

GENERAL SALES CONDITIONS TRIMO d.o.o. 5/2022 – UK

1. INTERPRETATION

In these conditions (“Conditions”):

“**We**”, “**Us**” “**Our**”, or “**Seller**” means Trimo d.o.o., a company registered in Novo mesto, Slovenia with its office at Prijateljjeva cesta 12, Trebnje, Slovenia;

“**You**”, “**Your**”, or “**Buyer**” means the buyer (being any person, firm or company that buys Our goods);

“**Contract**” means the contract and/or Order confirmation between You and Us for the sale and purchase of Our goods;

“**Order Confirmation**” means the document listing the goods which You are buying from Us;

“**Relevant Warranty Statement**” means the warranty applicable to the goods concerned in the terms provided by Us to You most recently after delivery;

“**Relevant Warranty Period**” means the period or periods applicable to the goods (as set out in the Relevant Warranty Statement);

“**Trimo Group**” means Us and Our ultimate holding company and all subsidiaries of such holding company from time to time;

“**Trimo Products**” means goods manufactured by Trimo or a company in Trimo’s Group; and

“**Trimo UK**” means Trimo UK Limited, a company registered in England with company number 04177866 having its registered office at Highview House 1st Floor Tattenham Crescent, Epsom, Surrey, England, KT18 5QJ;

“**working day**” means a day, other than a Saturday, Sunday or public holiday in England.

2. TRIMO’S SALES SUPPORT

2.1. The Trimo Group’s catalogues, instruction leaflets, manuals, drawings, specifications and price lists (“Information”) do not constitute an offer to You to form a Contract. We reserve the right to correct any error or inaccuracy in the Information without any liability to You.

2.2. Software packages, standard specifications, CAD files and other materials provided by the Trimo Group on any website or delivered to You are only to assist in project illustration and are not to be relied upon for specifying or designing any application of goods or transporting, storing, assembling, installing, using or maintaining any of goods.

2.3. If the Trimo Group provides You with any information about any of the goods, that is general guidance only and is not part of the Contract. The Trimo Group does not assume any duty of care in relation to such information and does not accept responsibility for any errors or omissions unless and to the extent that such information was part of consultancy services set out in Your order and was provided by Us negligently.

3. THE CONTRACT

3.1. We are the seller of the goods and, accordingly, the Contract will be between Us and You. Where Trimo UK is involved in the formation of a Contract it does so on Our behalf and as Our agent and, subject to Condition 13.5, Trimo UK shall not be a party to the Contract.

3.2. Unless there is a variation under Condition 3.3, the Contract will be on these Conditions only, to the exclusion of any other terms and conditions (including any terms and conditions which You purport to apply under any purchase order, confirmation of order, specification or other document). Your terms and conditions shall not apply to the Contract.

3.3. A change to these Conditions will only be valid if it is in writing and signed by authorised person/representative(s) of Trimo d.o.o..

3.4. If We give You a quote, it is not an offer and there will not be a Contract between Us until You place an order and Your order is accepted by Us. Orders are not accepted until the earlier of: (a) You receive a written Order Confirmation from Us and return it signed by You to Us unamended and without any changes; (b) We deliver the goods to You; or (c) We start to adapt any of Our standard products in accordance to Your specification. We reserve the right to insist on written orders which reference Our quote number, but if We agree to act upon a verbal order, acceptance of that order shall occur in the manner described above. Our quotes are valid for the period which is determined in the quote. You cannot cancel an order after We have accepted it unless authorised person/representative(s) gives written agreement for cancellation. If You do cancel Your order You shall pay Us in full for any losses, We incur as a result and compensation for our loss of profit. The Buyer must sign and return the Order Confirmation to the Seller within 3 working days from receipt in order for the Seller to guarantee the terms and conditions in the Order Confirmation. If the Seller receives the Order Confirmation from the Buyer outside the time limit of 3 working days, the Seller shall have the right to reject the late Order Confirmation.

3.5. You are responsible for ensuring that You order goods which are suitable for Your requirements and intended use, and that the goods comply with all relevant statutory and regulatory requirements of the UK, EC and country of end use. However, We may make any changes to the specification of the goods which do not materially affect their quality or performance.

