

Seeco (UK) Limited – Terms and Conditions of Sale

These terms and conditions set out the terms on which we, Seeco (UK) Limited of Units 29 31 & 33 Brunel Road, Bedford, England, MK41 9TJ, Company No. 01892039 ("**Seeco**"), will provide goods ("**Goods**") and/or services ("**Services**") to any person or firm who purchases Goods and/or Services from Seeco (each a "**Customer**"). The Customer's attention is drawn in particular to the provisions of clause 9.

1. Basis of contract

- 1.1 These terms and conditions (the "**Conditions**") apply to the contract between Seeco and the Customer for the sale and purchase of the Goods and/or Services (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.
- 1.2 Each order by the Customer, as set out in the Customer's written acceptance of Seeco's quotation or the Customer's purchase order (as the case may be) (each an "**Order**") constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any specification for the Goods and/or Services, including any related plans and drawings, that is agreed in writing by the Customer and Seeco (the "**Specification**") are complete and accurate.
- 1.3 The Order will only be deemed to be accepted when Seeco issues a written acceptance of the Order, at which point the Contract will come into existence.
- 1.4 Any samples, drawings, descriptive matter or advertising produced by Seeco and any descriptions or illustrations contained in Seeco's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and/or Services referred to in them. They will not form part of the Contract.
- 1.5 A quotation for the Goods and/or Services given by Seeco will not constitute an offer. A quotation will only be valid for a period of 7 days from its date of issue.

2. Specifications

- 2.1 The Goods and/or Services are as described in the Specification (once agreed between the parties).
- 2.2 To the extent that the Goods are to be manufactured or Services provided in accordance with a Specification supplied by the Customer, the Customer will indemnify Seeco against all liabilities, costs, expenses, damages and losses suffered or incurred by Seeco in connection with any claim made against Seeco for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Seeco's use of the Specification. This clause 2.2 will survive termination of the Contract.
- 2.3 Seeco reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and Seeco will notify the Customer in any such event.

3. Delivery of Goods

- 3.1 Seeco will ensure that:

- 3.1.1 each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Customer and Seeco reference numbers, the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 3.1.2 if Seeco requires the Customer to return any packaging materials to Seeco, that fact is clearly stated on the delivery note. The Customer will make any such packaging materials available for collection at such times as Seeco will reasonably request. Returns of packaging materials will be at Seeco's expense.
- 3.2 If Seeco agrees to deliver the Goods, Seeco will 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 Seeco notifies the Customer that the Goods are ready.
- 3.3 If Seeco agrees for the Customer to collect the Goods, the Customer will collect the Goods from Seeco's premises or such other location as may be advised by Seeco prior to delivery ("**Collection Location**") within three Business Days of Seeco notifying the Customer that the Goods are ready.
- 3.4 Delivery is completed on:
 - 3.4.1 the completion of unloading of the Goods at the Delivery Location, in the case of deliveries by Seeco; or
 - 3.4.2 the completion of the loading of the Goods at the Collection Location by the Customer, in the case of collections by the Customer.
- 3.5 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Seeco will not be liable for any delay in delivery of the Goods that is caused by any event, circumstance or cause beyond a party's reasonable control (a "**Force Majeure Event**") or the Customer's failure to provide Seeco with adequate delivery instructions, collect the Goods (where they have agreed to do so) or any other instructions that are relevant to the supply of the Goods.
- 3.6 If Seeco fails to deliver the Goods, its liability will 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. Seeco will 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 Seeco with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.7 If the Customer fails to take or accept delivery of the Goods when Seeco (or its authorised delivery provider) attempts to deliver in accordance with these Conditions or makes them available for collection (where agreed), then, except where such failure or delay is caused by a Force Majeure Event or Seeco's failure to comply with its obligations under the Contract in respect of the Goods:
 - 3.7.1 delivery of the Goods will be deemed to have been completed at the time Seeco (or its authorised delivery provider) attempted to make the delivery or (in the case of collection) made them available for collection at Seeco's premises; and

3.7.2 Seeco will store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

3.8 If ten Business Days ("**Business Days**" being a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business) after the day on which Seeco notified the Customer that the Goods were ready for delivery the Customer has not accepted actual delivery of them, Seeco may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

3.9 Seeco may deliver the Goods by instalments, which will be invoiced and paid for separately. Each instalment will constitute a separate contract. Any delay in delivery or defect in an instalment will not entitle the Customer to cancel any other instalment.

