

CONDITIONS OF SALE

1. GENERAL

(a) These Conditions of Sale (**Conditions**) apply to all contracts made between the purchaser (**Customer**) and Taylor UK or Hubbard Systems, divisions of HTG Trading Limited (as applicable) (**Company**) to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing and also supersede any earlier conditions, previous agreements, promises, assurances, representations or understandings.

(b) Any variation of these Conditions shall be only by specific agreement in writing by both parties. These Conditions shall prevail in the event of conflict with any standard conditions of a Customer.

(c) Special attention is drawn to the sections in this document on warranty and indemnity.

(d) The headings shall not affect the interpretation of these Conditions.

(e) A person who is not a party to the contract shall have no right to enforce its terms.

2. ORDERS AND FORMATION OF CONTRACT

(a) The Company reserves the right to accept or refuse orders and also to cancel or suspend delivery under any uncompleted order in accordance with these Conditions.

(b) A contract shall be deemed to have been entered into when, upon receipt of an order from the Customer in accordance with these Conditions, the Company has sent or delivered to the Customer an acceptance in writing or an invoice for the Goods (**Order**). "**Goods**" means the goods (or any part of them) set out in the Order and, for the avoidance of doubt, shall also include Bespoke Goods (defined below).

3. QUOTATIONS/TENDERS

(a) Validity: Unless previously withdrawn by the Company or specified otherwise all quotations are open for acceptance within 30 days from their respective date of issue and are subject to confirmation at the time of acceptance. Any quotation given by the Company shall not constitute an offer for sale or a representation that those Goods are available for sale.

(b) Acceptance: To enable the Company to proceed with the Order acceptance, the Customer is responsible for ensuring that the terms of the Order and any quotation are complete and accurate.

4. DESCRIPTION OF GOODS. SPECIFICATIONS. DRAWINGS. PRINT ETC.

(a) The Company reserves the right to make, without notice to the Customer, any improvement or alteration in the material specification, dimension or design of the Goods which the Company considers reasonable or desirable or which may be required by law and such improvement/alteration(s) shall not affect the validity of the contract.

(b) All data, drawings or descriptive matter included in catalogues, circulars, advertisements, price list etc. shall be for the sole purpose of giving an approximate idea of the Goods and shall not form part of the contract nor have any contractual force. Any technical drawings, prints and specifications supplied by the Company in connection with a quotation or contract shall remain the property of the Company. The Customer shall not copy them without the Company's consent and shall comply with any reasonable requirement regarding their use, return or otherwise.

5. PRICE

(a) The price of the Goods shall be set out in the Order, or, if no price is quoted, the price set out in the Company's published price list in force at the date of Delivery (as defined below).

(b) All the Company's published or quoted prices are exclusive of Value Added Tax and subject to alteration, upward or downward, without notice. VAT will be charged at the official rate prevailing on the date of the invoice (UK contracts only.)

(c) The Company may, by giving written notice to the Customer at any time up to 10 days prior to delivery, increase the price of the Goods. In the event that the price increase is not acceptable to the Customer, the Customer shall have the right to terminate the Contract by giving written notice to the Company.

6. CARRIAGE

(a) The Company may, at its sole discretion, impose a minimum net order value to qualify for delivery to be included within the price of the Goods. Goods to be delivered by special delivery, special items or service parts are excluded and the costs of delivery will be charged in addition to the price quoted for the Goods. Where delivery is included within the price of the Goods it will be made to the Customer's principal place of business, depot, or agreed site on the mainland of Great Britain by any method of transport at the Customer's option. Right is reserved to charge for any extra transport costs involved if delivery to other sites, or by special means, is required.

(b) When carriage is an extra charge the most economical method of transport will be used in relation to the required delivery points and the giving of efficient Customer service within the circumstances prevailing at the time.

7. DELIVERY, NON-DELIVERY OR DAMAGE IN TRANSIT

(a) The Company shall deliver the Goods to the place as agreed between the Company and the Customer in accordance with clause 6 of these Conditions (**Delivery Location**).

(b) Delivery is completed on the completion of unloading of the Goods at the Delivery Location (**Delivery**).