- 3.6. You must make sure that all necessary details relating to the goods are contained in Your order. You are responsible for ensuring that Your specification sheet, drawings, designs and/or specifications are accurate. Drawings, designs, specifications and particulars of weights, volumes and dimensions which We prepare for the purposes of quotes are illustrative only, and the details in Our published information and materials relating to the goods will prevail if different. We will supply goods in standard sizes except where You specifically state in Your order that there must be precise conformance to dimensions and details stated in the order.
- 3.7. The goods are those listed in Your specification sheet or (if different) in Our Order Confirmation. You should check that the list of the goods is correct and complete upon receipt of the Order Confirmation. We will not be liable to You for any resulting losses if You do not draw to Our attention any inaccuracies or discrepancies in the Order Confirmation.
- 3.8. If We manufacture the goods or apply any process to the goods in accordance with Your specification, You shall indemnify Us on demand against all loss, damages, costs and expenses awarded against or incurred by Us in connection with, or paid or agreed to be paid by Us in settlement of, any claim for infringement of any patent, copyright design, trade mark or other relevant industrial or intellectual property rights of any third party which results from Our following Your specification.
- 3.9. You are required to comply with and to ensure that any third party appointed to maintain or install the goods on your behalf complies with all instructions for maintenance and installation of the goods as provided by Us or as available on our website <https://www.trimo-group.com/en/downloads/technical-documents> ("Instructions"). We take no responsibility for any damage caused to the goods as a result of Your failure to comply with the Instructions.

When assembling panels or carrying out other activities, which involve goods ordered from Us, the Buyer shall be obliged to strictly observe the prescribed tolerances of the load-bearing structure in any relevant legislation, rule or regulation, including but not limited to IFBS PA 09 Guideline – Performance Tolerances in Light Metal Construction and other technical documents of the panel manufacturer Trimo and the manufacturer of fastening materials in order to prevent or reduce optical deviations. When using Trimoterm Invisio panels with a hidden multipole system and the use of paint from three colour groups, visual deviations are possible in the places of fasteners, for which the Seller is not responsible and the Buyer accept that it cannot make any claim against Us in this regard and will not be entitled to any refund.

In relation to the executed Trimo facades the Buyer must ensure that any work is carried out in accordance with the IFBS GL 07 Guideline – Observation of Deviations.

4. PRICE AND PAYMENT

- 4.1. The price for the goods shall be as listed in Our quotation. Unless We specify otherwise in writing, all Our prices are given on a Delivered at Place (DAP) building site basis. The price agreed is valid for the conditions agreed in the Order Confirmation. The Seller is entitled to change the price and delivery terms in case of any changes in quantities, designs, method of delivery (including, but not limited to change of Incoterms), specific properties or the intended use of goods, delays and postponements applied by the Buyer or for which the Buyer is responsible. The Seller shall also be entitled to the refund on demand of all costs incurred (also costs due to multiple organisation of work in the process) and the damage caused by subsequent changes in the order of the Buyer.
- 4.2. In addition to the price applicable, You must pay all value added tax, any other taxes, levies, imposts or duties.
- 4.3. Where We agree to deliver the goods, You must pay for transport costs, packaging costs, insurance costs and loading and unloading costs.
- 4.4. You will have to pay an additional delivery charge (which We will tell You about) if You want Us to deliver the goods outside normal working hours (these being Monday to Friday 8am to 5pm) local time at the place of delivery.
- 4.5. We may revise Our quotation from time to time, but subject to otherwise stated in these Conditions, We will only increase the price for a particular Contract between the date of Your order and when We deliver the goods if:
 - 4.5.1 There is an increase in the cost of raw materials, labour and/or other production costs, changes in the types or rates of tax contributions, customs or levies, any foreign exchange fluctuations or currency regulation; or
 - 4.5.2 You introduce any special or additional terms as to the packaging or delivery arrangements (including, but not limited, to suit specific building site conditions).
- 4.6. We will be entitled to invoice You at any time on or after acceptance of Your order.
- 4.7. You must pay Our invoices in full in pounds sterling, or any other currency We stipulate in the Order Confirmation, no later than 30 days from their date to an account specified in writing from time to time to the Buyer PROVIDED THAT you provide suitable payment insurance, being either a third-party guarantee [or insurance policy] or a letter of credit. If you are not able to arrange a third-party guarantee or letter of credit, we may, at your cost and at our absolute and sole discretion arrange insurance in our name with a third-party insurance company. Such insurance can be withdrawn at the discretion of the insurance company and in such circumstances, we will withdraw any credit we have extended to you and You must immediately pay Us all monies which You owe Us under the Contract. All other invoices are due on the date of the invoice and must be paid to an account specified in writing from time to time in writing. You must not default or withhold or set off any money from any payment You make to Us.
- 4.8. Time for payment shall be of the essence. The place of fulfilment of the obligation to pay shall be considered

