

SLINGCO LIMITED

TERMS AND CONDITIONS OF SALE

The Customer's attention is, in particular, drawn to Conditions 13 and 14

1 INTERPRETATION

- 1.1 The definitions and rules of interpretation in this Condition 1 apply in the Contract:
- "Company"** Slingco Limited (company number 1471936);
- "Contract"** any contract between the Company and the Customer for the sale and purchase of Goods incorporating these Conditions;
- "Customer"** the person, firm or company who purchases Goods from the Company;
- "Goods"** any goods agreed in the Contract to be supplied by the Company to the Customer (including any part or parts of them); and
- "Price"** the sums payable by the Customer to the Company in payment for Goods.
- 1.2 Reference to any statute shall be to that statute as from time to time amended, consolidated, modified, extended, re-enacted or replaced and includes all subordinate legislation made under it.
- 1.3 Sections 5, 6 and 21(1) of, and schedule 1 to, the Interpretation Act 1978 shall apply in the same way as they do to statutes (except to the extent that any term defined in that Act conflicts with any express definition in these Conditions).
- 1.4 The words "include(s)", "including" or "otherwise" mean include, including or otherwise in each case without limitation. Headings do not affect the construction of these Conditions.

2 APPLICATION OF TERMS

- 2.1 Subject to any variation under Condition 2.3, the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 No terms or conditions endorsed upon, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These Conditions apply to all the Company's sales and no variation to these Conditions and no representations about the Goods shall have effect unless expressly agreed in writing and signed by the Company's authorised representative. Nothing in this Condition will exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4 Each order for Goods by the Customer from the Company shall be deemed to be an offer by the Customer to purchase Goods subject to these Conditions.
- 2.5 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Customer.
- 2.6 The Customer must ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.7 Any quotation is given on the basis that no contract will come into existence until the Company despatches an acknowledgement of order to the Customer. Any quotation is valid for only 30 days from its date, provided that the Company has not previously withdrawn it.

3 DELIVERY

- 3.1 Any completion or delivery date is an estimate only, shall not be or become a term of the Contract or any collateral contract between the Company and the Customer, and is given without any intention that it shall become legally binding.
- 3.2 The Customer will accept delivery of Goods ordered notwithstanding that delivery of all or part is made after the estimated delivery date.
- 3.3 The Company will not be liable for any loss of damage occasioned by delay in delivery or completion howsoever caused.
- 3.4 The Customer shall not be entitled to cancel any order or part of an order by reason of any failure by the Company to deliver any Goods comprising a part of that order.
- 3.5 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 3.6 If for any reason the Customer fails to accept delivery of any of Goods, or the Company is unable to deliver the Goods because the Customer has not provided appropriate instructions, documents, licences or authorisations:
- 3.6.1 risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);
- 3.6.2 the Goods shall be deemed to have been delivered; and
- 3.6.3 the Company may store the Goods until delivery and the Buyer shall pay all related costs and expenses (including storage and insurance) as a debt on demand.
- 3.7 Where the Goods ordered by the Customer are unavailable the Company may supply any substitute Goods as are reasonably similar to the unavailable Goods. The Customer will be notified of any proposed delivery of substitute Goods pursuant to the provisions of this Condition.

4 ASSIGNMENT

- 4.1 The Company may assign the Contract or any part of it to any person, firm or company.
- 4.2 The Customer shall not to assign, charge or otherwise dispose of any right in or under the Contract or any part of it without the Company's prior written consent.

5 RISK

- Risk shall pass to the Customer and the Customer is responsible for all loss, damage or deterioration to the Goods as soon as the Company has passed the Goods to the carrier for delivery to the Customer, or if earlier, when deemed to be delivered pursuant to these Conditions.

