

PROTEGA GLOBAL LIMITED
STANDARD TERMS AND CONDITIONS OF SALE

1. Interpretation

1.1 Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 17.4.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person who purchases the Goods from the Supplier.

Customer's Copy: any copy provided by the Customer to be printed on the Goods.

Customer's Design: any design provided by the Customer that is necessary for the manufacture and assembly of the Goods.

Customer's Intellectual Property Rights: the Intellectual Property Rights of which the Customer is the owner or licensee and which are disclosed, licensed or provided to the Supplier pursuant to this Contract.

Customer's Materials: any materials provided by the Customer that are necessary for the manufacture and assembly of the Goods.

Customer's Trade Marks: the registered trade marks of the Customer.

Day: a calendar day.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order.

Improvement: any improvement, development, enhancement, modification or derivative of the Goods, or its design or manufacturing process, which would make the Goods cheaper, more effective, more useful or more valuable, or would in any other way render the Goods more commercially competitive.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, 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 trade secrets) 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 or will subsist now or in the future in any part of the world.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form or in the Customer's written acceptance of the Supplier's quotation, as the case may be.

Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

Supplier: PROTEGA GLOBAL LIMITED (registered in England and Wales with company number 12286651).

VAT: value added tax chargeable in the United Kingdom.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** excludes fax but not email.

2. Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate including the description, specification and quantity of Goods.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point and on which date the Contract shall come into existence.
- 2.4 Any samples are produced for the sole purpose of giving an approximate idea of the Goods. They shall not form part of the Contract nor have any contractual force unless confirmed in writing by the Supplier.
- 2.5 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 Days from its date of issue, provided that the Supplier has not previously withdrawn it. Any quotation is made subject to these Conditions and no alterations, exclusions, additions or qualifications to the quotation and specification will be made unless confirmed in writing by the Supplier.

3. Goods

- 3.1 The Goods are described in the Supplier's catalogue or the Specification.
- 3.2 The Supplier reserves the right to amend the Specification if required by any applicable law or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4. Provision of Customer's Design, Customer's Copy, or Customer's Materials

- 4.1 The Customer shall as soon as practicable after the execution of this Contract supply the Customer's Design, Customer's Copy, or Customer's Materials, as applicable, to the Supplier.



- 4.2 The Supplier shall have no liability for any loss or damage to the Customer's Design or Customer's Copy, however caused and the Supplier shall not be responsible for returning the Customer's Design, and Customer's Copy. The Customer shall at its own expense retain duplicate copies of the Customer's Design, and Customer's Copy.
- 4.3 The Customer's Design, Customer's Copy, and Customer's Materials remain the absolute property of the Customer, and the Supplier may not part with possession of them, or make them available, to any third party without the written consent of the Customer.
- 4.4 The Supplier shall, for the period it has possession or control of the Customer's Materials:
 - (a) have the sole risk of loss or damage to the Customer's Materials except where it is necessary to modify or incorporate them in order to produce the Goods;
 - (b) ensure that the Customer's Materials are kept secure and identified as the property of the Customer, unless and until modified or incorporated in order to produce the Goods.
- 4.5 The Supplier shall not be liable for any delay or failure in the performance of its obligations that is caused by inadequacy of the Customer's Design, Customer's Copy, or Customer's Materials or any instructions that are relevant to them.

5. Approval of proofs

- 5.1 Where the Order requires the Supplier to provide a proof to the Customer for approval, or otherwise the Supplier requests the Customer to approve a proof, the Customer shall provide approval in writing or otherwise communicate any amendments required in writing without delay.
- 5.2 Once a proof has been approved by the Customer, the Supplier shall not be liable for any losses arising out of or in connection with any errors in the proof, and the Supplier shall charge for any further amendments requested by the Customer, which shall be invoiced to the Customer.

6. Delivery

- 6.1 The Supplier shall ensure that:



- (a) each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- (b) if the Supplier requires the Customer to return to the Supplier any packaging materials delivered with the Goods, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

6.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree in writing.

6.3 Delivery is completed on the completion of unloading of the Goods at the agreed delivery location.

6.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

6.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

6.6 If the Customer fails to accept delivery of the Goods, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

- (a) delivery of the Goods shall be deemed to have been completed on the Business Day after the Day the Supplier scheduled for delivery; and



(b) the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

6.7 If ten Business Days after the Day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

6.8 If the Supplier delivers up to and including 10% more or less than the quantity of Goods ordered, the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

6.9 For any claim of non-compliance with the quantity set out in clause 6.8, the Supplier shall have a reasonable opportunity to investigate and make up any shortfall or correct any surplus in the Goods, subject to the Customer giving notice in writing to the Supplier within 2 Business Days of delivery.

6.10 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment or treat any other instalment as terminated, and disputes arising out of or in connection with one delivery shall not affect the balance of deliveries to be made in execution of the Order.

7. **Warranty as to description and Specification**

7.1 The Supplier warrants that on delivery the Goods shall:

(a) conform in all material respects with their description and/or the Specification except that:

(i) exact colour matching of the Goods to those given in their description and/or the Specification cannot be guaranteed, and the Supplier shall only be required to use reasonable endeavours to colour match;

(ii) the material thicknesses of the Goods given in the description and/or the Specification are subject to a plus or minus 10% tolerance;



(iii) any other dimension of the Goods given in the description and/or the Specification is subject to a plus or minus 5% tolerance;

(iv) any other tolerances are subject to recognised trade tolerances.

(b) be free from material defects in design, material and workmanship.

