

PYROGUARD UK LIMITED
Conditions of Sale

1. DEFINITIONS

In these Conditions (and in any document which reference is made to these Conditions) unless the context otherwise requires.

1.1 "Company"	Pyroguard UK Limited or its successors and assigns from time to time
"Customer"	any person whose order for purchase of the Products is accepted by the Company
"Contract"	the contract for the purchase and sale of the Products
"Parties"	The Company and the Customer
"Products"	Products including any instalment of Products or any part of them which the Company agree to supply to the Customer
"Writing"	includes email, facsimile transmission and comparable means of communication.

- 1.2 Words importing the singular shall include the plural and vice versa. Works importing corporation shall include natural persons and vice versa. Words importing a gender include every gender.
- 1.3 Any reference to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.
- 1.4 The captions are for convenience only and shall not affect the construction of these Conditions.

2. GENERAL CONDITIONS

2.1 Subject to clause 4 the Company shall sell and the Customer shall purchase the Products in accordance with any oral or written order of the Customer which is accepted by the Company subject to these Conditions.

- These Conditions shall govern the Contract to the exclusion of any other terms and Conditions subject to which any quotation is accepted or purported to be accepted or any order is made or purported to be made by the Customer.
- 2.2 Any addition to alteration or waiver of these Conditions shall not be effective unless it is agreed in writing by the Parties.
 - 2.3 The Company's employees or agents are not authorised to make any representations concerning the Products unless confirmed by the Company in writing including a statement by the Company that reliance may be placed upon such representation. In entering into the Contract the Customer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.
 - 2.4 Samples supplied and advice or recommendations as to the storage, applications or use of the Products given by the Company or its employees or agents to the Customer or its employees or agents are for guidance only and any such matter which is not confirmed in writing by the Company as a mandatory requirement is followed or acted upon entirely at the Customer's own risk. Accordingly the Company shall not be liable for any such advice or recommendation which is not stated as a mandatory requirement and a Customer should depend on their accuracy only after obtaining specific written confirmation to that effect from the Company.

3. QUOTATIONS

- 3.1 Quotations issued by the Company are invitations to order Products from the Company. Any such order will be treated as a contractual offer, and no contract will exist until the Company has accepted the Customers order in accordance with clause 4.1.
- 3.2 Subject to clause 3.1 the price in a quotation shall be valid for a period of one month from the date of the quotation unless otherwise advised by the Company in writing.

4. ORDERS

- 4.1 The Company shall not be bound by any order submitted by the Customer unless and until confirmed by the Company in writing
- 4.2 No terms or Conditions of the Customer's purchase order except those of a quantitative and descriptive nature shall apply to the Contract.
- 4.3 Once the order has been accepted by the Company, the Customer may not terminate or cancel the same, save in accordance with 5.4, and shall indemnify the Company on demand against all damages, costs and expenses incurred by the Company resulting from any purported termination cancellation of an order by the Customer made without the written consent of the Company.

5. DESCRIPTIONS AND SPECIFICATIONS

- 5.1 Descriptions and illustrations contained in price lists, catalogues or other advertising matter of the Company are intended merely to present a general idea of the Products portrayed therein and none of these shall form part of the contract.
- 5.2 If the Products are to be manufactured or any processes to be applied to the Products by the Company in accordance with the specifications or

request submitted by the Customer or should any change be made to the Products at the request of the Customer, the Customer shall indemnify the Company against all lost damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patented copyright, design trademark or other industrial or intellectual property rights of any other persons which results from the Company's use of the Customer's specification or change to the Products at the request of the Customer as the case may be.

- 5.3 Where the Customer's specifications or requests are used or incorporated in the Products the Company shall not be liable for the quality or performance of the Products.
- 5.4 The Company reserves the right to change any specification at any time. The Company shall notify the Customer if any change is made after the Company has accepted the Customer's order. Where such change has a material effect on the nature or quality of the Products, the Customer shall be entitled to terminate the order, without compensation.

6. PRICES

- 6.1 The price of the Products shall be the Company's quoted price or where no price has been quoted (or a quoted price is no longer valid) the price listed in the Company's price list provided to the Customer current at the date of dispatch of the order by the Company. Prices shall be exclusive of Value Added Tax and any other governmental duty or tax or duty.
- 6.2 The Company reserves the right by giving notice to the Customer at any time before delivery to increase the price of the Products to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company, any change in delivery dates, quality or specification for the goods which is requested by the Customer or any delay caused by any instruction of the Customer or failure of the Customer to give the Company adequate information or instructions.
- 6.3 Prices include the cost of the Company's standard packaging for Products. The cost of additional packaging required by the Customer shall be borne by the Customer.
- 6.4 Returnable containers or any other returnable packaging shall not be used by the Customer unless authorised in writing by the Company and shall be provided for collection when Company advises in writing.