to be the place of the registered office of the Seller Trimo d.o.o. (Trebnje, Slovenia). Payment will only be deemed to have been received by Us when We have received cleared funds in Our account. If You do not pay Us on the due date then, without affecting any of Our other rights or remedies, we can do any or all of the following:

- 4.8.1. cancel the Contract or suspend any further deliveries of the goods to You; and/or
- 4.8.2. retain all payments already made by You and demand all unpaid sums in relation to the goods; and/or
- 4.8.3. charge You interest under the Late Payment of Commercial Debts (Interest) Act 1998 on the amount that You have not paid whether before or after judgement and/or
- 4.8.4. refuse to accept a new order for goods from You or anyone in your group and/or
- 4.8.5. The Seller has the right unilaterally to set out new delivery dates, prices and other conditions.
- 4.9. You must pay Us all money which You owe Us under the Contract, when the Contract is ended for whatever reason.
- 4.10. Cancellation of the order or partial order is possible only with the express written consent of the Seller. In case of cancellation of the order and in case of unjustified withdrawal of the Buyer from the order, the Buyer shall indemnify Us on demand against all loss, damages, costs and expenses in addition to a cancellation fee of 10% of the invoice amount of the cancelled order.

5. DELIVERY

- 5.1. The delivery date will be detailed within the Order Confirmation or as otherwise agreed between You and Us in writing and is at all times subject to receipt of the following exact specifications, panel lengths, quantities, colours and positioning of the goods in situ from You:
 - 5.1.1. in respect of Trimoterm products, no later than 4 weeks before dispatch of the goods;
 - 5.1.2. in respect of Qbiss products, no later than 6 weeks before dispatch of the goods;and Time for delivery shall not be of the essence, all such dates are estimates only. We are not responsible if there is any delay in delivery of the goods except if caused by Our gross negligence. We will not be responsible for any delays caused by any third party directly or indirectly involved with the transportation of the goods or supplying any materials required to manufacture the goods and any delays so arising will be notified to You within a reasonable time period.
- 5.2. If no delivery dates are specified within the Order Confirmation, delivery will be within a reasonable time as notified by Us to You.
 - 5.2.1. "Delivery" occurs when the goods are collected by You at Our premises, which shall then be the place of performance (as set out below) at any time after We notify You by e-mail to an address, which you have provided Us with that the goods are ready for collection or, if some other place has been agreed by Us, by Us delivering the goods to that place. Place of performance – delivery of goods is the registered office of the Seller Trimo d.o.o. (Trebnje, Slovenia) or the location of the Seller's external warehouse, unless We have expressly agreed otherwise in writing.
- 5.3. If (1) You request that delivery be postponed (2) You fail to take delivery of the goods (within such time as we notify to you in writing or, if no particular time is stated, a reasonable period of time), (3) You fail to provide us with any other instructions which are relevant to the supply of the goods, including but not limited to correct specifications, panel lengths, quantities, colours and positioning of the goods in situ; (4) We do not receive adequate delivery instructions from You a reasonable period in advance of the time stated for delivery; or (5) You fail to make payment on time then on and after the date stated for delivery: (a) risk of damage to or loss of the goods (including for loss or damage caused by Our negligence) will pass to You; (b) the goods will be deemed to have been delivered; (c) We may store the goods until actual delivery and charge You for all related costs of storage (including any insurance We effect, though We shall not be obliged to insure) and costs associated with redelivery; (d) We may sell the goods at the best price readily obtainable and charge You for any shortfall below the price under the Contract; (e) without affecting any of Our other rights or remedies We may cancel the Contract or suspend any further deliveries of those goods or other goods to You; (f) we reserve the right to issue an invoice for 40% of the goods as detailed in the Contract (such sums representing the value of the raw materials to be incorporated in the goods) and You will be required to settle this invoice in full before we rearrange delivery; (g) we may charge you a delay fee of 0.5% of the price set out in the Order Confirmation to retain your space in the production process; and/or (h) where you have provided a guarantee or a letter of credit in accordance with clause 4.7, we require you to increase the level of credit under such documentation to reflect any increase in charges incurred by us as a result of cancellation or redelivery of the goods; (i) we may redefine the price and delivery terms, regardless of the validity of the prices specified in the offer, (j) we may terminate the contract;.
- 5.4. In the event that Incoterms parity FCA Trebnje is used the Buyer shall accept the quantity and quality of goods before they are loaded onto a means of transport. The Buyer shall announce the take-over latest 3 days before the foreseen take-over and inform the Seller how many and what dimensions of trucks to send for loading, and the Seller shall then send the appropriate loading code to the Buyer. If the Seller's loading capacity is exceeded, the Seller shall have the right to unilaterally change the time of loading and in this case the Seller shall not be liable for any costs or damage caused to the Buyer. In case of Buyer's own transport it shall provide an adequate truck for transport suitable for the dimensions of the goods. Otherwise, the Seller shall be entitled to reject loading of the goods.

