

## CORPLEX UK GENERAL TERMS AND CONDITIONS OF SALE

### 1. SCOPE

These General Terms and Conditions of Sale and any subsequent versions are freely available on the Seller's website [www.corplex.com](http://www.corplex.com). Any order implies the unreserved acceptance of these General Terms and Conditions of Sale which prevail over all other conditions, with the exception of those which have been expressly agreed in writing by the Seller. The sale shall be regarded as concluded on the date of the Seller's formal acknowledgement of the order. If any of these clauses become null and void, the other clauses shall remain valid.

### 2. DELIVERY

2.1. Unless otherwise agreed upon at the time of the order, delivery shall be regarded as made as soon as the goods are unloaded at the Buyer's premises, or if the goods are to be collected, at the time of collection agreed with the Buyer. The Buyer shall bear the risks of the ordered goods from the point at which the delivery is made.

2.2. The Buyer shall collect the goods from the Seller's premises (unless an alternative location is set out in the order) on the date agreed. The Seller is entitled to damages for the loss it incurs due to failure to remove the goods and may either be authorised by court to leave the sold item in a given place and pursue payment of the price, or automatically cancel the sale without notice. In the latter instance, the Buyer shall be liable to pay compensation equal to the amount of the sale price plus 10%.

2.3. Acknowledged delivery dates and times are indicative and the Seller shall use all reasonable endeavours to meet these however delivery date and time shall not be a term of the contract and the Seller shall therefore not be liable for any loss or damage resulting from late delivery.

### 3. ACCEPTANCE

3.1. Damage related to transport. The Buyer must carry out a quantitative and qualitative inspection of the delivered goods at the time of receipt and record precise and detailed reservations of any anomalies on the delivery documents retained by the transport provider and notify the Seller of these in writing within two business days of receipt. The Seller will have no liability where the Buyer provides insufficient or incomplete reservations on the delivery documentation retained by the transport provider. If an anomaly is found by the Buyer on delivery, the Buyer shall carry out all necessary steps to support any claim the Seller may have against the carrier.

3.2. Non conformity of goods. The Buyer must check within 30 days following receipt that the delivered goods correspond to the goods ordered and that there are no apparent defects. If no complaints or reservations are made in this respect by the Buyer within 30 days of receipt of the goods, said products may no longer be returned or exchanged. If the Buyer notes any apparent defects or that the delivered goods do not correspond to the ordered goods, the Seller undertakes to replace the delivered products with new products identical to the original order. The costs incurred by the return and delivery of the new goods shall be borne exclusively by the Seller.

### 4. PRICE AND PAYMENT

4.1. As our manufacturing is specific to each order, our prices (excluding taxes and charges for delivery of the goods, as well as any discounts) are given in the form of a quotation. This quotation becomes firm and final on the date that the corresponding order is acknowledged. Any tax, levy, duty or allowance payable pursuant to applicable law in force on the date of the order shall be borne by the Buyer. Unless otherwise agreed with the Buyer, invoices are payable in full within 30 days from the end of the month of the date of invoice and without discount. Under no circumstances may payments owed to the Seller be suspended or subject to any reduction or set-off without the Seller's written consent.

4.2. If payment is not received by the due date, the Seller reserves the right to charge interest on overdue sums at a rate of 4% above the Bank of England base rate. Interest shall be applied from the day following the due date for payment shown on the invoice or, failing that, on the 31<sup>st</sup> day following the date of receipt of the goods, as well as an administrative fee of GBP 40.00. Late payment charges are payable without a reminder being issued.

Any payment made to the Seller shall be offset against the sums due whatever the cause, starting with those with the oldest due date. If no payment of the price has been made at its due date, the Seller may automatically cancel the sale once 2 working days after a formal notice requesting payment has elapsed, without prejudice to any damages that may be claimed by the Seller.

### 5. INVOICING

The invoice is issued by the Seller in two copies, one of which will be delivered to the Buyer once the delivery has been completed.

### 6. RETENTION OF OWNERSHIP AND SUBROGATION OF RECEIVABLES

6.1. The Seller shall retain ownership of the goods it has delivered until the price has been paid in full and cleared funds have been received. If payment is not made on the due date, the Seller may terminate the sale, demand repayment of any sums paid to it by the Buyer in respect of the goods and the Seller shall be entitled to recover the goods if necessary by entry and removal from the Buyer's premises without prejudice to any other claims to which the Seller may have against the Buyer. These provisions do not prevent the transfer of risk for the products upon delivery.

