) negligence of Buyer or Buyer's Affiliates. This Section shall survive termination of any contract for the sale of Products.

16. **Termination.** The Contract is subject to Seller's revocation or cancellation at any time, without liability, provided that Seller completes all current orders in process at the time of cancellation and provided further that Seller shall be entitled to suspend the supply of Services under the Contract or any other contract between Seller and Buyer if either Buyer fails to pay any amount due under the Contract on the due date for payment or Buyer becomes subject to any of the events listed in sections 17(a)(ii) to (vi) inclusive. Buyer may cancel its order for Products prior to its completion by immediate payment to Seller of Seller's cost of manufacture and liquidated damages (including labour,



engineering, materials, tooling, equipment time, overhead) computed using Seller's standard internal costing procedures, plus 15% of the sales price for the Products. Cost of manufacture includes all materials or services that Seller has ordered and that cannot be cancelled and all costs incurred in cancelling such orders. Seller may retain without cost all materials and partially completed Products on cancelled orders.

17. **Buyer's Insolvency or Incapacity.** (a) In the event that (i) Buyer fails to make any payment on the due date; or (ii) Buyer enters into bankruptcy, liquidation, administration, a corporate voluntary arrangement or any other similar event; or (iii) Buyer makes any composition or arrangement with creditors or has a receiver appointed in respect of all or part of its undertaking, property or assets; or (iv) Buyer ceases or threatens to cease to carry on business or (v) Seller reasonably apprehends that any of the events in (i) to (iv) inclusive is about to occur and Seller notifies Buyer accordingly (vi) Buyer is unable to pay its debts as and when they fall due; or (vii) Buyer commits a material breach or several minor breaches which together amount to a material breach of its obligations under the Contract and fails to remedy that breach within a period of 28 days after receipt of notice in writing requiring it to do so, then, without limiting any other right or remedy available to Seller, Seller may cancel or suspend all further deliveries of Products to Buyer under the Contract or under any other contract between Buyer and Seller without incurring any liability to Buyer, and all outstanding sums in respect of Products delivered to Buyer shall become immediately due. If Seller exercises its rights under this Section 17, any Products to be delivered to the Buyer following default shall be paid for on a pro-forma invoice before or at the time of despatch of the Products and payment will become due on receipt by Buyer of such pro-forma invoice. (b) In addition to the rights of Seller set out in (a) in the event that any of the events set out in (i) to (vii) inclusive occurs Seller may terminate any contract with immediate effect by giving notice to Buyer (provided that, in the case of (i) Seller has notified Buyer in writing to make such payment at least seven days previously. (c) Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Sections which expressly or by implication survive termination of the Contract shall continue in full force and effect.
18. **Applicable Law and Jurisdiction.** These Terms and the Contract and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will 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. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms.
19. **Severance.** (a) If any provision (or part of any provision) is or becomes invalid or unenforceable under any law, that provision or part-provision shall, to the extent required, be deemed to be deleted. (b) If any invalid, unenforceable or illegal provision of the Terms and/or the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20. **Dispute Resolution.** The parties will attempt to resolve any dispute involving the interpretation, performance or non-performance, or enforceability of these Terms and/or the Contract by prompt good faith negotiations and, if such negotiations fail, will consider alternative dispute resolution procedures before resorting to litigation.

21. **Miscellaneous Provisions.**

A. **Assignment and Sub-contracting.** (a) Buyer will not assign, transfer or charge, in whole or in part, its rights under the Contract or sub-contract the performance of its duties under the Contract without the written consent of Seller. Any assignment or sub-contracting without the previous written consent of Seller, at the option of Seller, will cancel any outstanding purchase orders. If Seller agrees to the Buyer sub-contracting the performance of Buyer's duties under the Contract, in whole or in part, Buyer will remain solely liable to Seller for the adherence of the sub-contractor to the Contract and the performance of the duties under the Contract. (b) Seller may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

B. **Buyer's Property.** Buyer shall insure all materials, fixtures, tooling and other property delivered to Seller against all risks and waives subrogation in the event of loss of or damage to such property or personal injury arising from the use or storage of such property.

C. **Force Majeure.** Any delay or failure of either party to perform its obligations will be excused if caused by an extraordinary event or occurrence beyond the control of the non-performing party and without the non-performing party's fault or negligence, such as acts of God, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, explosions, riots, civil commotion, natural disasters or extreme adverse weather conditions, wars, terrorist attacks, sabotage, armed conflict, malicious damage, strikes, lockouts or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, shortages of labour or material, breakdown of plant or machinery, nuclear, chemical or biological contamination, collapse of building structures, explosions, default of suppliers or subcontractors, transportation embargoes or acts of any government or governmental agency or national or international calamity. In the event of such a delay, delivery will be deferred for a period of time equal to the time lost due to the delay. Seller will notify Buyer in writing within a reasonable time of any such event. In no event will Seller be liable for late deliveries in the event of any Force Majeure.

D. **Relationship of Parties.** Seller and Buyer are independent contracting parties and nothing in these Terms shall make either party the agent or legal representative of the other for any purpose, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

E. **Remedies.** The rights and remedies of the Seller in these Terms are cumulative with, and in addition to, all other and further remedies provided in law or equity.

**F. Modification and Waiver.** No modification of the Terms, including the introduction of any additional terms and conditions, will be binding upon Seller unless approved in writing by one of Seller's authorized representatives. 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.

**G. Third Party Rights.** A person (other than a permitted assignee) who is not a party to the Contract shall not have any rights under or in connection with it and the parties do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 and the consent of such permitted assignee shall not be required to rescind, vary or terminate the Contract.

**H. Notices.** (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Sub-Section, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier or fax. (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in paragraph (a) above, if sent by pre-paid first class post or recorded delivery, at 9.00 a.m. on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission. (c) The provisions of this Sub-Section shall not apply to the service of any proceedings or other documents in any legal action.

**I. Entire Agreement.** The Contract constitutes the entire agreement between the parties with respect to its subject matter, and shall supersede all prior and contemporaneous agreements, representations, and understandings of the parties with respect to its subject matter and: (a) neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person) which is not expressly set out in the Contract; (b) the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract; and (c) nothing in this Section 21.I will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation

**22. Free Issue Parts and Materials.** (a) Although all reasonable care will be exercised by Seller and its subcontractors in handling parts and/or materials supplied by Buyer on a free-issue basis, Seller cannot accept liability for the cost

of replacing such parts and/or materials which may be lost, damaged or scrapped for any reason. (b) Buyer is liable for any costs relating from (i) any delay, for any reason whatsoever, in supplying free-issue parts and/or materials by the date specified in the order acknowledgement or elsewhere; (ii) such parts and/or materials proving to be unsuitable in any way for the purpose for which they are supplied. (c) The inability of Buyer to supply free-issue parts and/or material for the purpose of Seller manufacturing Products or carrying out Services in accordance with Buyer's order will not constitute a cause for Buyer to cancel the order and Buyer will remain completely liable for such order.

23. **Tools or Moulds.** Unless otherwise agreed by the Buyer and Seller, in the case of orders where special tools, moulds, gauges etc., are required for manufacture of the Products to be supplied, Buyer will be charged for the manufacture or purchase of such tools as and when samples for approval are submitted but such tools remain the property of the Seller and Seller reserves the right to retain them. Where it is specifically requested by Buyer and agreed by Seller, Seller will undertake to use tools manufactured on behalf of Buyer for the execution only of orders placed by Buyer.