6 RETENTION OF TITLE

- 6.1 Ownership of Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- 6.1.1 the Goods; and
- 6.1.2 all other sums which are or which become due to the Company from the Customer on any account.
- 6.2 Until ownership of the Goods has passed to the Customer, the Customer must:
- 6.2.1 hold the Goods on a fiduciary basis as the Company's bailee;
- 6.2.2 store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
- 6.2.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.2.4 maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the Company's reasonable satisfaction. On request the Customer shall produce the insurance policy to the Company; and
- 6.2.5 hold the proceeds of the insurance referred to in Condition 6.2.4 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdraft bank account.
- 6.3 The Customer may resell the Goods before ownership has passed to it provided that:
- 6.3.1 any sale shall be effected in the ordinary course of the Customer's business at full market value; and
- 6.3.2 any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.
- 6.4 The Customer's right to possession of the Goods shall terminate immediately if:

- 6.4.1 The Customer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the Customer's winding up or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
- 6.4.2 The Customer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe/performs any of its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
- 6.4.3 The Customer encumbers or in any way charges any of the Goods.

- 6.5 The Company may recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 6.6 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

7 PRICE

- 7.1 The Company quotes the Price on an ex-works basis. The Company may revise the Price at the date of despatch to take account of increase in costs including currency fluctuations, wages, materials, transport and overheads between those prevailing at the date of the Contract and the date of despatch.
- 7.2 Where the Company agrees to deliver the Goods otherwise than at the premises of the Company or where the Company stores the Goods, the Customer shall pay the Company's charges for transport packaging and insurance on demand.
- 7.3 All prices are subject to VAT at the current rate applicable at the tax point.

8 PAYMENT

- 8.1 Payment of the price for the Goods is due in pounds sterling immediately on the issue of the Company's invoice. With the Company's written agreement credit terms may be available. All invoices shall become immediately payable if the Customer commits any of the acts referred to in Conditions 6.4.1, 6.4.2 or 6.4.3.
- 8.2 Time for payment shall be of the essence.
- 8.3 No payment shall be deemed to have been received until the Customer has received cleared funds into its bank account.
- 8.4 All payments payable to the Company under the Contract shall become due immediately upon termination of this Contract despite any other Condition or credit terms agreed between the Company and Customer.
- 8.5 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 8.6 If the Customer fails to pay the Company any sum due pursuant to the Contract the Customer will be liable to pay interest to the Company on such sum from the due date for payment pursuant to, and to claim charges payable under, the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.7 The Company reserves the right to refuse to deliver further orders to the Customer whilst any payment in respect of earlier orders made by the Customer remains outstanding.
- 8.8 The Company may at its discretion require a deposit payment in cleared funds to be paid to the Company on account of any order or series of orders made or to be made by any Customer, and any deposit so received by the Company shall be held as security for the payment of the Price and shall only be returned without interest to the Customer if and when all sums outstanding in respect of that order or series of orders have been paid in full. The Company may apply use any deposit at its discretion to pay (or part pay) any sum owed by the Customer.
- 8.9 If the price is payable by instalments and any amount is not paid on the due date the whole outstanding balance shall become immediately due and payable as a debt.

9 CUSTOMER SPECIFICATIONS

- 9.1 Where Goods are made to the Customer's design or the specification, the Company accepts no responsibility for the accuracy of such design or specification or the suitability of the Goods for the purpose for which they are intended. Further, the Company is under no obligation as to the confidentiality of such design or specification and is not required to maintain safekeeping of any drawings or documents supplied and will only return them when requested and where it is practical to do so.
- 9.2 Where Goods require modification(s) (other than by reason of any fault by the Company) the cost of such modification(s) shall be paid by the Customer in full.
- 9.3 If any of the Goods are manufactured or any processes are applied to the Goods by the Company in accordance with the design or specification requirements submitted by the Customer, the Customer shall indemnify the Company against any loss or damage which the Company incurs in connection with or paid by the Company in settlement of any claim for infringement of any patent, copyright or other intellectual property right of any other person which results from the Company's use of the Customer's specification.

