

Calpeda Ltd

General Terms and Conditions Of Sale

1. General

1.1 Interpretation

The following definitions apply to in these Terms:

Adhoc Services: Services supplied for a specified Order not included in Annual Services.

Annual Services: Services supplied for an annual period

Buyer: the person or business who purchases the Products and/or Services from the Calpeda.

Buyers Specification: any specification for Products and/or Services, including any related plans and drawings, that is agreed in writing by the Buyer and Calpeda

Calpeda: Calpeda Limited, a company registered in the United Kingdom with company number 01568643 whose registered address is at 8 Wedgwood Road Bicester, Oxfordshire, OX26 4ULU

Commissioning Report: a report provided by Calpeda or by an installer approved by Calpeda

Contract: the contract between Calpeda and the Buyer for the sale and purchase of the Products and/or Services in accordance with these Terms

Limited Warranty Offer: any offer by Calpeda for Products with restricted warranty conditions as set out in the Order Confirmation

Force Majeure Event an event, circumstance or cause beyond a party's reasonable control

Order: the Buyer's order for the Products and/or Services, as set out in the Buyer's purchase order form, or Calpeda's quotation, or as requested by the Buyer in writing

Products: the goods (or any part of them including spare parts) set out in the Order

Repaired Products: any Products repaired in accordance with clause 12

Services: the services supplied by the Calpeda to the Buyer as set out in the Order

Site: the location where the Products are installed and/or the Services are to be provided

1.2 Basis of Contract: These General Terms and Conditions of Sale (hereinafter, "Terms") apply to the Contract between Calpeda and the Buyer (hereinafter, the "Parties") to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing

1.3 The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Terms.

2. Orders and Agreements

2.1 The Order constitutes an offer by the Buyer to purchase the Products and/or Services in accordance with these Terms. The Buyer is responsible for ensuring that the terms of the Order and any applicable Buyers Specification submitted by the Buyer are complete and accurate.

2.2 The Order shall only be deemed to be accepted when Calpeda sends an order confirmation by electronic mail to the Buyer (hereinafter, the "Order Confirmation"), at which point the Contract shall come into existence and the Order shall not be revoked or modified without written agreement of both Parties or otherwise pursuant to these Terms

2.3 The Order Confirmation may vary the terms of the Order. If the Buyer does not accept any such variation it must, within 5 (five) days from the date of the Order Confirmation, give notice to Calpeda that the Order Confirmation is not accepted and terminate the Contract.

3. Products and Services Specification

3.1 Calpeda reserves the right, at any time, including after the sending the Order Confirmation, to make modifications to the Products and/or Services specifications as necessary to comply with applicable laws and regulations and/or modifications that do not materially alter the quality of the Products and/or Services.

4. Price

4.1. The prices of the Products and/or Services shall be those set out in the Order Confirmation or, if no price is quoted, the price set out in the Calpeda's published price list in force as at the date of delivery. Calpeda reserves the right to change (at its sole discretion) its price list from time to time. Changes to the price list shall have not effect prices set out in an Order Confirmation..

4.2 Unless otherwise agreed, the prices given by Calpeda for Products are FCA Incoterms® 2010, with the agreed delivery location as set out in the Order Confirmation.

4.3 Unless otherwise specified in the Order Confirmation, all prices are exclusive of VAT.

4.4 Calpeda reserves the right to increase the price for Annual Services on an annual basis with effect from each anniversary of the Contract

4.5 Calpeda reserves the right to request a payment on account of costs where the Buyer is purchasing Adhoc Services.

5. Payment terms

5.1 Payment of Calpeda's invoice shall be made by the dates set out in the Order Confirmation in full and in cleared funds to a bank account nominated in writing by Calpeda, and time for payment shall be of the essence of the Contract.

5.2 If the Buyer fails to make a payment due to Calpeda under the Contract by the due date, then, without limiting Calpeda's remedies under clause 13, the

Buyer shall be charged interest in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 without further notice.

5.3 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). Any legal action or enforcement procedure of the Buyer shall not be considered actionable in absence of full payment of Calpeda's invoices save that nothing in these Terms limits liability for death or personal injury caused by negligence or any other liability which cannot be limited by contract term.