7. DELIVERY

- 7.1 Where delivery of the Products is to be made by the Customer collecting the Products at the Company's premises the Customer shall agree the date and time of collection with the Company's dispatch department at least 48 hours before collection.
- 7.2 Where delivery of the Products is to be by the Company to the Customer any dates quoted for delivery of the Products are approximate only and the Company shall not be liable for any delay in delivery of the Products howsoever caused and the Customer shall not be entitled to cancel the order by reason of delay unless until the maximum amount of any liquidated damages agreed has become payable. Time for delivery shall not be of the essence unless previously agreed by the Company in writing. The Products may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Customer. If the Customer fails to accept delivery by any delivery date agreed, the Company shall be entitled to store the Products at the Customer's risk and expense, including payment of the Company's storage charges then in force, until delivery can be effected.
- 7.3 The Customer shall ensure that vehicles and employees of the Company or the Company's carrier are given free and unhindered access to an appropriate entrance at the address designated for delivery of the Products.
- 7.4 Where the carrier is provided by the Company, then unless such provision includes unloading, the Customer shall arrange for the Products to be unloaded promptly at the delivery point at its own cost and, in such cases, the Customer shall be responsible for any delay or damage inflicted on the Products during unloading.
- 7.5 The Company reserves the right to charge the Customer for Products which the Customer fails to accept when delivery of the Products is duly tendered by the Company.
- 7.6 If the Customer fails to collect or take delivery of the Products or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of cause beyond the Customer's reasonable control or by reason of the Company's fault) then without prejudice to any other right or remedy available to the Company, the Company may:
 - 7.6.1 store the Products until actual delivery at Customer's risk and charge the Customer for the reasonable cost (including insurance) of storage; or
 - 7.6.2 sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the contract or charge the Customer for any shortfall below the price under the contract.
- 7.7 The Company reserves the right to withhold delivery of Products if the Customer:
 - 7.7.1 fails to comply with these Conditions or any of the credit terms of the Company;
 - 7.7.2 becomes bankrupt or insolvent or becomes the subject of the receiving or winding up order or makes a composition with its creditors who has an administrator or administrative receiver appointed over any part of its undertaking or assets otherwise than as part of a bona fide amalgamation or reconstruction without insolvency.

7.8 Where the order acknowledgement states or confirms that the supply is on the basis of an incoterm, the reference shall be to ICC Incoterms 2020 edition unless otherwise stated. If there is no statement in the order acknowledgement, then the supply shall be on the basis of DAP Customer's premises.

8. INSPECTION

- 8.1 The Customer shall inspect as appropriate Products immediately following their delivery to or collection by the Customer or so soon thereafter as is practicable.
- 8.2 The Customer shall inspect all Products for patent defects, damage, breakages or shortages before signing the delivery note. If inspection is not possible, the delivery note shall be marked as unchecked, and any damage, breakages or shortages shall then be advised as soon as inspection is possible and, in any event, within 48 hours of delivery.
- 8.3 Failure to notify as set out in this clause shall mean the Customer is not entitled to claim for such defects, damage, breakages or shortages and the Products shall be deemed to have been delivered without patent defects, damage, breakages or shortages.

9. PROPERTY RISK AND QUALITY CONTROL

- 9.1 The risk in the goods shall pass from the seller to the buyer upon delivery of such goods to the buyer or upon them being made available for collection or delivery on the agreed delivery date as the case may be, whichever is the sooner. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the buyer until the seller has received in cash or cleared funds payment in full for all goods delivered to the buyer under this and all other contracts between the seller and the buyer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the seller and the buyer under which the goods were delivered:
- 9.1.1 The Customer shall store and label the Products in such manner that they shall at all times remain separate from the other Products in the Customer's possession and identifiable as the Company's Products until such time as title passes to the Customer;
- 9.1.2 The Company may recover the Products at any time from the Customer if in its possession and for that purpose the Company's servants and agents are hereby irrevocably authorised to enter upon any land or building in which the Products are situated;
- 9.1.3 notwithstanding sub-clauses above the Customer shall be entitled to dispose of Products supplied under these Conditions in the course of its business for the account of the Company and to pass good title in the Products to a purchaser provided such purchaser shall buy or agree to buy the Products in good faith for valuable consideration and shall have not notice of the Company's right herein;
- 9.1.4 in the event of repossession and resale by the Company the Company will refund to the Customer any sums recovered upon such resale which exceed all unpaid sums and costs;
- 9.1.5 in the event of a disposal under sub-clause 9.1.4 above the Customer shall account in a fiduciary capacity to the Company for the proceeds of sale but may retain for itself any excess therein over the Customer's total indebtedness to the Company whether in respect of this or any other contract.
- 9.1.6 If the Customer shall not have received payment for the disposal under 9.1.4 above then the Customer shall upon notice in writing being given to it by the Company assign all its rights against its Customer to receive payment in respect of that disposal, without prejudice to Customer's ongoing liability until payment is made.
- 9.2
- 9.2 The Customer shall allow the Company at any time on reasonable notice to carry out quality control tests on Products whether or not the proprietary right of the Products has passed to the Customer.