If We agree to arrange transport on Your behalf to a location other than Our Premises:

 - 5.4.1 it is Your responsibility to make sure that suitable access, equipment and manual labour is available to un-

load the goods. IF IN THE CARRIER'S REASONABLE OPINION THESE ARE NOT AVAILABLE WE MAY REFUSE TO DELIVER THE GOODS AND THE COST OF ANY ABORTIVE DELIVERY WILL BE REIMBURSABLE BY YOU ON DEMAND;

- 5.4.2 You must complete the unloading of the vehicle within four (4) hours of its arrival and You are responsible for the goods from the point of unloading and thereafter;
- 5.4.3 You are required to follow Our instructions from time to time when unloading;
- 5.4.4 The Buyer must also determine the method of unloading at the latest when ordering transport. Where delivery takes place by road transport the Road Haulage Conditions of Carriage 2009 (or as amended) (the RHA Conditions) will apply and in the event of any conflict of inconsistency between the RHA Conditions, the provisions of these Conditions shall prevail. Where You change the delivery date for delivery by road transport after the Monday the week prior to the delivery date stated in the Order Confirmation or as otherwise agreed by Us in writing, We reserve the right to charge £200 per truck required for the delivery and all associated charges, costs and damages unincurred by Us as a result of such change.
- 5.4.5 The standard form of delivery of packages up to a length of 8 metres is by way of a fork lift truck. You shall confirm in writing in advance of delivery if any alternative method is required for delivery at the time of placing Your order. You shall be obliged to unload any packages in compliance with Our Instructions and pay attention to special instructions for packages longer than 8 metres.
- 5.5. Our record of the quantity of any consignment of goods made available for delivery shall be conclusive evidence of the quantity received by You on delivery.
- 5.6. Without prejudice to the effect of Condition 5.2, We shall have no liability for any non-delivery or shortfall in the quantity of the goods delivered unless You write to tell Us within 48 hours of delivery, and then We may at Our option (a) deliver the quantity of the goods required to remedy the shortfall or (b) issue a credit note to You against the invoice for the amount of the goods where there is non-delivery.
- 5.7. You must arrange inspection of the goods immediately on their delivery to Your premises or prior to collection from our premises and in all cases, before the delivery note/receipt is signed. Any visible or other damage to the goods upon arrival must be recorded on the delivery note/receipt before being signed and photographic evidence must be taken and submitted to Us in order for Us to consider any claim. The off-loading of the goods is Your responsibility and therefore any damage to the goods sustained during the off-loading storing and installation or other handling of the goods is not Our responsibility.
- 5.8. Where the goods are collected from Us, or our agents, you are required to ensure the transportation used to collect the goods are suitable for the goods to be collected. If in our reasonable opinion the transport vehicle will not provide safe carriage of the goods to enable them to arrive in good condition, We shall be entitled to reject the loading of the goods without any liability for Us, and the risk of accidental damage or destruction of goods shall in all circumstances pass on the Buyer on the day of the original collection
- 5.9. If the Buyer does not take delivery of the goods within 14 days from the original agreed delivery date, the Seller is entitled to charge 1% of sales value of the goods ready for delivery for each started week of delay as well as all other documented actual costs (external warehousing costs, transport to external warehouse, etc.) of the Seller incurred due to the delay of the Buyer when taking over the goods. In the event of the Buyer delaying taking delivery of goods the risk of accidental damage or destruction of goods shall pass on the Buyer on the day of the delay.
- 5.10. The Seller commits to Buyers for timely delivery in accordance with stipulation of these conditions only, when the Buyer has sent signed Order Confirmation in agreed time.
In the case of quantities larger than 1,500 m², the Seller shall have the right to divide the subject of the order into several series (batches) of sheets by facades / axes.