5.4 If the Buyer fails to take delivery of the Products 10 (ten) days after the day specified in the Order Confirmation then Calpeda, may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, charge the Buyer for any shortfall below the price of the Products. Calpeda may use any deposit paid by the Buyer to meet any such shortfall

6. Delivery, Packaging and Collection of Products

6.1 Unless otherwise agreed in the Contract, any sales of Products are FCA Incoterms[®] 2010 the agreed delivery location as set out in the in the Order Confirmation

6.2 The expected delivery date for Products indicated in the Order Confirmation (or any lead times indicated in Calpeda's quotations) are merely indicative and time is not of the essence. If any delay in delivery exceeds 90 (ninety) days from the date set out in the Order Confirmation, the Buyer shall have the right to request the termination of the Contract.

6.3 Calpeda shall not be liable for any delay in delivery of the Products that is caused by (i) a Force Majeure Event, (ii) the Buyer's failure to meet or any Buyers delay in meeting its obligations, (iii) acts or delays by any public authority, including where they are not a consequence of a Force Majeure Event; (iv) Calpeda suppliers' actions or delays. In such cases the delivery term shall be extended for a period equal to the duration of the delay.

6.4 As soon as the Products ordered are ready to be collected, (unless delivery to Site is specified in the Order Confirmation), Calpeda will send to the Buyer a written notice of readiness of the Products (hereinafter, the "Notice").

6.5 The Buyer is obliged to collect the Products within the term of 30 (thirty) days from the date indicated in the Notice. Should the Buyer fail to collect the Products within 30 (thirty) days from the Notice, all risks inherent to the Products shall be fully transferred to the Buyer and Calpeda, without prejudice to the full payment of the price or to the termination of the Contract, will be entitled to store the Products not collected by the Buyer at the latter's risk and expenses. After 45 (forty-five) days from the Notice without the Buyer having collected the Products, Calpeda shall have the right to apply a charge equal to 2% (two percent) of the value of the Products for each week of delay up to a maximum of the

value corresponding to 20% (twenty percent) of the price of the Products, without prejudice to the right to compensation for further damages and to the right to terminate the Contract.

6.6 Calpeda shall package the Products in compliance with its commercial practices. Specific packaging or delivery instructions required by the Buyer shall be agreed by the Parties in writing at the time of the Order and the relevant costs shall be invoiced separately to the Buyer

7. Testing

7.1 Testing of Products may be performed, if following evaluation by Calpeda (at its sole discretion) found to be feasible and only if requested at the time of the Order by the Buyer.

7.2 The costs of Product testing shall be paid in full by the Buyer and the testing date and the timing for the performance of the testing shall be chosen by Calpeda

8. Supply of Services

8.1 Subject to clause 3 Calpeda shall supply the Services to the Buyer in accordance with the Order Confirmation in all material respects

8.2 Calpeda shall use all reasonable endeavours to meet any performance dates specified in Order Confirmation but any such dates shall be estimates only and time shall not be of the essence for performance of the Services

8.3 The Buyer shall (a) co-operate with Calpeda in all matters relating to the Services; (b) provide Calpeda, its employees, agents, consultants and subcontractors, with access to the Buyer's premises, office accommodation and other facilities as reasonably required by Calpeda; (c) provide Calpeda with such information and materials as Calpeda may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; (d) prepare the Buyer's premises for the supply of the Services; (e) 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; (f) keep all materials, equipment, documents and other property of Calpeda (Calpeda Materials) at the Buyer's premises in safe custody at its own risk, maintain Calpeda Materials in good condition until returned to Calpeda, and not dispose of or use Calpeda Materials other than in accordance with Calpeda's written instructions or authorization

8.4 If Calpeda's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation (Buyer Default); (a) without limiting or affecting any other right or remedy available to it, Calpeda shall have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations in each case to the extent the Buyer Default prevents or delays Calpeda's performance of any of its obligations; (b)

Calpeda shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from Calpeda's failure or delay to perform any of its obligations as set out in this clause 8.4; and (c) the Buyer shall reimburse Calpeda on written demand for any costs or losses sustained or incurred by Calpeda arising directly or indirectly from the Buyer Default

9. Transfer of risk

9.1 Unless otherwise specified in the Contract, the risk of damage or loss to the Products passes to the Buyer "FCA" (FCA "Incoterms 2010") with the delivery location as set out in the Order Confirmation

10. Retention of Title

10.1 Notwithstanding the terms for delivery and the transfer of risk of the Products title to the Products shall not pass to the Buyer until Calpeda received payment in full (in cleared funds) for the Products and any other goods that Calpeda has supplied to the Buyer in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums.

