



Magbroach (UK) Ltd.

TERMS AND CONDITIONS OF SALE

All sales of products by Magbroach UK Limited (company number 03837559), of Unit 1, Hardwick court, Holmewood., Chesterfield. S42 5SA ("SELLER") to any person or entity placing an order for products ("BUYER") shall be governed exclusively by these terms and conditions of sale ("Terms And Conditions") and any special terms or conditions reflected on the order confirmation, except only where SELLER and BUYER have entered into a supply agreement or customer contract or other binding agreement ("Existing Agreement") which governs the sale of products by Seller to the Buyer. For as long as there is an Existing Agreement in effect, the terms of the Existing Agreement will take precedence over the Terms and Conditions herein. SELLER rejects and objects to any terms or conditions put forward by BUYER that purports to add to or vary these Terms and Conditions.

(1) FORMATION OF CONTRACT

An order is deemed by SELLER to be an offer to purchase, which SELLER may accept or reject in SELLER'S sole discretion, including, without limitation, for credit reasons. A contract shall come into effect between SELLER and BUYER only (i) on SELLER's acceptance of an offer in writing communicated to the BUYER or, if not by written communication, (ii) by SELLER's shipment of the products ordered, and the contract includes and is strictly subject to these Terms and Conditions.

(2) COST OF DELIVERY, TAXES AND OTHER CHARGES

BUYER shall, in addition to the price, pay all costs of shipment and delivery of the products and all sales, use, excise or value added tax (VAT) or similar taxes, or other charges, which SELLER is required to pay, or to collect and remit, to any Government (national state or local) and which are imposed on, or measured by, the sale.

The BUYER shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and notifying to the SELLER the requirements of any such legislation or regulations requiring action on the part of the SELLER and for the payment of any duties in connection with the Products.

Any dates quoted for delivery of the Products are approximate only and the SELLER shall not be liable for any delay in delivery of the Products howsoever caused. Time for delivery shall not be of the essence. The Products may be delivered by the SELLER in advance of the quoted delivery date upon giving reasonable notice to the BUYER. The SELLER shall be entitled to make part delivery of the Products at any time.

(3) TRANSFER OF PROPERTY AND RISK OF LOSS

Products are sold Ex Works (Inco terms 2010) SELLER'S facility in Chesterfield, United Kingdom (unless agreed otherwise, or specified otherwise by Seller on the Order Confirmation) provided that SELLER retains title to all products sold to BUYER until SELLER receives payment in full of all amounts due in connection with the sale thereof. BUYER may only resell Products in which SELLER retains title in the ordinary course of BUYER's business activities. Until resale, BUYER must hold those Products separate from BUYER's own property and identifiable as SELLER's property. If BUYER is insolvent or in default of payments under these Terms and Conditions, or SELLER has concerns on BUYER's credit status, SELLER will be entitled to enter onto BUYER's premises to remove and reclaim the Products in which SELLER retains title.

BUYER must insure and keep insured against loss, theft, and damage all products delivered under retention of title, and must make the insurance policy available for inspection by SELLER on request.

(4) PRICE AND PAYMENT



The price for the products shall be the price set out in the SELLER's acceptance of the order, or, if no price is so stated, the price set out in the SELLER's published price list in force as at the date the contract came into existence. SELLER retains discretion to amend its published prices at any time.

All prices quoted are valid for 30 days only or such lesser period as shall be stated by the SELLER on the face of the relevant quotation, or order confirmation or until earlier acceptance by the BUYER, after which time prices may be altered by the SELLER without giving notice to the BUYER.

The SELLER reserves the right by giving notice to the BUYER at any time before delivery to increase the price of the Products to reflect any increase in the cost to the SELLER which is due to any factor beyond the control of the SELLER (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of tariffs or duties, significant increase in the costs of labour, materials or other costs of manufacture) or to any change in delivery dates, quantities or specifications for the Products which is requested by the BUYER, or any delay caused by any instructions of the BUYER or failure of the BUYER to give the SELLER adequate information or instructions.

BUYER shall pay invoices in full within 30 days of invoice date, unless otherwise agreed in writing. BUYER shall pay full, any reasonable costs of action, including legal fees and court costs incurred by SELLER in any action by SELLER to collect any amounts past due on invoices.