(c) Whilst every effort will be made to adhere to the delivery dates stated by the Company, and/or required by the Customer, delivery dates are estimates only and time is not of the essence for Delivery.

(d) If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall not be liable for delay or failure to deliver the Goods to the extent that such delay or failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

(e) Claims for Goods not received or received damaged will be considered only if, in the case of the former, the Company is notified verbally within a reasonable time and, in the case of the latter within 36 hours. In either instance written confirmation must follow within 14 days of the advice note date.

(f) Deliveries direct to a site will only be made with the Company's consent and the Customer must ensure that the site will be secure and accessible to normal road transport at the time and date of Delivery. Also that the Goods will be accepted and clearly signed for by a person of appropriate responsibility and authority.

8. STORAGE

If the Company does not receive forwarding instructions within 14 days after the date of notification that ordered Goods are ready for despatch, or after the due delivery date whichever is the later, the Customer shall forthwith take delivery or arrange for storage. The Company, if its storage facilities permit, may however store the Goods and make a storage charge until they are despatched. The Goods when put in such storage shall be paid for as if they had been despatched (Clause 11 also refers).

9. CANCELLATIONS & RETURNS

Orders or part orders cannot be cancelled, nor Goods returned, without the prior agreement and written consent of the Company. Any Goods returned must be sent carriage paid, arrive in a new, unused, undamaged condition and, where applicable, be in the original packing. Credit for such returns will be subject to an administration and re-stocking charge at the Company's discretion. Both parties' relevant document details must be quoted in all correspondence relating to cancellations or returns.

10. ORDERS FOR BESPOKE GOODS

(a) "**Bespoke Goods**" means the Goods (or any part of them) which have been personalised or custom built to the Customer's specification as set out in the Order.

(b) Unless expressly agreed by the Company in writing, an Order for Bespoke Goods

once accepted by the Company cannot be cancelled or changed in any way and the Customer must pay the full amount due and owing for the Bespoke Goods as set out in the Order in accordance with the terms of payment in clause 16.

(c) The Customer is responsible for carefully reviewing the specification for the Bespoke Goods before placing the Order and shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the specification.

(d) The Company shall not be liable for any mistakes made by the Customer with regards to the specification of the Bespoke Goods and, unless expressly agreed in writing, the Company gives no warranty that the Bespoke Goods are suitable for a particular purpose or for use under any specific conditions.

11. PROPERTY AND PASSING OF RISK

(a) Property in the Goods shall not pass to the Customer until the Customer has paid the whole contract price to the Company.

(b) The risk shall pass to the Customer as soon as one of the following occurs: (i) the Customer pays the full contract price; (ii) the Goods are actually delivered to the Customer or the Customer's nominated delivery address (Clauses 7 and 8 also refer); (iii) the Company advises the Customer that the Goods are ready for despatch and, for whatever reason despatch has not taken place within 14 days of such notification.

(c) Without prejudice to (b) if the Goods or any item thereof are lost, damaged or destroyed from any cause whatsoever - including negligence of the Company, its employees or agents - whilst still in the possession of the Company after risk has passed to the Customer then the Customer shall pay the reasonable cost of repairing or replacing the Goods and shall also remain liable to pay the price of the Goods in full.

(d) Until title to the Goods has passed to the Customer, the Customer shall: (i) store the Goods separately from all other goods held by the Customer so they remain readily identifiable as the Company's property; (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (iii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of Delivery; (iv) notify the Company immediately if it becomes subject to: (I) its entering into administration, provisional liquidation or any composition or arrangement with its creditors (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 (II) it suspends or threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or (III) its financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the contract has been placed in jeopardy (**Insolvency Events**); (v) give the Company such information relating to the Goods as the Company may require from time to time.

(e) If before title to the Goods passes to the Customer the Customer becomes subject to any of the Insolvency Events, then, without limiting any other right or remedy the Company may have the Company may at any time: (i) require the Customer to deliver up all Goods in its possession that have not been irrevocably incorporated into another product; and (ii) 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.