10.2 Until title to the Products has passed to the Buyer, the Buyer shall (i) store the Products separately from all other Products held by the Buyer so that they remain readily identifiable as Calpeda's property (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Good (iii) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery (iv) notify Calpeda immediately if it becomes subject to any of the events listed in clause 13.1(ii) to clause 13.1(iv); and give Calpeda such information as Calpeda may reasonably require from time to time relating to the Products; and the ongoing financial position of the Buyer

10.3 At any time before title to the Products passes to the Buyer, Calpeda may require the Buyer to deliver up all Products in its possession and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Products are stored in order to recover them.

10.4 The provisions under this clause 10 shall remain valid and effective after the termination (for any reason) of the Contract

11. Confidentiality

11.1 The Buyer shall keep confidential all information of technical nature (e.g.: drawings, technical prospectus, documentation and correspondence) and the information expressly categorised as confidential that it receives from Calpeda which comes to the Buyers knowledge in connection with the Contract for a period of 5 (five) years from the delivery date of the last Products and/or Services sold to the Buyer. Any intellectual property rights regarding the materials or Products and/or Services being sold (including drawings, manuals, brochures, etc. that are delivered with and/or in relation to the Products and/or Services) belong exclusively to Calpeda and to the relevant owners

12. Warranties – Limitations of applicability of the warranties and of liability – Repairs and collection obligations

12.1 Calpeda warrants that on delivery, and for a period of 12 months from the date of delivery (Warranty Period), the Products shall: (i) conform in all material respects with their description (ii) be free from material defects in design, material and workmanship; and (iii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979). The replacement of any components or Products under warranty does not extend the warranty duration. An extended warranty may apply if a Service contract is entered into details of any extended warranty will be set out in the Order Confirmation for the Services.

12.2 Calpeda warrants to the Buyer that the Services will be provided using reasonable care and skill.

12.3 The warranty in clause 12.1 is excluded in the following instances: (i) the Products are purchased with a Limited Warranty Offer (ii) there is no Commissioning Report for the installation of the Product confirming the correct installation, commissioning and any adjustments (ii) the Product has been improperly used (applications not provided in the operation manual provided by Calpeda) (iii) modifications or repairs to the Products carried out by the Buyer which have not been expressly authorised and approved by Calpeda; (iv) lack of preventive and ordinary maintenance as specified in the operation and maintenance manual; (v) replacement of components with non-original components; (vi) the Products have been stored in unsuitable environments or environments not compliant with Calpeda's instructions; (vii) natural wear and tear, galvanic currents, chemical corrosion, power supply anomalies, electrical connections not specified in the operation and maintenance manual, mechanical activation anomalies; (viii) incorrect selection by the Buyer of the Product and/or system components, incorrect settings by the Buyer and/ or defects related to secondary devices (i.e. activation, adjustment and control systems); (ix) damages caused during transportation; (x) damages due to Force Majeure Events.

12.4 Any warranty claim defects must be reported by the Buyer in writing, within 8 (eight) days of the defect being discovered, after which liability shall pass to the Buyer. In reporting a Product defect, the Buyer must provide the following information for the Products: model, delivery date, serial number, invoice number.

12.5 In order to assess a warranty claim the Products subject to the claim must, at Calpeda's request be sent, together with the document proving the purchase and a completed decontamination notice, «DDP» «delivery duty paid» ("Incoterms® 2020") by the Buyer to Calpeda or an authorised service centre advised by Calpeda for assessment or at Calpeda's option and the Buyers cost Calpeda will send personnel to inspect the Product at the Site.

12.6 In the event that a warranty claim is accepted by Calpeda, Calpeda shall, at its option, repair or replace the defective Products. If a warranty claim is not

accepted Calpeda may at its sole discretion offer to repair the Products at the Buyer's expense.

12.7 All costs relating to the dismantling of the Products on Site, the transportation and subsequent reassembly or reinstalment on Site shall at all times be borne by the Buyer.

12.8 Once the repair or replacement is completed to any Repaired Products, Calpeda shall send a notice to the Buyer informing that the Repaired Products are ready to be collected (hereinafter, "Repair Notice"). The Buyer is obliged to collect the Repaired Products subject to the Repair Notice within 30 (thirty) days of the date of issue of the Repair Notice and acknowledges that, in the event the Repaired Products are not collected within 30 (thirty) days, Calpeda, shall store the uncollected Repaired Products at the Buyers and expense for a further period of 15 (fifteen days) days after which the Buyer acknowledges Calpeda shall have the right to apply an additional charge of £50.00 (fifty GBP) per week up to a maximum amount equal to half the purchase price of the Product, without prejudice to further damages.