If the BUYER fails to make any payment on the due date then, without prejudice to any other right or remedy available to the SELLER, the SELLER shall be entitled to cancel the contract or suspend any further deliveries to the BUYER and to charge the BUYER for reasonable costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the SELLER as a result of such cancellation.

(5) PATENTS, TRADE MARKS and IP

SELLER reserves the right, without liability to BUYER other than refund of any portion of the price paid, to discontinue deliveries of any product, the manufacture, sale and/or use of which in the opinion of SELLER, would infringe any patents, trademarks or industrial design or other intellectual property right now or hereafter issued, registered or existing and under which SELLER is not licensed. The BUYER must obtain the SELLER's consent to use any of the SELLER's trademarks, logo, copyrighted information (including photographs, product descriptions) or other SELLER's information in the BUYER's promotional activities.

(6) PRODUCT WARRANTY

SELLER warrants that BUYER will obtain good title to the Products purchased once the price is paid by the BUYER. SELLER may provide product specific written warranties, as set out in SELLER's sales materials and/or as annexed hereto or referenced herein. Any product warranty shall only be valid if given by SELLER in writing and in relation to specific products manufactured by SELLER.

The warranty in this clause 6 does not extend to Products not manufactured by the SELLER, in respect of which the BUYER shall only be entitled to (i) the benefit of any such warranty or guarantee as is given by the manufacturer to the SELLER, and (ii) the warranty as to title in the first sentence of clause 6.

(7) DISCLAIMER OF WARRANTIES

The warranties set forth in clause 6 herein are the only warranties made by SELLER in connection with the product and the transactions contemplated as a result of this sale. SELLER HEREBY DISCLAIMS ANY OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY, TERMS OR CONDITIONS CONCERNING SATISFACTORY QUALITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE. BUYER cannot rely on any other warranties, express or implied other than those set forth IN CLAUSE 6. SELLER's sole



obligation for a remedy to BUYER for breach of warranty or otherwise shall be repair or replacement of non-conforming products, or at the option of SELLER, returns of the product and refund of the purchase price.

BUYER assumes all risk as to the result of the use of the products purchased, whether used singly or in combination with other substances. Any advice or recommendation given by the SELLER or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Products which is not provided in writing or confirmed in writing by the SELLER is followed or acted upon entirely at the Buyer's own risk, and accordingly, the SELLER disclaims all liability for any such advice or recommendation which is not so provided or confirmed.

(8) LIMITATION OF LIABILITY

Nothing in these Terms and Conditions shall limit or exclude the SELLER's liability for: (a) death or personal injury caused by its 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; (d) defective products under the Consumer Protection Act 1987; or (e) any matter in respect of which it would be unlawful for the SELLER to exclude or restrict liability. SUBJECT TO THE ABOVE, IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS SOLD HEREUNDER, OR FOR ANY LIABILITY OF BUYER TO ITS CUSTOMERS OR TO ANY THIRD PARTY WITH RESPECT THERETO.

The SELLER's total liability to the BUYER in respect of all other losses arising under or in connection with these Terms and Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% of the price of the products in respect of which damages are claimed.

BUYER shall inspect the products for nonconformity promptly upon receipt.

Failure by BUYER to give SELLER written notice of claim within 30 days from date of delivery or, in the case of non-delivery from the date fixed for delivery, shall constitute a waiver by BUYER of all claims in respect of such products.

Any action for breach of this contract (other than for non-payment of the purchase price) must be commenced within one year after the occurrence of the breach.

(9) EXCUSES FOR NONPERFORMANCE

If the manufacture, transportation, delivery, or receipt by either party of any products is prevented, restricted or interfered with by reason of any event or cause whatsoever beyond the reasonable control of the party so affected, such party shall be excused from making or taking deliveries hereunder to the extent of such prevention, restriction or interference, and neither party shall be liable to the other for default or delay in performing its obligations, except payment obligations. If by reason of any such event or cause, the quantities of products, or of any materials used in the production thereof, reasonably available to SELLER shall be less than its total needs for its own use and for sale, SELLER may allocate its available supply of any such products among its existing or prospective purchasers and/or its own departments, divisions and subsidiaries in such manner as SELLER deems proper, without thereby incurring liability to BUYER for failure to perform this contract.