6. RISK IN AND OWNERSHIP OF GOODS

- 6.1. Subject to Condition 5.8 above and other provisions in these Conditions, where it is stated, when the risk passes, risk of damage to or loss of the goods shall pass to You in accordance with the relevant provisions of the INCOTERMS which relate to the Order.
- 6.2. Notwithstanding delivery and the passing of risk in the goods, or any other provision of these Conditions, You shall not own the goods, and We shall retain the title to the goods, until We have received from You full payment of the price of the goods in cash or cleared funds in Our account.
- 6.3. Until We have received full payment from You, You must:
 - 6.3.1 hold them on Our behalf (but without You owning them);
 - 6.3.2 store them (at Your cost) separately from all of Your other goods so that they can be identified as Our property;
 - 6.3.3 not destroy, deface or obscure any identifying mark or packaging on them; and
 - 6.3.4 maintain them in satisfactory condition insured on Our behalf for their full price against all risks to Our reasonable satisfaction and if We ask You to, produce the policy of insurance to Us. You shall obtain an endorsement of Our interest in the goods on the insurance policy, subject to the insurer being willing to make the endorsement.
- 6.4. You shall not use goods which remain Our property as security for any of Your debts.
- 6.5. Your right to possession of the goods shall end immediately and We can end the Contract under Condition 9 if:
 - 6.5.1 You are the subject of insolvency, administration, bankruptcy (or similar) orders, notices, proceedings, resolutions or arrangements in whatever jurisdiction or are unable to pay Your debts as they fall due or cease

- (or threaten to cease) to trade;
- 6.5.2 You breach the Contract or any other contract between Us and (if capable of remedy) fail to remedy the breach within 30 days after being required to do so by Our written notice; or
 - 6.5.3 You charge or encumber any of the goods or use them as security or
 - 6.5.4 the subject and conditions of delivery of goods have been changed significantly for reasons on the part of the Buyer or for which the Buyer is responsible.
 - 6.6. If We are owed any money by You, We (or Our authorised representatives or agents) may (in addition to any other rights We may have) enter any of Your premises on reasonable notice where the goods are or may be stored to inspect them or to repossess them and You grant to Us an irrevocable licence so to do. We shall also be entitled to an injunction to prevent You from selling or otherwise disposing of the goods and if You fail to pay any amount due under any Contract on the due date for payment, We shall be entitled to suspend provision of the goods under any other order or contract.