12.9 If the Repaired Products are not collected within 90 (ninety) days of the Repair Notice, Calpeda is expressly authorised to dispose of the Repaired Products as it deems fit, with no obligation to make payment to the Buyer the proceeds of such disposal. The same shall apply to Products not collected by the Buyer following the assessment (positive or negative) by Calpeda regarding the applicability of the warranty.

12.10 If it is agreed that the repairs under warranty are carried out on Site, Calpeda undertakes to replace, free of charge, the spare parts subject the warranty terms.

12.11 If required, Calpeda shall provide specialised workforce for repairs, provided that any services shall be charged to the Buyer according to the Parties prior agreement, at reasonable commercial rates. The Buyer shall bear the costs for the means necessary for handling of materials up to the completion of the repair and for the assisting staff, which shall be promptly made available to Calpeda's personnel. The Buyer shall also bear the costs of transportation, board and lodging of Calpeda workforce, made available for repairs outside Calpeda premises.

12.12 Any Product defects report by the Buyer and/or a warranty claim made by Buyer to Calpeda does not authorise the Buyer: (i) to suspend due payments; (ii) to consider terminated or to request termination of the Contract.

12.13 Nothing in these Terms limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by Calpeda's negligence, or the negligence of its employees, agents or subcontractors (as applicable); (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979.

12.14 Subject to clause 12.15 the following types of loss are wholly excluded (a) loss of profits, (b) loss of sales or business (c) loss of agreements or contracts (d) loss of anticipated savings; (e) loss of use or corruption

of software, data or information; (f) loss of or damage to goodwill; and (g) indirect or consequential loss.

12.15 Calpeda's total liability to the Buyer shall not exceed 100% of the Contract price.

12.16 Calpeda shall not be responsible in case of infringement to patents, trademarks, models or other industrial or intellectual properties' rights, if the Products are made at the request of the Buyer and/or the distributor or are based on drawings, indications or models provided by them. The Buyer undertakes the obligation to fully and duly indemnify Calpeda against any damages, losses, costs or expenses, including legal fees, that Calpeda may incur from any third party or public authority due to the above.

13. Termination

13.1 Without limiting its other rights or remedies, the Calpeda may terminate this Contract with immediate effect by giving written notice to the Buyer if: (i) the Buyer 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; (ii) (b) the Buyer 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 (iii) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or (iv) the Buyer'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

13.2 Without limiting its other rights or remedies, Calpeda may suspend provision of the Products and/or Services under the Contract or any other contract between the Buyer and Calpeda if the Buyer becomes subject to any of the events listed in clause 13.1(ii) to clause 13.1(iv), or Calpeda reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment

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

13.4 On termination of the Contract for any reason the Buyer shall immediately pay to Calpeda all of Calpeda's outstanding unpaid invoices and interest and, in respect of Products and/or Services supplied but for which no invoice has been submitted, Calpeda shall submit an invoice, which shall be payable by the Buyer immediately on receipt.

13.5 Termination of the Contract, howsoever arising, shall 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

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

14. Miscellaneous – Communications

14.1 Information provided regarding offers, catalogues, circulars, advertising such as, by way of example, but not limited to, weight, services, measurements, delivery terms, etc. are merely indicative and do not constitute a commitment by Calpeda' in this respect.

14.2 All communications required under the agreement and/or having regard to the Contract shall be made via electronic mail

15. Applicable law, Jurisdiction

15.1 The Buyer and Calpeda agree that the Contract and the interpretation, fulfilment, performance, breach and validity of or compliance with them shall be governed by the laws of England and Wales

15.2 Any disputes that may arise in relation to the the Contract or any agreement executed in connection with the Terms, and referred to their interpretation, execution, breach and validity and effectiveness, shall be subject to the sole jurisdiction of the Courts of England

16. Privacy

16.1 Pursuant to the Data Protection Act 2018 and EU Regulation 679/2016 ("GDPR"), the Parties mutually agree that, in the execution of the activities provided by the Terms, any personal data relating to each activity shall be processed for purposes connected to the execution of the Terms pursuant to art. 6.1, letter b) of the GDPR, including the use of electronic means or to execute the obligations provided by the applicable law and competent

17. Severance

17.1 If any provision or part-provision of these Terms or the Order Confirmation is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this clause 16 shall not affect the validity and enforceability of the rest of these Terms or the Order Confirmation

17.2 If any provision or part-provision of these Terms or the Order Confirmation is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

18. Final provisions

18.1 These Terms may be amended or modified from time to time by Calpeda in writing to the Buyer

