

Nostrand Ltd Terms and Conditions of Sale

Terms and Conditions of Trading ("Conditions") of **Nostrand Limited**, a private limited company (registration number 11469157) whose registered address is 20-22 Wenlock Road, London, N1 7GU, and whose principal place of business is 52 Chancellors Road, Newry, BT35 8PX, N. Ireland.

These Terms will apply to any contract between us for the sale of Goods and/or Services ("Products") to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from us. Any terms and conditions that you purport to apply under any purchase order, confirmation order or any other document will not apply to the Contract.

1. Interpretation

1.1 These Conditions apply to all contracts with Customers ("**Customer**" "**You**" "**Your/s**") for the supply of goods ("**Goods**") and the provision of services ("**Services**") by Nostrand Limited. ("**Supplier**" "**Us**" "**Our/s**").

1.2 In these terms and conditions a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2. Basis of Contract

2.1 Orders for Goods and/or Services may be placed in writing, by telephone or by email, but in all cases will be subject to these terms and conditions.

2.2 The Contract overrides any other previous statements, promises, representations and undertakings given or made by Us in relation to the subject matter of the Contract which are not set out in the Contract including brochures, specifications and advertising and the Contract excludes all such items and all other terms not set out in the Contract, including those implied by trade and/or custom and practice (and you acknowledge, in respect of each of the foregoing, that you have not relied on the same).

2.3 We reserve the right to make changes to the Goods and/or Services necessary to comply with applicable law or safety requirements, or which do not materially affect the nature or quality of the Goods and/or Services.

3. Price/Payments and Credit Terms

3.1 The price for the Goods and/or Services will be as notified to You. VAT will be charged in addition.

3.2 We may invoice You for the Goods and/or Services on or at any time after the completion of Your order.

3.3 You shall pay the invoice in full and in cleared funds by the date stated on the invoice. Payment shall be made to the bank account nominated by Us. Time of payment is of the essence.

3.4 You 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).

3.5 Subject to clause 3.6, You shall pay Us the price quoted for the Goods and/or Services (as applicable) in accordance with the relevant invoice issued by Us, by the method agreed by us on or before delivery of the Goods and/or performance of the Services (as applicable). If you fail to do so, We may decline to deliver the Goods and/or perform the Services.

3.6 If you have an approved credit account with Us, You shall pay Us the price quoted by the method agreed by us within the credit terms as stated on Our invoice following delivery of Goods/performance of Services (as applicable) unless otherwise agreed in writing by Us.

3.7 We may, in Our absolute discretion, decline any application for a credit account and We are not obliged to give any reason for such decision.

3.8 In the event that We agree credit terms with You, We may, in Our absolute discretion, and without liability to You, at any time and without notice, withdraw or reduce your credit facilities with Us.

3.9 By placing an order with Us or applying for a credit account, You:

3.9.1 consent to Us carrying out such credit referencing and other due diligence as it considers appropriate on an ongoing basis; and

3.9.2 agree that you shall, on request, provide Us with any and all information reasonably We reasonably request in relation to your business operations and/or finances in order to ascertain your creditworthiness.

3.10 If you fail to pay Us in full in accordance with clause 3.5, 3.6 or 3.8 (as applicable), We may suspend or cancel future deliveries of Goods and/or provision of services.

3.11 You shall pay Us interest and compensation calculated in accordance with the Late Payment of Commercial Debts. You do not have the right to set off any money You may claim from Us against

anything You may owe Us. While You owe money to Us, We shall have a lien on Your property in Our possession.

4. Specifications

4.1 Where We supply Goods or Services in accordance with your specifications, drawings, instructions or design ("Specification"), You shall ensure that the Specification is in writing, is accurate and is provided in good time in order for Us to fulfil Your order.

5. The Goods

5.1 All conditions warranties, terms undertakings and obligations implied by statute, common law, custom, trade usage or otherwise including in relation to correspondence with any contract descriptions, correspondence with any samples provided, fitness for purpose or quality are, to the extent permitted in law, excluded.

5.2 Where We are able to do so, We will transfer to You any warranty provided to Us by the manufacturer of the Goods. If You make a claim under the warranty, You will be responsible for returning the Goods to Us.

5.3 Where Goods are defective, We will either replace them or repair them free of charge (in Our absolute discretion). We will only do this if You notify Us of the defect within three days of delivery of the Goods and You then return the Goods to Us in their original condition within fourteen days of delivery.

5.4 We may, in Our absolute discretion, allow You to return any unwanted Goods to Us for credit or exchange for up to ten working days after delivery. Where We do agree that You may return any Goods this will be on the following conditions:

5.4.1 You must provide Us with the full details set out on any delivery note supplied to You or the invoice number.

5.4.2 Goods may only be returned if they are in a resaleable condition and have not been Used. Whether they are in a resaleable condition will be Our sole decision.

5.4.3 Goods must be returned in their original packaging and packaged in the same quantities and numbers in each box as were delivered to You.

5.4.4 Where We agree that You may return any Goods to Us, We reserve the right to charge You a restocking charge of 20% of the price of the Goods that have been returned.

5.4.5 You must obtain proof of return of the Goods to Us, unless You have done this, We will not be responsible for the Goods You are returning.

6. Intellectual Property Rights

6.1 The Intellectual Property Rights in any materials, Software and/or equipment, in whatever form, existing prior to the entering into of a Contract, or developed solely by one party entirely independently and unrelated to the Contract, shall be owned by the developing party.