7.2 Subject to clause 7.3, if:

- (a) upon delivery of the Goods it is apparent on a normal visual inspection that the Goods have been damaged during transit and the Customer gives notice in writing to the Supplier immediately;
- (b) for any claim of non-compliance of the Goods with the warranty set out in clause 7.1 the Customer gives notice in writing to the Supplier within 3 Days of discovery or ought to have discovered the non-compliance;
- (c) the Supplier is given a reasonable opportunity of examining such Goods; and
- (d) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective or damaged Goods in full.

7.3 The Supplier shall not be liable for a failure of the Goods to comply with the warranty set out in clause 7.1 if:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 7.2;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Supplier following any drawing, design, materials, or specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or



(f) the Goods differ from their description and/or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

7.4 Except as provided in this clause 7 the Supplier shall have no liability to the Customer in respect of a failure of the Goods to comply with the warranty set out in clause 7.1.

7.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

7.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

8. Title and risk

8.1 The risk in the Goods shall pass to the Customer on completion of delivery.

8.2 Title to the Goods shall not pass to the Customer until the earlier of the Supplier receives payment in full (in cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.

8.3 Until title to the Goods has passed to the Customer, the Customer shall:

- store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.1(b) to clause 14.1(d); and
- give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - the Goods; and
 - the ongoing financial position of the Customer.

8.4 Subject to clause 8.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods.

However, if the Customer resells the Goods before that time it does so as principal and not as the Supplier's agent, and the Goods shall be deemed to have been resold in the order in which they were invoiced to the Customer by the Supplier.

8.5 At any time before title to the Goods passes to the Customer, the Supplier may:

- (a) by notice in writing, terminate the Customer's right under clause 8.4 to resell the Goods or use them in the ordinary course of its business; and
- (b) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

9. Price and payment

9.1 The price of the Goods shall be the price set out in the Order, unless agreed otherwise in writing by the Supplier, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.

9.2 The Supplier may, by giving notice to the Customer at any time up to 5 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

9.3 The price of the Goods:

- (a) excludes amounts in respect of VAT, which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer, and which shall be charged at £25 where the value of the Order is at least £150 excluding VAT provided

the delivery location is within 70 miles of the Supplier's registered office address (postcode SP10 3RU).

- (c) excludes the costs and expenses under clause 6.6(b), as applicable.
- 9.4 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.

- 9.5 The Customer shall pay each invoice submitted by the Supplier:
 - (a) within 30 Days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and
 - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and

time for payment shall be of the essence of the Contract.

- 9.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 14, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.6 will accrue each Day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

- 9.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. Ownership of Intellectual Property Rights

- 10.1 The Supplier acknowledges that the Customer's Intellectual Property Rights are and remain the exclusive property of the Customer or, where applicable, the third party licensor from whom the Customer derives the right to use them.
- 10.2 The Customer acknowledges that all Intellectual Property Rights used for the design and manufacture of the Goods that originate from the Supplier shall remain the exclusive property of the Supplier or, where applicable, the third party licensor from whom the Supplier derives the right to use them.
- 10.3 All Intellectual Property Rights in respect of any Improvement shall belong to the party who made, developed or acquired it.

11. Licence to use Intellectual Property Rights

- 11.1 The Customer grants to the Supplier a non-exclusive, transferable, royalty-free licence (including the right to grant sub-licences to permitted subcontractors) to use the Customer's Intellectual Property Rights solely for the purpose of performing its obligations under this agreement.
- 11.2 The Supplier's use of the Customer's Trade Marks is limited to applying them to the Goods in the form and manner specified by the Customer from time to time, and not otherwise, unless agreed in writing.
- 11.3 The Supplier shall at the request and expense of the Customer take all such steps as the Customer may reasonably require to assist the Customer in maintaining the validity and enforceability of the Customer's Intellectual Property Rights.
- 11.4 The Supplier shall not represent that it has any title in or right of ownership to any of the Customer's Trade Marks or do or suffer to be done any act or thing which may in any way impair the rights of the Customer in any of the Customer's Trade Marks or bring into question the validity of their registration.

12. Intellectual Property Rights indemnity

- 12.1 The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights or moral rights arising out of or in connection with the use of the Customer Intellectual Property Rights, Customer's Copy, Customer's Design, Customer's Materials, or a Specification supplied by the Customer, in accordance with the terms of this Contract.

13. Limitation of liability

- 13.1 References to liability in this clause 13 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 Nothing in the Contract limits any liability for:



- (a) death or personal injury caused by negligence;
- (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 liability that legally cannot be limited.

13.3 Subject to clause 13.2, the Supplier's total liability to the Customer shall not exceed the price of the Goods defined in clause 9.1.

13.4 Subject to clause 13.2, the following types of loss are wholly excluded:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

13.5 This clause 13 shall survive termination of the Contract.

14. Termination

14.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

- (a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 Days of that party being notified in writing to do so;
- (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;



- (c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

14.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 14.1(b) to clause 14.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

14.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract within 60 Days of the due date for payment.

15. Consequences of termination

- 15.1 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 15.2 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 15.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

16. Force majeure

Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for 14 Days, the party not affected may terminate the Contract by giving not less than 14 Days' written notice to the affected party.

17. General

17.1 Assignment and other dealings.

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

17.2 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 17.2(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 17.2; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party may use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

17.3 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees

that it has no claim for innocent or negligent misrepresentation based on any statement in the Contract.

17.4 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.5 Waiver.

- (a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

17.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 17.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.7 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be sent by email to the following addresses (or an address substituted in writing by the party to be served):

Supplier: sales@protega-global.com

Customer: The Customer's email address given in the Order.

- (b) Any notice shall be deemed to have been received at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.8 Third party rights.

- (a)** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b)** The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

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

17.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.