12. INTELLECTUAL PROPERTY RIGHTS

(a) All patents, rights to inventions, trade marks, copyright, business names, domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs and confidential information (**Intellectual Property Rights**) in or arising out of or in connection with the Goods shall be owned by the Company or an applicable third party. The Customer acknowledges that in respect of any third party Intellectual Property Rights in the Goods, the Customer's use of any such Intellectual Property Rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to licence such rights to the Customer.

(b) The Customer irrevocably agrees that it shall not alter, obliterate or remove any Intellectual Property Rights applicable to the Goods nor use any such Intellectual Property Rights in advertising without the prior written consent of the Company.

13. DATA PROTECTION

The Company undertakes to comply with the Data Protection Act 1998 and any replacement legislation from time to time in force including, but not limited to, the General Data Protection Regulation (Regulation (EU) 2016/679) to the fullest extent necessary. See the Company's Privacy Policy for more information about how the Company uses the Customer's data.

14. LEGAL CONSTRUCTION

(a) The contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

(b) Subject to (c) below, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract or its subject matter or formation.

(c) The Company may, without giving any notice to the Customer, elect to proceed using the courts in Scotland, Northern Ireland or any other jurisdiction to settle any action which may be lawfully brought against the Customer.

15. INDEMNITY AND CONSEQUENTIAL LOSS/DAMAGE

(a) Nothing in these Conditions shall limit or exclude the Company's liability for: (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or any other liability which cannot be excluded by applicable law.

(b) Subject to clause (a): (i) the Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract; and (ii) the Company's total liability to the Customer in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total price of the Goods as set out in the contract to which the liability relates.

(c) The Customer shall indemnify the Company against any claims made by a third party arising directly or indirectly from the contract to the extent that the Company's liability is limited to the relevant clauses contained within these Conditions.

16. TERMS OF PAYMENT

(a) Unless otherwise agreed and arranged (e.g. cash with order/cash on delivery/Proforma invoice), invoices are rendered to the Customer with credit accounts and become due for payment by the end of the month following the date of invoice and time of payment shall be of the essence. Payment shall be made by the method specified in the invoice.

(b) Unless otherwise agreed in writing, a cash deposit, which is non-refundable, must be paid by the Customer to the Company before delivery takes place.

(c) Special discount may be offered for earlier settlement than as set out in (a) above but this may be varied or discontinued at the Company's discretion.

(d) The Company's terms of payment must be strictly observed. If any sum is not paid by the due date or if before such due date the Customer is unable or unwilling to make

such payment in full, then the Company (without prejudice to any rights or remedies it may have): (i) suspend Delivery under all or any contracts with the Customer; and/or (ii) charge the Customer interest at the rate of 2% above the Bank of England's minimum base lending rate; and/or (iii) the Company shall have the right to terminate the contract and take appropriate action to recover the relevant Goods at the Customer's expense and/or damages for any breach of contract by the Customer.

(e) The Customer shall pay all amounts due under the contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).

(f) If the Customer fails to pay an instalment on the due date then the whole amount of the outstanding balance owing to the Company by the Customer shall become immediately due and payable and interest on such balance will be charged and immediately payable at the rate of interest as set out above.

17. PRODUCT PERFORMANCE

(a) Performance figures, if given, are such as may be expected to be attained on test upon completion of correct installation in accordance with accepted and good engineering practice.

(b) They are subject to reasonable tolerances and adequate time and opportunity must be given to comply with such performance figures. The Company makes no representations, express or implied, in respect of the performance figures and, subject to section 2 of the Unfair Contract Terms Act 1977, the Company shall not be liable whether in contract or otherwise, for any loss or damage howsoever arising from placing reliance on them.

18. COUPLING OR INSTALLATION OF OTHER PRODUCTS

The proper engineering application and installation of each project involving Goods supplied by the Company is the responsibility of the relevant trade purchaser/contractor and/or equipment manufacturer and not of the Company. The Company makes no representations, express or implied, as to the suitability of the coupling of such products to any other products and all warranties and conditions are hereby excluded.

19. WARRANTY & IMPLEMENTATION

(a) The Company's warranty is applicable to the UK and Eire only and for the benefit of the Customer only. It is complementary to and does not diminish statutory and legal rights. The Company will expect reasonable access to enable examination of equipment supplied by the Company which is the subject of a warranty claim. This may be required where, in certain instances, failure of equipment cannot be substantiated as having been caused by manufacturing or material faults.