10. INSURANCE

The Customer shall fully insure the Products for their full value against all risks from the time stipulated for the passing of risk in 9.2 above up to the time the proprietary rights in such Products pass to the Customer.

11. TERMS OF PAYMENT

- 11.1 Customer's shall settle invoices for Products within 30 days of the invoice date.
- 11.2 The Customer shall pay the price of the Products in accordance with clause 11.1 notwithstanding that the delivery may not have taken place as a result of the Customer's wrongful refusal to accept delivery and the property in the Products has not passed to the Customer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 11.3 If the Customer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Company the Company shall be entitled to:
 - 11.3.1 cancel the Contract or suspend performance of the Contract or any further deliveries to the Customer;
 - 11.3.2 appropriate any payment made by the Customer to such of the Products (or the Products supplied in any other Contract between the Customer and the Company) as the Company may think fit (notwithstanding any purported allocation by the Customer); and
 - 11.3.3 charge the Customer interest (both before and after any judgement) on the amount unpaid at the rate of 2.5% per annum above the National Westminster Bank plc. Base lending rate from time to time

calculated on a daily basis until payment in full is made, but such rate never to be less than 2% per annum.

- 11.4 The Customer shall not be entitled to set off against or deduct from any payment due to the Company any sum claimed to be due from the Company to the Customer for any reason whatsoever.
- 11.5 Where the Company agrees to supply Products in instalments each instalment shall be paid for in full under this Condition and failure to pay in full for any instalment shall entitle the Company to refuse to deliver any further instalment of the Products due under this or any other contract between the Customer and the Company.

12. INTELLECTUAL PROPERTY

- 12.1 The Customer shall not infringe any patent, trade name, registered design copyright, industrial or other intellectual property right belonging to the Company and relating to the Products or any other goods or matters supplied by the Company with or in relation to the Products.
- 12.2 The Customer shall promptly report to the Company particulars of any use by any person of a patent, trade name, registered design, trade mark, or get-up of goods or mode of advertising which might amount to infringement of the Company's patent, trade name, registered design, copyright, industrial or other intellectual property right or to unfair competition or passing off.
- 12.3 In the event that it comes to the notice of the Customer that a person alleges that a patent, trade name, registered design, copyright, industrial or other intellectual property right is invalid or that they infringe any rights of that person or that they are open to any form of attack, the Customer shall not make any admission but shall promptly report the matter to the Company.
- 12.4 The Company shall have conduct of all proceedings relating to any patent, trade name, registered design, copyright, industrial or other intellectual property right belonging to the Company.

13. CONFIDENTIALITY

All secret or proprietary data and other confidential information of the Company shall remain the sole and exclusive property of the Company and shall not be used by the Customer or disclosed to any third party.

14. LIMITATION OF LIABILITY

- 14.1 Unless otherwise provided in writing by the Company the Company does not warrant that the Products shall be a requisite quality or fit for any particular purpose. A Customer's acceptance of particular Products for a specific purpose shall constitute the Customer's acceptance of such Products as being fit for the purpose for which the Customer intends them. The Company will agree to repair or replace (at the Company's discretion) any defective Products so long as they have been stored and handled in accordance with the terms provided in 14.2.5 (and subject to any notice requirements stated) for five (5) years from delivery unless a different period is stated in the order acknowledgement. The terms of the warranty offered, and the obligations accepted by the Company are available on request, or at <https://www.pyroguard.eu/en/tandcsdownloads/>. These obligations shall not apply to the extent stated in 14.2
- 14.2 Further and subject as expressly provided in these Conditions and, except where the Products are sold under a consumer sale (as defined by the Sale of Goods Act 1979), all warranties Conditions or other terms implied by the statute or common law are excluded, and in particular but not by way of limitation the Company shall be under no liability:
 - 14.2.1 in respect of any defect in the Products arising from any materials, drawing, design or specification supplied by the Customer;
 - 14.2.2 in respect of any defect arising from fair wear and tear, wilful damage, negligence (other than in respect of death or personal injury resulting from negligence) abnormal working Conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Products without the Company's approval;
 - 14.2.3 under any implied or express warranty Condition or guarantee if the total price for the Products has not been paid by the due date for payment;
 - 14.2.4 in respect of Products not manufactured by the Company. The Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company.
 - 14.2.5 in any case where the Products have not been stored or handled in accordance with the Company's stated minimum requirements. Such standard requirements will be provided on request, or can be accessed on the Company's website at <https://www.pyroguard.eu/en/tandcsdownloads/>, and are incorporated in these terms and conditions. Any additional requirements will be stated in the order acknowledgement
- 14.3 Except as expressly provided in these Conditions the Company shall be under no liability to the Customer unless:
 - 14.3.1 written notice of the Customer's claim is received by the Company within fourteen days of the delivery of the Products to the Customer or to the Customer's order or where the claim is in respect of any failure to deliver the Products within twenty one days of the date of the Company's invoice; and
 - 14.3.2 in respect of all claims arising out of any loss or damage to the Products in transit the Customer notifies the carrier and the Company in writing as provided in 8.2.
- 14.4 Where the Customer makes a claim in accordance with this clause 14.4 and the Products received are damaged or defective or not in accordance with specification then a sample of the Products in question shall at the written request of the Company by returned carriage paid to