6.2. The Buyer is authorised to resell the delivered goods in its normal course of business however all sale proceeds that the Buyer receives from resale to a third-

party shall be assigned to the Seller until the price of the goods delivered has been paid in full and cleared funds have been received. The Buyer is authorised to recover any sale proceeds even after this assignment, without the Seller's right to such proceeds being affected. However, the Seller undertakes not to recover the sale proceeds provided that the Buyer fulfils its payment obligations correctly. The Seller may require the Buyer to keep it informed of the sale proceeds assigned to it, provide the names of the debtors as well as any information necessary for recovery, and provide the related documents and inform the debtors of the assignment.

6.3. When the delivered goods are resold with other goods that do not belong to the Seller, or if they are incorporated into other products, the Buyer's claim against the third-party buyer is deemed to be assigned for the price agreed between the Seller and the Buyer. No waiver of such assignment may be granted by the Seller without proof of notification to the Buyer's debtors of the Seller's right to recover the amounts due.

### 7. GUARANTEE

The Seller warrants that upon delivery the goods shall conform with their description and be free from material defects in design and workmanship and will be of satisfactory quality. Subject to the Buyer's compliance with the requirements of Clause 3, the Seller will repair or replace any goods which do not meet these criteria. 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.

### 8. LIABILITY

8.1. In the event of the Seller's failure to meet its contractual obligations with respect to orders acknowledged under these general terms and conditions of sale, the Seller's liability towards the Buyer shall be subject to the following limits:

a. Under no circumstances shall the Seller be liable for any loss of profits, loss of use, loss of production, loss of contracts or for indirect or consequential damages that may be suffered by the Buyer.

b. The total liability of the Seller resulting in loss or damage for the Buyer shall be limited to costs directly associated with the replacement or repair of defective goods, provided that its total liability shall not exceed the amount (excluding tax) of the order relating to the defective goods.

8.2. Any claim made by the Buyer does not suspend its obligation to pay for the goods concerned.

### 9. INDUSTRIAL AND INTELLECTUAL PROPERTY

Patents, trademarks, designs and models, copyrights, domain names, trade secrets, software, know-how or, more generally, any information subject to industrial/intellectual property rights, registered or otherwise, are and remain the exclusive property of the Seller. There is no assignment of industrial/intellectual property rights between the parties through their commercial relations. Any total or partial reproduction, modification or use of these rights for any reason whatsoever is strictly prohibited.

### 10. UNFORSEEABLE CIRCUMSTANCE

10.1. The Seller shall be entitled to cancel, delay or to reduce the quantity of the goods delivered or scheduled for an acknowledged order if it affected by circumstances beyond its reasonable control resulting from Force Majeure, including but not limited to war, fire, flood, act of God, government restrictions and controls, an epidemic or pandemic, strikes and lockouts.

10.2 If an event occurs which is beyond the control of the parties and which makes fulfilment by the Seller of its obligations unachievable or has a detrimental impact on the Seller, the parties agree to negotiate an amendment to the contract in good faith. This includes the following events in particular: changes in commodity prices, changes in customs duties and taxes, changes in exchange rates, changes in legislation, the end of the transition period in respect of the UK's exit from the European Union and changes in the Buyer's financial situation. If no agreement can be reached by the parties, the Seller shall have the right to terminate the contract by giving one month's notice.

### 11. TECHNICAL SPECIFICATION

The Seller reserves the right to change the technical characteristics of its products whilst maintaining their performance and conformity to applicable directives, regulations and legislative requirements.

### 12. COMPLIANCE

12.1. Throughout the term of this contract the Seller and Buyer shall comply with all applicable anti-corruption, anti-bribery, anti-slavery and human trafficking laws, statutes and regulations from time to time in force (including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015).

12.2. The Seller and Buyer acknowledge that it acts as an independent data controller for personal data processed in connection with their commercial relations and that it must comply with its respective obligations under the GDPR Data Protection legislation (European Regulation 2016/679 of 27.04.2016).

### 13. ATTRIBUTION OF JURISDICTION AND APPLICABLE LAW

Failing amicable agreement, any dispute shall be under the jurisdiction of the English courts, which shall have sole jurisdiction, even in the case of third-party appeals or multiple respondents. The applicable law shall be English law.