7. QUALITY

- 7.1. If You establish to Our reasonable satisfaction that any goods are not in accordance with the Relevant Warranty Statement (or for any goods for which there is no Relevant Warranty Statement, that the goods are not of reasonable quality), then Condition 7.2 or, as applicable, Condition 7.3 shall apply. We are not responsible for any damage to the goods arising after the delivery note/receipt has been signed and which are damaged in transport, in installation or used in conditions other than as advised by Us in the Instructions or otherwise.
- 7.2. When this Condition 7.2 applies, for Trimo Products, subject to the terms of the Relevant Warranty Statement, We will perform, or procure that a Trimo Group company performs, the obligations on Our part set out in that Relevant Warranty Statement.
- 7.3. When this Condition 7.3 applies, for goods other than Trimo Products, then our only obligation in relation to the quality of the goods will be limited to (to the extent possible) assign to You the benefit of the warranty from the third party supplier and use Our reasonable efforts (not including litigation or payment of money) to assist You to obtain the benefit of that such third party warranty. We shall have no other liability or responsibility in relation to such goods. Where this Condition 7.3 applies, for goods which do not have a Relevant Warranty Statement, We warrant that the goods are free from defects in design, material and workmanship and remain so for a period of 12 months following delivery. In the case of defective goods, We shall decide whether those defective goods are to be repaired, replaced or whether compensation will be provided for the defective goods at our sole discretion. In no case is the Seller responsible for the deviation of the colour tone of the surface between the panels and decorative or aluminium fasteners. Supplied elements that are not Trimo Products may be covered by the relevant manufacturer's warranty to the extent that the Buyer is able to make such claim under the relevant manufacturer's warranty directly from the such manufacturer.
- 7.4. You shall be solely responsible, to the entire exclusion of Us, for complying with all conditions of all third-party warranties and Relevant Warranty Statements.
- 7.5. Conditions 7.1 and, as applicable, Condition 7.2 or 7.3 (together referred to as "the Guarantee") shall not apply unless You give Us written notice containing complete details of the alleged defect within 48 hours from the date of delivery to the address to which the goods are to be delivered (as set out in the Contract) or (where a defect or failure would not be apparent on an initial thorough and proper inspection) within 5 days after the date when the defect became apparent.
- 7.6. You shall procure for Us and Our employees and agents safe and unrestricted access to Your premises or any site where the goods are stored or installed or incorporated into any structure, (together with such other facilities and information as We may reasonably require) to enable Us to ascertain or verify the nature and cause of the alleged defect and to carry out Our obligations under the Guarantee.
- 7.7. To ascertain or verify the nature and cause of the alleged defect, We are entitled to remove or take sample cut outs from goods to test. The results of those tests shall determine whether the relevant goods were in accordance with the Contract. We are under no obligation to repair or replace or refund any goods where We have not been given proper opportunity to ascertain and verify the nature and cause of the alleged defect in accordance with this clause.
- 7.8. We may give You written notice to immediately stop using of any of the goods in respect of which We have been notified of an alleged defect. If You fail to comply with that notice, We shall not be liable to You under this Condition 7 or the Relevant Warranty Statement or otherwise in relation to such goods. However, failure by Us to give such notice shall not make Us liable for any damage or losses which You suffer as a result of Your continued use of the goods after a defect or failure became apparent to You.
- 7.9. If We are obliged under the Contract or the Relevant Warranty Statement to provide replacement goods, ownership to any defective Products shall (if it has vested in You) re-vest in Us. You shall make any such arrangements as may be necessary to remove the defective goods but You must not dispose of any of the goods without Our prior express written consent.
- 7.10. The provisions of this Condition 7 shall apply to any replacement Products provided as described above.
- 7.11. The provisions of the Guarantee are in place of any other legal remedy which You have in respect of any alleged defect or non-accordance with specification and in place of any actual or implied condition, warranty, representation or undertaking of by Us as to the quality of the products or their fitness or suitability for any purpose (whether or not known to Us) and:
 - 7.11.1. Our liability shall in all cases and for all purposes be limited to the obligations imposed by the Guarantee;
 - 7.11.2. ANY OTHER CONDITION, WARRANTY, REPRESENTATION OR UNDERTAKING BY US AS TO THE

QUALITY OF THE PRODUCTS OR THEIR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT KNOWN TO US) WHICH MAY BE IMPLIED BY STATUTE, CUSTOM OF THE TRADE OR OTHERWISE IS EXCLUDED AND THE PROVISIONS OF SECTIONS 13 TO 15 OF THE SALE OF GOODS ACT 1979 SHALL NOT APPLY TO THE CONTRACT.

- 7.12. If You do not give Us notice of any alleged defect as referred to in the Relevant Warranty Statement You shall not be entitled to reject the goods and We shall have no liability for such defect or failure and You must still pay the purchase price to Us.