10 INSTALLATION OF GOODS

- If the Company agrees to install Goods, the Customer shall:
- 10.1 at its cost provide all services and equipment necessary for the installation of the Goods including building services, lighting, power, lifting, hoisting, cranes, platforms or scaffolding;
- 10.2 ensure that the Company has free uninterrupted access to work areas when required by it for the purposes of installing the Goods; and
- 10.3 (without prejudice to Condition 5) be responsible for any loss or damage to the Goods or other property which occurs during and after installation by reason of act, neglect or default of the Customer, its servants or agents or any third party.

11 SAFETY INFORMATION

- The Customer must keep the Company promptly and fully informed of any safety defects in the Goods of which the Customer becomes aware, or which the Customer ought reasonably to be aware, whether such defects relate to the risks thus posed to person or property.

12 PRODUCT SAFETY ACTION

- If there is any product recall campaign relating to any Goods launched by any person or authority (whether or not mandatory), or where any person informs the Customer or Company that any Goods cannot safely be used, either (whether or not in conjunction with other goods or services), the Customer will provide the Company or third party with all reasonable assistance and information and the Customer shall indemnify the Company against all loss, damage, costs, claims and/or expenses incurred by the Company as a result of any failure or unreasonable delay on the part of the Customer in providing such assistance to the Company.

13 CLAIMS

- 13.1 The Company shall not be liable for defects in, damage to or shortages (but no claim shall lie where delivery is made in instalments under Condition 3.5) in delivery of Goods to the Customer or any claim that Goods are not

in accordance with the Contract unless the Customer notifies the Company of the matter complained of in writing within 7 days of delivery of the Goods, and the Goods are returned to the Company at the Customer's expense within 14 days of delivery. If the defect was not visible or could not have been discovered by testing at the time of delivery, the Company shall not be liable for such defect after 7 days following discovery of the defect and not in any event after 6 months following delivery of the Goods. The Company may, at its option, replace any Goods which are proven to be defective, damaged or in any other respect not in accordance with the Contract.

- 13.2 Notwithstanding the periods provided in Condition 13.1 for making claims, the Company will not accept liability for notifying carriers of, nor will it have any liability to the Customer for any claim for shortage or defect, or for any loss, damage or delay in transit or mis-delivery arising as a result of any act or omission of any carrier.
- 13.3 The Customer shall have no claim in respect of any repairs or alterations to Goods undertaken without the prior written consent of the Company; in respect of any defect arising by reason of fair wear and tear; or damage due to misuse.
- 13.4 In the event of any of the Goods being defective or damaged or otherwise not in accordance with the Contract, the Customer shall first ask the Company to repair the Goods or supply replacements. The Company may, at its option, repair or replace the defective Goods free of charge. If the Company does repair or replace the Goods, the Customer shall accept them and the Company shall be under no liability in respect of any loss or damage whatsoever arising as a result of the initial delivery of defective Goods or from any delay before the defective Goods are repaired or replacements are delivered.

14 LIABILITY

- 14.1 The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 14.1.1 any breach of these Conditions; and
- 14.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 14.2 Where the Customer is not dealing as a consumer for the purposes of the Contract, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 14.3 Where the Customer is dealing as a consumer for the purposes of the Contract, the Company shall not be responsible for any losses that the other suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with the provisions of these Conditions.
- 14.4 Nothing in these Conditions excludes or limits the Company's liability for death or personal injury caused by its negligence, fraudulent misrepresentation, or any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 14.5 Whether or not the Customer deals as a consumer, subject to Condition 14.4:
- 14.5.1 the Customer's liability is subject to, and conditional on, the Customer having complied with its obligations under Condition 13;
- 14.5.2 the Customer's total liability in contract, tort (including negligence) or breach of statutory duty, misrepresentation or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the greater of:
- (a) the limit of (and subject to any exclusions in) any applicable insurance policy maintained by the Company giving cover in respect of the loss or damage in question; or
- (b) the Price; and
- 14.5.3 the Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
- (a) loss of profit;
- (b) loss of business;
- (c) loss of goodwill;
- (d) loss of contract; or
- any special, indirect or pure economic loss, costs, damages charges or expenses.
- 14.6 This Condition 14 shall be subject to the terms of any express written standard form of manufacturer's warranty issued by the Company in respect of any specific Goods from time to time.

