

ALLIED BRITANNIA LTD**General Terms and Conditions of Sale**

These General Conditions of Sale ("Conditions") set out the terms and conditions governing the sale of Products and/or Services by a seller to a buyer in the United Kingdom or Internationally. These Conditions apply to all sales transactions, unless otherwise agreed upon in writing between the parties. By placing an order with the seller, the buyer agrees to be bound by these Conditions.

1. Definitions

"ABL" refers to Allied Britannia LTD.

"Business Day" refers to a day (other than Saturday, Sunday or public holiday in England and Wales) when banks in London are open for business.

"Buyer" refers to the party purchasing the goods from ABL.

"Confidential Information" refers to sensitive or proprietary information that is disclosed by one party to another party under a confidentiality or non-disclosure agreement or in the context of a business relationship. This information is intended to be kept confidential and is typically disclosed for a specific purpose or use.

"Export License" any form of authorization required by any Sanctions and Export Control Law in order to legitimately export, re-export, transfer or transship a Product in a third country.

"Force Majeure Event" any circumstances not in a party's reasonable control, including (but not limited to):

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic,
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination, or sonic boom;
- (e) any law or action taken by a government or public authority, including imposing a restriction under any Sanctions or Export Control Law, or the failing to grant a necessary Export License, or any other necessary license or consent;
- (f) collapse of buildings, fire, explosion or accident;



(g) IT failure caused by a virus, malware or other software introduced by a third party (or any other activity by which a third-party interrupt or otherwise infiltrates a party's computer system).

"Investigation" refers to any investigation or pending or threatened investigation or involvement in any investigation (either as a witness or a suspect) in relation to any alleged violation of any Sanctions and Export Control Laws by any Sanctions or Export Control Authority or any law enforcement, regulatory or other governmental agency or any customer or supplier, and investigated shall be construed accordingly.

"Products" refers to the products or items being sold to the Buyer.

"Prohibited End Use" refers to any end use of a Product that is prohibited, or prohibited without an Export License, by any Sanctions and Export Control Law applicable to either party, or to a Product, including in particular direct or indirect use in support of any purpose connected with chemical, biological or nuclear weapons; or, missiles capable of delivering such weapons; or, use in any nuclear explosive activity or unsafeguarded nuclear fuel cycle; or, use in weapons of mass destruction.

"Seller" refers to the party selling the goods (Allied Britannia LTD known as "ABL").

"Services" refers to the services being sold to the Buyer.

"Order" refers to the Buyer's purchase order for the Products and/or Services.

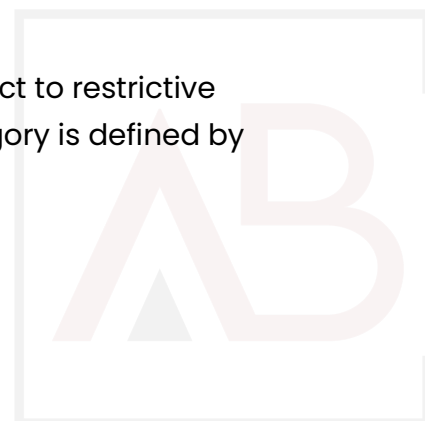
"Sanctions Target" refers to any person, entity or body:

(a) specifically designated or listed under any Sanctions and Export Control Laws (including, but not limited to, the Consolidated Screening List of parties for which the US Government maintains restrictions on certain exports, reexports or transfers of items; HM Treasury's Consolidated List of Financial Sanctions Targets in the UK; and all lists of targeted persons and entities identified in European Union sanctions regulations and the Annexes thereto);

(b) owned or controlled by an individual, entity or body specifically designated or listed under any Sanctions and Export Control Laws;

(c) acting for or on behalf of any individual, entity or corporate body falling into categories (a) and (b) above; or

(d) falling within a category of persons, entities or bodies which is subject to restrictive measures in any Sanctions and Export Control Laws, whether that category is defined by nationality, business sector or otherwise.