8. LIABILITY

- 8.1. Subject to Condition 8.4, You agree that neither Trimo UK nor any other Trimo Group company (except ourselves) shall have any liability or responsibility in connection with the goods, this Contract, your order and/or these Conditions.
- 8.2. NEITHER WE NOR ANY OTHER TRIMO GROUP COMPANY SHALL BE LIABLE TO YOU IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR FOR MISREPRESENTATION OR RESTITUTION OR FOR BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR FOR OF THE FOLLOWING (WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL): (A) LOSS OF PROFIT; (B) LOSS OF BUSINESS; (C) DEPLETION OF GOODWILL (D) LOSS OF OPPORTUNITY; (E) LOSS OF DATA; (F) LOSS OF USE; (G) LOSS OF CONTRACTS; (H) LOSS OF EXPECTED SAVINGS OR INTERRUPTION TO YOUR BUSINESS WHICH ARISES OUT OF OR IN CONNECTION WITH THE GOODS, THIS CONTRACT, YOUR ORDER AND/OR THESE CONDITIONS.
- 8.3. Subject to the other Conditions in this Condition 8, our total aggregate liability arising out of or in connection with the goods, this Contract, your order and/or these Conditions (whether for breach of contract, misrepresentation, misstatement or other tortious acts or omissions, including negligence or otherwise) shall not exceed the net contract value (Order Confirmation value). . In the event that the limit on liability described in the previous sentence is found to be unenforceable then, subject to Condition 8.4 below, We shall only be liable to You for up to the amount of unclaimed insurance that We have at the time of the liability.
- 8.4. Nothing in these Conditions shall:
- 8.4.1. limit or exclude Our liability for death or personal injury resulting from Our negligence, or the negligence of Our employees or agents or for fraud or fraudulent misrepresentation;
- 8.4.2. exclude the conditions and warranties implied by Section 12 Sale of goods Act 1979; or
- 8.4.3. impose on Us any liability in respect of any representation, suggestion or comment with regard to goods made by Us, Our employees or agents in the course of any negotiations between Us and You leading to the making of the Contract unless in the case of any such representation We have expressly agreed in writing that it shall be a term of the Contract.
- 8.5. Except in respect of any loss or damage caused by Our negligence, You undertake to indemnify Us on demand against any loss, costs, claims, damages, expenses, fees or other sums We may incur relating to Your breach of the Contract.

9. TERMINATION

- 9.1. We can end the Contract or suspend any further deliveries of the goods:
- 9.1.1. immediately if:
- 9.1.1.1. one of the events set out in Condition 6.5 applies; or
- 9.1.1.2. We reasonably believe that that one of the events at Condition 6.5 will apply; or
- 9.1.2. on not less than three weeks written notice to You.
- 9.2. On the ending of the Contract You and any connected or associated company (including any subsidiary, holding or other group company) must immediately pay Us all monies which You owe Us under the Contract and We may also exercise Our rights under Condition 6.6.
- 9.3. Changed circumstances
Subject to clause 4.5 if the Buyer notifies the Seller in writing that the fulfilment of obligations is made significantly difficult, or that the Buyer cannot perform the obligations in the Contract due to significantly changed circumstances outside the Buyer's control (but falling outside the circumstances set out in clause 11), the Buyer can request an amendment of the Contract if such circumstances appear after the conclusion of the Contract but before delivery has taken place, and if such circumstances makes the performance significantly more difficult or significantly less profitable because of an increase in raw material prices by more than 5%, change of ordered goods, delay in delivery times due to reasons on the part of the Buyer to such extent that it is evident that the performance of the Contract would materially reduce the benefit of the Contract for the Buyer. If the Seller accommodate the request made in accordance with this provision, the Buyer and Seller shall enter into negotiations in good faith to vary the Contract. If the parties do not agree on an amendment of the Contract within 3 weeks from the date, where the Buyer has notified the Seller, that it wishes to invoke this clause 9.3, the Seller may unilaterally withdraw from the contract without any liability to the Buyer, but the Buyer shall indemnify Us on demand against all loss (including but not limited to loss of profit), damages, costs and expenses associated with this provision being invoked.