15 TERMINATION

- Without prejudice to any other rights which it may have against the Customer, the Company may terminate the Contract, in whole or in part, or suspend deliveries under it or any other goods, if:
- 15.1 any sum is due from the Customer to the Company under the Contract (or on any other account) but is unpaid; or
- 15.2 the Customer is in breach of any provision of the Contract; or
- 15.3 the Customer is subject to any circumstances described in Conditions 6.4.1, 6.4.2 or 6.4.3.

16 GENERAL LIEN

- Without prejudice to any other right which it may have against the Customer, the Company shall have a general lien over any property of the Customer which is in the Company's possession, in respect of all unpaid debts due to it from the Customer. The Company may dispose of that property, as it thinks fit, after giving 14 days' notice to the Customer, and to apply the proceeds of sale in, or towards, payment of those debts.

17 FORCE MAJEURE

- The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 90 days, either party may give notice in writing to the other to terminate the Contract.

18 RETURNABLE PACKAGING

- Where the Company specifies that any packaging is to be returned to it, such packaging shall be returned at the Customer's expense and the risk of damage or loss to such packaging shall be borne by the Customer until such time as they are received by the Company in good condition. If the Customer fails to deliver the packaging as directed by the Company, the Company may charge the Customer the replacement market price of the packaging items and the provisions for interest on late payments in Condition 8.6 shall apply.

19 EXPORT DOCUMENTATION

- The Customer shall be responsible for ensuring that all documentation, licences or permissions necessary for the export of Goods are obtained and shall indemnify the Company in respect of any actions, claims or demands relating thereto. Where the Customer fails to obtain the requisite documentation, the Company may (without prejudice to any other of its rights under the Contract) treat this as a material breach of contract entitling it to terminate the Contract.

20 DATA PROTECTION

- 20.1 The Company will comply with all applicable data protection legislation and will only to use, process, share and transfer the Customer's data in

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- accordance with, and for the purposes set out in the Company's privacy policy at [<https://www.slingco.com/uk/privacy-security-cookies>].
- 20.2 The Company may make changes to the privacy policy and will notify the Customer if it does so. The Company will ensure that any changes to the privacy policy comply with data protection legislation.
- 21 COMMUNICATIONS**
- 21.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax:
- 21.1.1 in case of communications to the Company, to its registered office or such changed address the Company may notify to the Customer; or
- 21.1.2 in the case of communications to the Customer, to its registered office (if it is a company) or (in any other case) to its address set out in any document which forms part of the Contract or such other address as the Customer may notify to the Company.
- 21.2 Communications shall be deemed to have been received:
- 21.2.1 if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- 21.2.2 if delivered by hand, on the day of delivery; or
- 21.2.3 if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
- 22 GENERAL**
- 22.1 Materials, equipment, tools, dies, moulds, copyright, design rights, trade marks, or any other form of intellectual property rights in all drawings, specifications, goods and data supplied by the Company shall at all times be and remain the exclusive property of the Company and nothing in this Contract shall be or be deemed to be a transfer, assignment or licence by the Company to the Customer over or in relation to any such intellectual property rights.
- 22.2 The Company's rights and remedies under the Contract do not exclude any other rights or remedies.
- 22.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable it shall to the extent of such illegality, invalidity or unenforceability be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in force.
- 22.4 If any provision of the Contract is severed pursuant to clause 22.3 the parties shall substitute provisions in a form as similar to the offending provisions as is possible without thereby rendering them illegal, invalid or unenforceable.
- 22.5 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
- 22.6 Any waiver by the Company of any breach of, or any default under, any provision of the Contract will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 22.7 The Contract shall not be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 22.8 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.