“Specifications” refers to the description or specifications for the Products and/or Services agreed between ABL and the Buyer in writing.

“Sanctions and Export Control Laws” any law, regulation, statute, prohibition or wider measure applicable to the Products, ABL and/or the Buyer relating to the adoption, application, implementation and enforcement of economic sanctions, export controls, trade embargoes or any other restrictive measures, including but not limited to those measures which prohibit or otherwise restrict either party’s ability to:

- (a) sell, supply, import, export, re-export, transfer, or transship the Products to, or through, certain destinations;
- (b) sell, supply, export, re-export or transfer the Products either directly or indirectly to a Sanctions Target;
- (c) effect payments, or otherwise transfer any funds, to or from a Sanctions Target;
- (d) sell, supply, export, re-export or transfer the Products either directly or indirectly for a Prohibited End Use;
- (e) engage in specified dealings with a specified class of person or entity, whether defined by nationality, business sector or otherwise.

2. Formation of Contract

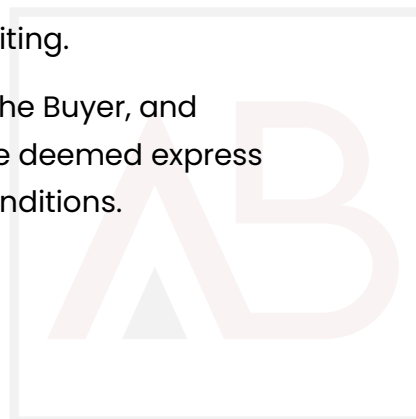
2.1. All orders placed by the Buyer are subject to acceptance by the Seller. The Seller reserves the right to accept or reject any order in their sole discretion. The seller reserves the right to refuse any order without providing a reason.

2.2. These terms shall apply to the Order and each and every sale of Products and/or Services (including those Orders concluded by e-mail or other electronic communication) made by or on behalf of ABL except insofar as they may be excluded or varied by express written agreement between the Buyer and ABL. Any such exclusion or variation shall only be valid where it has been signed by a director (or company secretary) or manager of ABL.

2.3. An Order will not be confirmed until ABL has sent an e-mail communication to the Buyer acknowledging their purchase order and confirming the price and description of the Products.

2.4. For the avoidance of any doubt, Orders may only be concluded in writing.

2.5. These Terms shall override any terms and conditions presented by the Buyer, and submission of the Order (and/or acceptance of ABL’s quotation) shall be deemed express acceptance by the Buyer of these Terms and any applicable Special Conditions.



2.6. Any samples, drawings, descriptive matter or advertising produced by ABL and any descriptions or illustrations contained in ABL's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form any part of these Terms, nor shall they have any contractual force.

2.7. All quotations given by ABL will be valid for the date on which it is issued, however, ABL has the right to invalidate any quotation without any prior notice even if the quotation still has validity.

3. Products and Services

3.1. A description of the Products will be set out in ABL's quotation (where applicable), or as set out or modified in any Specification.

3.2. To the extent that the Products are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify ABL and its affiliates (if any) 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 and other professional costs and expenses) suffered or incurred by ABL in connection with any claim made against ABL for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with ABL's use of the Specification. This clause 3.2 shall survive termination of the Contract.

3.3. ABL reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements

4. Price and Payment

4.1. The price of the goods shall be as stated in the seller's quotation or as otherwise agreed upon in writing between the parties. All prices are exclusive of applicable taxes, duties, and delivery charges, unless otherwise stated.

4.2. Payment for the goods shall be made in the currency specified by the seller and within the agreed payment terms. Unless otherwise stated, payment is due upon placement of the order.

4.3. The seller may charge interest on overdue payments at a rate of 8% per annum above the Bank of England's base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount.

4.4. The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding. ABL may at any time, without limiting any other rights it may have, set off any amount owing to it by the Buyer against any amount payable by ABL to the Buyer.