(b) Where the Customer is the end user only, the following shall apply: (i) installation of the Goods must be conducted by an authorised agent of the Company; (ii) unless expressly agreed by the Company in writing at the time of the Order, a one year warranty is applicable on new Goods and a six month warranty is applicable on used and demonstration Goods purchased from the Company on installation, labour and major parts but the warranty excludes consumable items including rubber seals, lubricant, sanitiser, check rings, electrical switches etc. When this period has elapsed, service will be charged at the Company's current rates; and (iii) the warranty on both parts and labour is conditional upon the Customer expressly undertaking to carry out all cleaning and maintenance procedures in accordance with the manufacturer's recommendations and any defects must be notified immediately. Warranties are not transferable.

(c) Where the Customer is not the end user but a dealer, distributor or manufacturer (referred to in the clause as a Trade Purchaser), it shall be the responsibility of the Trade Purchaser selling equipment supplied by the Company (and not of the Company) to undertake work required to honour the Company's warranty on all Goods sold by that Trade Purchaser. Provision for in-warranty labour should be included in such Trade Purchaser's selling price.

(d) In the case of new finished products (including new compressors) the Company will (at its option) replace or repair any component(s) thereof provided to its satisfaction to be defective due to faults in material or workmanship within a period of twelve calendar months from date of installation or fifteen months from date of despatch by the Company, whichever shall be the shorter period. All labour, material, travel and carriage costs involved affecting such replacement(s) or repair(s) shall be the responsibility of the Customer, not of the Company. Replacement parts supplied under such finished product warranty shall inherit the unexpired portion of the warranty period. Parts supplied for out-of-warranty equipment to carry warranty for 6 months from date of despatch.

(e) Replacement components required under the Company's warranty will be despatched against official orders only and on a chargeable basis. The speediest method of transportation available to the Company at the time will be used; carriage and VAT charged extra. When a replacement part has been fitted to the relevant in-warranty equipment supplied by the Company, the replaced parts should be returned to the Company's address, complete, under cover of an official advice note. It is essential that the following information is included so that warranty status can be determined and, if the claim is validated, a credit issued to the Customer with minimum delay: (i) correct name and address of sender; (ii) serial number of the complete equipment; (iii) installation date of the complete product or replacement part; (iv) reason for warranty claim and circumstances of failure; and (v) invoice number against which the complete product was supplied and, if relevant, the replacement service part invoice number.

20. PRINCIPAL EXCLUSIONS FROM WARRANTY

None of the warranties described under (19) above shall apply to:

(a) Any defect which, in the opinion of the Company, has arisen as a result of operator error, fair wear and tear, misuse, misapplication, incorrect installation, neglect (including of regular maintenance/checking), fluctuation/interruption/failure of electricity or water supply, transportation or removal after original installation, or accident.

(b) Any defect not immediately notified to the Company or its authorised trade distributor;

(c) Any products supplied by the Company and installed outside of Great Britain, Northern Ireland, Isle of Man, Eire and the Channel Islands;

(d) Products which have been tampered with or repaired by any unauthorised or unqualified person;

(e) Conditions of Warranty and representation expressed by unauthorised persons purporting to act on behalf of the Company;

(f) Any products/component which has had its Model/Serial plate removed or tampered with.

21. COMPANY'S LIABILITY FORCE MAJEURE, ETC.

"**Force Majeure Event**" an event or circumstance beyond the Company's reasonable control (including, but limited to, strike, lockout, protest or other industrial dispute, fire, explosion, epidemic, flood, storm, temper, Act of God, stoppage or substantial interference with transport or substantial interference with gas, water or electricity, prohibition of import or export, Government decree or requirement whether local or national, riots, wars, act of terrorism, civil commotion or any other contingency of any kind whatsoever).

The Company shall not be in breach of contract nor liable for any delay in performing, or failure to perform, any of its obligations under this contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance exceeds six calendar months either party may cancel the remainder of the contract. Upon such cancellation, the Company shall be paid fair compensation for work done and for commitments entered into for the purposes of performing the Contract before the date of cancellation.