(10) RIGHTS OF SELLER

If, in SELLER'S judgment, BUYER'S credit shall become impaired at any time, SELLER may decline to make deliveries hereunder except upon receipt of cash payments in advance or security or other proof of responsibility satisfactory to SELLER. If BUYER fails in any way to fulfil the terms and conditions hereof, SELLER may defer further deliveries until such default is corrected. Remedies provided herein shall be in addition to, and not in lieu of, other remedies that may be available to SELLER.



(11) LAW APPLICABLE

This contract between BUYER and SELLER is to be construed, and the respective rights and duties of BUYER and SELLER are to be determined, according to the laws of England, without regard to principles of choice of law. The BUYER and SELLER each irrevocably submit to the exclusive jurisdiction of the courts of England.

(12) NON-ASSIGNABILITY

This contract between BUYER and SELLER is not assignable or transferable by either party, except to its successor or to the transferee of all or substantially all the party's assets to which this contract relates. However, SELLER may assign or sub-contract its obligations under this contract in whole or in part to any company in the ATA Group.

(13) GOVERNMENTAL LAW AND REGULATIONS

SELLER and BUYER each agree, to the extent applicable to their respective obligations hereunder, to comply with relevant laws, rules, and regulations in force at the time including but not limited to (a) the Bribery Act 2010 (UK), the Foreign Corrupt Practices Act (and other similar legislation of foreign nations applicable to that party,); BUYER represents and warrants that it has not violated the Bribery Act 2010 or the FCPA (where applicable) and will not pay anything of value to any person to obtain or retain business in connection with the resale of SELLER'S products); (b) employment law, including any applicable modern slavery and minimum wage legislation (c) environmental law (d) export control regulations and trade sanctions (e) confidentiality and trade secret law

Confidentiality: BUYER represents and warrants it will not use the confidential or trade secret information of any third party in connection with or in relation to the sale of SELLER'S products.

(14) CANCELLATION & TERMINATION

If BUYER has and exercises a right to terminate any order, BUYER shall pay the costs incurred by SELLER up to the date of termination, including, but not limited to, the costs to manufacture the subject products or the costs to return or cancel any products ordered from a third party. If any order is cancelled by SELLER for BUYER'S default, the full agreed price remains due and payable to SELLER.

Either party may immediately terminate a contract entered into pursuant to these Terms and Conditions by giving the other party written notice if that other party becomes insolvent, makes composition with either of their creditors, has a receiver or administrator of either of their undertakings or the whole or a substantial part of either of their assets appointed, or an order is made, or an effective resolution is passed, for either of their administration, receivership, liquidation, winding-up or other similar process, or has any distress, execution or other process levied or enforced against the whole or a substantial part of either of their assets (which is not discharged, paid out, withdrawn or removed within 28 days), or is subject to any proceedings which are equivalent or substantially similar to any of the foregoing under any applicable jurisdiction, or ceases to trade or threatens to do so.

(15) MISCELLANEOUS

(a) No waiver by SELLER of any term, condition or breach by BUYER shall constitute or be deemed to be a waiver of any other term, condition or breach of any other instance of noncompliance with the same term or condition or any other such breach, whether prior or subsequent thereto. No waiver shall be deemed to occur as a result of the failure of any party to enforce any contractual term or condition.

(b) Each provision hereof shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be unenforceable, such provision shall be ineffective only to such extent, without otherwise invalidating such provision or any other provisions hereof.



The paragraph headings are for convenience only and shall not be used in interpreting or construing these terms and conditions or any contract arising there from. Except where there is an Existing Agreement, these Terms and Conditions (together with any special terms or conditions set out on the order confirmation) constitute the entire agreement between the parties with respect to the purchase and sale of products and supersede all prior oral or written proposals, representations or commitments. Each party acknowledges that, in entering into these Terms and Conditions, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to these Terms and Conditions or not) other than as expressly set out in these Terms and Conditions. Nothing in this clause 15 shall limit or exclude any liability for fraudulent misrepresentation.

(c) SELLER shall have a right to set-off any amounts owing by SELLER to BUYER against amounts owing by BUYER to SELLER. BUYER shall have no right of setoff, and no deduction of amounts due from BUYER to SELLER shall be made without SELLER's express written approval.