the Company in the Condition in which they were received by the Customer. The Company will examine the sample if in the Company's sole discretion, the Company decides that the complaint is justified in whole or in part of the Company may elect:

- 14.4.1 to replace all or any of the Products; or
- 14.4.2 to accept the return of all or any of the Products giving credit to the Customer for the price thereof; or
- 14.4.3 make an allowance to the Customer of what in the Company's sole discretion it estimate to be the difference in value between the Products delivered and the Contract price.
- 14.5 Nothing in clause 14.4 shall place the Company under any liability or obligation to act in the above way or at all and if the Company elects so to act such election or act shall not be taken as an admission of any liability or obligation to the Customer in respect of the Customer's claim or for any loss or damage flowing there from howsoever caused.
- 14.6 Except in respect of death or personal injury caused by the Company's negligence or unless otherwise agreed in writing the Company shall not be liable to the Customer by reason of any representation or any implied or express warranty implied or express Condition or other term or any duty at common law or under the express terms of the Contract for any consequential loss or damage (including, but not limited to loss of actual or anticipated profit, loss of overhead recover, loss of use or loss of opportunity, in all cases whether presented as direct or indirect losses) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or their use or resale by the Customer except as expressly provided in these Conditions.

15. FORCE MAJEURE

The Company shall not be liable for any failure to fulfil any obligation if prevented from so doing by any cause beyond its control which shall include but not be limited to any Act of God, strike, lock out, labour dispute, riot, civil unrest, insurrection, war or other military action, acts of terrorism, fire, storm, flood, tempest, epidemic or pandemics, mechanical failure, statutory intervention, governmental regulation, embargo and/or delay of delivery of materials. In the event of any such prevention, hindrance, delay or interference the Company may defer or determine this Contract or any part of it without any liability of the Company to the Customer on providing written notice to the Customer.

16. TERMINATION

- 16.1 The Company shall be entitled to terminate this and all other contracts with the Customer upon the happening of any of the following events:
 - 16.1.1 failure by the Customer to pay any sum to the Company under this or any other contract on the due date;
 - 16.1.2 breach by the Customer of any other material Term or Condition of this or any other contract with the Company and failure to remedy the breach within 30 days of the Company having given the Customer written notice of the breach (where such breach is capable of remedy);
 - 16.1.3 the Customer being an individual dies or becomes bankrupt enters into receivership or a composition or arrangement for the benefit of his creditors or being a body corporate has an administrator or administrative receiver appointed all or any of its assets or goes into liquidation either voluntary or compulsory (unless as part of a bona fide scheme or reconstruction or amalgamation).
 - 16.2 No forbearance or indulgence by the Company shown or granted to the Customer whether in respect of these Conditions or otherwise shall in any way affect or prejudice the rights of the Company against the Customer or be taken as waiving any of these Conditions or any liability thereunder.
 - 16.3 In the event of termination the Customer shall forthwith pay to the Company all sums due to the Company under this and any other contract that has also been terminated and the Company shall be entitled to the extent that such sums remain unpaid immediately to repossess all Products in the possession of or under the control of the Customer or of any servant or agent of the Customer title in which has not yet passed to the Customer, the Company being entitled to enter upon the premises belonging to the Customer or under the control of the Customer for such purposes.
17. MISCELLANEOUS
 - 17.1 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 as may be the relevant time be notified to the party giving notice.
 - 17.2 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby. The Parties will negotiate in good faith to substitute a valid provision as near as possible in effect to the original.
 - 17.3 These Conditions shall be governed by and construed in all respects in accordance with the laws of England and the parties hereby submit themselves to the jurisdiction of the English Courts.
 - 17.4 These Conditions shall where applicable survive termination of the Contract.