4. Quality of Goods

4.1 Seeco warrants that on delivery the Goods will conform in all material respects with the Specification, be free from material defects in design, material and workmanship and be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

4.2 Subject to clause 4.3, if:

4.2.1 the Customer gives notice in writing to Seeco within 7 days of receipt of the Goods that some or all of the Goods do not comply with the warranty set out in clause 4.1;

4.2.2 Seeco is given a reasonable opportunity of examining such Goods; and

4.2.3 the Customer (if asked to do so by Seeco) returns such Goods to Seeco's place of business at the Customer's cost,

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

4.3 Seeco will not be liable for the Goods' failure to comply with the warranty set out in clause 4.1 if:

4.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 4.2;

4.3.2 the defect arises because the Customer failed to follow Seeco's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

4.3.3 the defect arises as a result of Seeco following any drawing, design or specification supplied by the Customer;

4.3.4 the Customer alters or repairs such Goods without the written consent of Seeco;

4.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

- 4.3.6 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 4.4 Except as provided in this clause 4., Seeco will have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.
- 4.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 4.6 These Conditions will apply to any repaired or replacement Goods supplied by Seeco.

5. Title and risk

- 5.1 The risk in the Goods will pass to the Customer on completion of delivery.
- 5.2 Title to the Goods will not pass to the Customer until the earlier of:
- 5.2.1 Seeco receives payment in full (in cash or cleared funds) for the Goods and any other goods that Seeco has supplied to the Customer in respect of which payment has become due, in which case title to the Goods will pass at the time of payment of all such sums; and
- 5.2.2 the Customer resells the Goods, in which case title to the Goods will pass to the Customer at the time specified in clause 5.4.
- 5.3 Until title to the Goods has passed to the Customer, the Customer will:
- 5.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Seeco's property;
- 5.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 5.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 5.3.4 notify Seeco immediately if it becomes subject to any of the events listed in clause 10.1.2 to clause 10.1.4; and
- 5.3.5 give Seeco such information as Seeco may reasonably require from time to time relating to the Goods and the ongoing financial position of the Customer.
- 5.4 Subject to clause 5.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Seeco receives payment for the Goods. However, if the Customer resells the Goods before that time it does so as principal and not as Seeco's agent and title to the Goods will pass from Seeco to the Customer immediately before the time at which resale by the Customer occurs.
- 5.5 At any time before title to the Goods passes to the Customer, Seeco may require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product 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.

6. Supply of Services

- 6.1 Seeco shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 6.2 Seeco shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order or Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 6.3 Seeco warrants to the Customer that the Services will be provided using reasonable care and skill.

7. Customer's obligations

- 7.1 The Customer shall:
 - 7.1.1 co-operate with Seeco in all matters relating to the Services;
 - 7.1.2 provide Seeco, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by Seeco to provide the Services;
 - 7.1.3 provide Seeco with such information and materials as Seeco may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 7.1.4 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; and
 - 7.1.5 keep all materials, equipment, documents and other property of Seeco ("**Seeco Materials**") at the Customer's premises in safe custody at its own risk, maintain the Seeco Materials in good condition until returned to Seeco, and not dispose of or use the Seeco Materials other than in accordance with Seeco's written instructions or authorisation.
- 7.2 If Seeco's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
 - 7.2.1 without limiting or affecting any other right or remedy available to it, Seeco shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Seeco's performance of any of its obligations;
 - 7.2.2 Seeco shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Seeco's failure or delay to perform any of its obligations as set out in this clause 7.2; and

7.2.3 the Customer shall reimburse Seeco on written demand for any costs or losses sustained or incurred by Seeco arising directly or indirectly from the Customer Default.

8. Charges and Payment

8.1 The price for Goods:

8.1.1 shall be the price set out in the Order, Seeco's quotation or, if no price is quoted, the price set out in Seeco's published price list as at the date of delivery; and

8.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.