6.2 The Intellectual Property Rights in any materials, Software and/or equipment, including drawings, designs, specifications or data, developed or produced by Us in pursuance of a Contract shall remain vested in Us or those parties who have granted Us a licence to use the Intellectual Property Rights, unless specifically agreed otherwise in writing at the time of entering into the Contract.

6.3 You acknowledge that all intellectual property rights in any design specifications, data sheets, test results or any other documentation supplied by Us relating the Goods shall remain with Us and You shall indemnify Us against all damages, penalties, costs and expenses in relation to any unauthorised use by You of such rights.

For the purposes of this clause 6, "Intellectual Property rights" means patents, rights to inventions, copyright and related rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist now or will subsist in the future in any part of the World.

7. Cancellation

7.1 We may suspend or cancel the Contract or any part of it, by written notice if:

7.1.1 You fail to pay Us any money when due (under the Contract or otherwise);

7.1.2 You suffer an Insolvency Event.

7.2 Subject to clause 7.2, You may only cancel the Contract or any part of it if We agree in writing and, in such circumstances, You shall pay Us the sums due for costs incurred up to cancellation, including:

- 7.2.1 any material, processing and manufacturing costs;
- 7.2.2 the price of bespoke Goods and/or Services;
- 7.2.3 costs of failed delivery attempts; and
- 7.2.4 any other costs related to the Contract which We have incurred.

7.3 “Insolvency Event” means if You go into liquidation or a winding up petition is presented in respect of you (other than for the purpose of a solvent bona fide reconstruction) and such petition is not discharged within 7 days of its presentation or an order is made for the appointment of an administrator or documents are filed for the appointment of an administrator or notice of intention to appoint an administrator is given by You, Your directors or a qualifying floating charge holder, or a receiver or administrative receiver is appointed over the whole or any part of Your assets of You propose to enter or make any arrangement or composition with Your creditors or make an application to a court for the protection of Your creditors in any way, are otherwise unable to pay Your debts (within the meaning of any relevant insolvency law) or are the subject of any similar event in any jurisdiction;

8. Delivery

8.1 We shall use reasonable endeavours to meet any performance dates and times specified in the Contract but any such dates and times including all delivery times are estimates only and time shall not be of the essence for delivery of Goods and/or performance of the Services.

8.2 If You accept delivery of the Goods or performance of the Services after any estimated delivery or performance time given by Us, delivery or performance will be deemed to have been in accordance with the Contract.

8.3 Delivery will be deemed to have taken place:

- 8.3.1 at Our premises when You collect the Goods; or
- 8.3.2 at the agreed delivery address, when You have unloaded the Goods (where We have agreed to arrange delivery).

8.4 We shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or Your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

9. Title and risk

9.1 Where We provide Goods, title to the Goods shall pass to You when We have received all sums due to Us under this Contract or any other Contract that You have with Us.

9.2 The Goods are at Your risk from the time of delivery in accordance with clause 9.

9.3 If You fail to pay any sums owed to Us for Goods or Services provided by the due date for payment in accordance with a relevant invoice, notwithstanding Our retention of title to the Goods under this clause 9, We have the right to take legal proceedings to recover the price of Goods/Services supplied together with interest.

10. Force Majeure

10.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract where such failure or delay is caused by a Force Majeure Event.

10.2 If We are unable to perform Our obligations to You under this Contract (or are only able to perform them at unreasonable cost) because of a Force Majeure Event, We may, without liability to You, cancel or suspend any of Our obligations to You on giving You notice. If the Force Majeure Event continues for a period of 90 days, You may terminate the Contract on notice and without liability.

11. Limitation of liability

11.1 Nothing in these Conditions shall limit or exclude Our liability for:

- 11.1.1 death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors (as applicable); or
- 11.1.2 fraud or fraudulent misrepresentation; or
- 11.1.3 any matter in respect of which it would be unlawful for Us to exclude or restrict liability.

11.2 Subject to clause 11.1:

- 11.2.1 We shall under no circumstances whatever be liable to You, 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
- 11.2.2 Our total liability to You 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 price of the Goods and/or Services paid by You in the 12 months preceding such liability or £100,000 whichever is the lower sum.

11.3 You are responsible for ensuring that:

11.3.1. the Specification is complete, accurate and fit for Your purposes; and

11.3.2. the Services provided are suitable for Your purposes.

12. General

12.1 Any waiver of a part of the Contract is binding only if it is made in writing and expressly states an intention to waive a part of these Conditions. Such a waiver shall not be deemed to be a waiver of any subsequent breach or default.

12.2 Any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed Us.

12.3 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

12.4 In order to perform this We may need to disclose Your personal information to relevant third parties. We shall comply with all relevant data protection legislation. All personal data shall be processed in accordance with Our Privacy Policy as amended from time to time.

12.5 If any of these clauses are found invalid, illegal, or unenforceable it will not affect the enforceability of any other clause and if it would be enforceable if amended, it will be treated as so amended and the amended clause will be deemed incorporated herein.

12.6 No contract between You and Us will create any right enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, or otherwise, by any person other Us and Our permitted assignees and You.

12.7 We may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of Our rights under the Contract and may subcontract or delegate in any manner any or all of Our obligations under the contract to any third party. You shall not, without Our prior written consent assign, transfer, charge, subcontract, or deal in any other manner with all or any of Your rights or obligations under the Contract.

12.8 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law and the parties irrevocably submit to the non-exclusive jurisdiction of the relevant courts.