10. EXPORT TERMS

- 10.1. Unless any special terms are agreed in writing between You and Us, where the goods are supplied other than to the United Kingdom You shall be responsible (at Your cost) for complying with any legislation or reg-

- ulations governing the importation of the goods into the country of destination (including obtaining relevant licences, permits and permissions) and for the payment of any duties (including taxes, customs duties, fees etc) and for supplying all relevant details to Us where delivery is to be made at Your premises.
- 10.2. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of INCOTERMS shall have the same meaning in these Conditions, but if there is any conflict between provisions of INCOTERMS and these Conditions, the latter shall prevail.
- 10.3. Unless otherwise agreed in writing between You and Us, the goods shall be delivered Delivered at Place (DAP) "Building Site" in accordance with the latest version of the INCOTERMS issued by the International Chamber of Commerce. We are under no obligation to insure the goods or provide you with notice to insure the goods under section 32(3) of the Sale of goods Act 1979 (as amended).
- 10.4. You are responsible for arranging testing and inspection of the goods at Our premises before shipment. We will not be liable for any claim for defects in the good which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

11. FORCE MAJEURE

We reserve the right to defer the date of delivery, to cancel the Contract, to reduce the volume of the goods ordered by You (without being in breach of the Contract or otherwise liable to You for any such failure, cancellation or delay in the performance of such obligations) if We are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control including, without limitation, strikes, lock outs or other industrial disputes (whether involving the workforce of Ours or of any other party), act of God, government actions, war riot, hostilities (whether war be declared or not), armed conflict, terrorist attack, terrorist activity, nuclear, chemical or biological contamination, sonic boom, civil commotion, invasion, revolution, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, power failure, breakdown of plant or machinery, fire, flood, storm, disease, epidemic, pandemic, default of suppliers or subcontractors, difficulties or increased expense in obtaining raw materials, labour, fuel, parts of machinery, or import or export regulations or embargoes. If the event in question continues for a continuous period in excess of 6 months either You or We shall be entitled to give each other written notice to end the Contract or with one week's notice.

12. CONFIDENTIALITY

- 12.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.
- 12.2. Each party may disclose the other party's confidential information:
- 12.2.1. to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.2.2; and
- 12.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3. Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

13. GENERAL

- 13.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address (including electronic mail) as may at the relevant time have been notified pursuant to this provision to the party giving the notice and may be delivered personally or by first class air mail letter. A notice shall be deemed to have been served (if personally delivered or in form of electronic mail) at the time of delivery or or (if sent by first class air mail letter) 96 hours after posting.
- 13.2. You cannot assign, transfer, charge or deal in any other manner with the Contract or any of Your rights under it, nor purport to do any of the same, nor subcontract any or all of Your obligations under the Contract without having obtained Our prior written consent.
- 13.3. We shall be entitled to assign Our rights under the Contract and sub contract any or all of Our obligations under the Contract to any third party.
- 13.4. When We are a member of a group of companies, We may perform any of Our obligations or exercise any of Our rights under the Contract by ourself or through any other member of Our group, provided that any act or omission of any such other member shall be deemed to be Our act or omission.
- 13.5. Except as expressly stated it is not intended that a third party should have the right to enforce a provision of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999. Notwithstanding the foregoing, you agree that, as our agent, Trimo UK has an interest in You performing Your obligations under the Contract (including, but not limited to, the payment of fees) and any right or benefit conferred on us shall be also enforceable by Trimo UK.
- 13.6. No waiver by Us of any breach by You of the Contract shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.7. No failure by Us to exercise nor Our delay in exercising any right or remedy under the Contract shall constitute a waiver of that right or remedy.

- 13.8. Except in respect of any undisputed credit or payment due and owing by Us to You, You shall pay all amounts due under the Contract in full without any deducting or withholding any money other than as required by law and You shall not be entitled to assert any credit, set off or counterclaim against Us in order to justify withholding payment of any such amount in whole or in part.
- 13.9. If any of these Conditions, or part of a Condition, is, or at any stage in the future becomes invalid, illegal or cannot be enforced in law, it shall be deemed to be modified to the minimum extent necessary to make it valid, legal or enforceable. If such modification is not possible, the relevant Condition or part of the Condition, shall be deemed to be deleted. Any modification or deletion of a Condition or part of a Condition will not affect the other terms which will stay in force.
- 13.10. If there is a dispute between You and Us, we both agree that the Courts of England and Wales will be the only courts with the power to deal with the dispute and that English law (excluding its conflict of law rules) will apply.
- 13.11. You agree that, in the event of a dispute between You and Us, Trimo UK shall have the right to conduct the dispute on its own behalf and/or on our behalf and in our name (including, but not limited to, by issuing claims and pursuing court proceedings) and that Trimo UK has a legitimate interest in the outcome of such a claim.