8.2 The charges for Services shall be as set out in Seeco's quotation (if any and accepted) or calculated on a time and materials basis:

8.2.1 the charges shall be calculated in accordance with the Seeco's daily fee rates, as notified to the Customer in writing from time to time;

8.2.2 Seeco's daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;

8.2.3 Seeco shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Seeco engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by Seeco for the performance of the Services, and for the cost of any materials.

8.3 Seeco reserves the right to increase its charges by giving notice to the Customer at any time before delivery:

8.3.1 to reflect any increase in the cost of the Goods to Seeco that is due to any factor beyond the control of Seeco (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

8.3.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

8.3.3 any delay caused by any instructions of the Customer in respect of the Goods or Services or failure of the Customer to give Seeco adequate or accurate information or instructions in respect of the Goods or Services; or

8.3.4 in the case of its time and materials charges, upon prior written notice to the Customer.

8.4 In respect of Goods, Seeco shall invoice the Customer on or at any time after completion of delivery. In respect of Services, Seeco shall invoice the Customer on completion of the Services.

8.5 The Customer shall pay each invoice submitted by Seeco:

- 8.5.1 within 30 days of the date of the invoice or in accordance with any credit terms agreed by Seeco and confirmed in writing to the Customer; and
- 8.5.2 in full and in cleared funds to a bank account nominated in writing by Seeco, and
- 8.5.3 time for payment shall be of the essence of the Contract.
- 8.6 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 Seeco to the Customer, the Customer shall, on receipt of a valid VAT invoice from Seeco, pay to Seeco such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 8.7 If the Customer fails to make a payment due to Seeco under the Contract by the due date, then, without limiting Seeco's remedies under clause 14, 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 9.7 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%.
- 8.8 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).

9. Limitation of liability

- 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 death or personal injury caused by negligence; fraud or fraudulent misrepresentation; breach of the terms implied by section 12 of the Sale of Goods Act 1979 or defective products under the Consumer Protection Act 1987.
- 9.3 Subject to clause 9.2, Seeco's total liability to the Customer will not exceed the amount paid or payable by the Customer to Seeco in respect of the Order in question.
- 9.4 Subject to clause 9.2, the following types of loss are wholly excluded:
- 9.4.1 loss of profits;
- 9.4.2 loss of sales or business;
- 9.4.3 loss of agreements or contracts;
- 9.4.4 loss of anticipated savings;
- 9.4.5 loss of use or corruption of software, data or information;
- 9.4.6 loss of or damage to goodwill; and
- 9.4.7 indirect or consequential loss.

9.5 This clause 9. will survive termination of the Contract.

10. Termination

10.1 Without limiting its other rights or remedies, Seeco may terminate this Contract with immediate effect by giving written notice to the Customer if:

10.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

10.1.2 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;

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

10.1.4 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 limiting its other rights or remedies, Seeco may suspend provision of the Goods under the Contract or any other contract between the Customer and Seeco if the Customer becomes subject to any of the events listed in clause 10.1.2 to clause 10.1.4, or Seeco reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

10.3 Without limiting its other rights or remedies, Seeco may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

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

10.5 Termination or expiry of the Contract, however arising, will not affect any of the parties' rights and remedies that have accrued as at 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.

10.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract will remain in full force and effect.

11. Force majeure

Neither party will be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such

obligations will be extended accordingly. 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.

12. Notices

- 12.1 Any notice given to a party under or in connection with the Contract will be in writing and will 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).
- 12.2 Any notice will be deemed to have been received, at the time notice is left at the proper address (if delivered by hand) or at 9.00am on the second Business Day after posting (if sent by pre-paid first class post or any other next working day delivery service).
- 12.3 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.

13. General

- 13.1 **Assignment and other dealings** - Seeco may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Seeco.
- 13.2 **Entire agreement** - The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 13.3 **Variation** - No variation of this Contract will be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.4 **Waiver** - A waiver of any right or remedy is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy will not waive that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.
- 13.5 **Severance** - If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 13.5 the parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.6 **Third party rights** - Unless it expressly states otherwise, 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.

13.7 **Governing law and jurisdiction** - The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation, will be governed by and construed in accordance with English law and the English courts will have exclusive jurisdiction to settle any such dispute or claim.