4.5. It is the Buyer's responsibility to satisfy itself of the correct payment details for ABL prior to sending any payment. In this regard the Buyer is urged to be vigilant against intercepted emails and other interference by third parties. ABL strongly recommends that the Buyer emails their contact at ABL to confirm any banking details prior to sending any payment.

4.6. ABL accepts no liability for any payments made by the Buyer to incorrect bank details.

4.7. The seller reserves the right to adjust the prices of the products or services at any time without prior notice.

5. Delivery and Collection

5.1. Delivery and collection of the Products shall be governed by Incoterms 2010.

5.2. The seller shall make reasonable efforts to deliver the goods within the agreed time frame. However, delivery dates are estimates and are not guaranteed. The Seller shall not be liable for any delay or failure to deliver the goods caused by circumstances beyond their reasonable control.

5.3. The risk of loss or damage to the goods shall pass to the buyer upon delivery. The buyer should inspect the goods upon receipt and notify the seller promptly of any visible defects or discrepancies.

5.4. All quoted items delivery terms are based on Ex-works, Factory unless otherwise stated in the quotation. In the event that no delivery terms are mentioned then it is assumed that the delivery terms will be on Ex-Works, Factory basis.

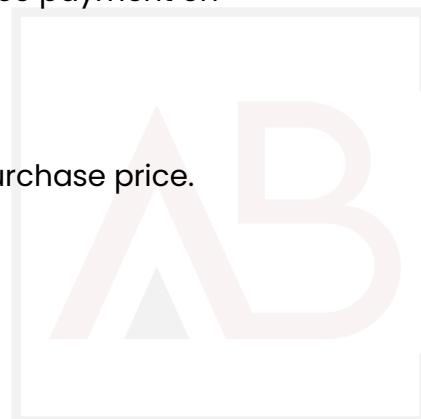
5.5. If the Buyer fails to collect the Products within 1 Business Day of the collection date notified by ABL to the Buyer:

5.5.1. ABL reserves the right to sell the product to another customer if the condition is based on ex-stock subject to remaining unsold.

5.5.2. ABL shall be entitled to charge the Buyer a reasonable fee for each day of storage and can deduct the amount as ABL deems reasonable from any advance payment on account or from the balance on account.

6. Title

6.1. Title to the goods shall pass to the buyer upon full payment of the purchase price.



7. Warranties and Liability

7.1. The seller warrants that the goods shall be of satisfactory quality and fit for their intended purpose, unless otherwise specified. Any warranty period shall be as stated in the seller's quotation.

7.2. The seller's liability for any defective goods shall be limited to repair, replacement, or refund of the purchase price, at the seller's discretion.

7.3. The seller shall not be liable for any indirect, consequential, or incidental damages, except to the extent prohibited by law.

8. Limitation of liability

8.1. ABL's total liability arising under or in connection with this agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the value of the Order

8.2. The Seller's total liability for any claim arising from or related to this sales agreement, including but not limited to breach of contract, negligence, or any other cause of action, shall not exceed the total amount paid by the Buyer for the specific product or service giving rise to the claim.

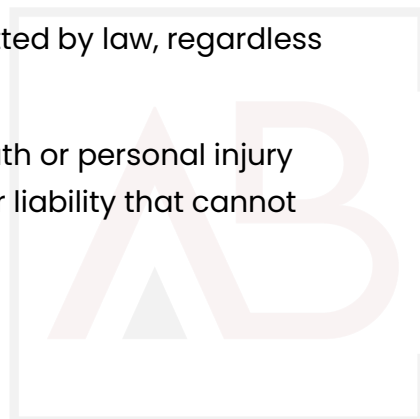
8.3. The Seller shall not be liable for any loss, damage, or injury caused by events beyond their reasonable control, including but not limited to acts of nature, acts of government, war, terrorism, civil unrest, strikes, or other labor disputes.

8.4. The Buyer acknowledges and agrees that the Seller provides no warranty or guarantee, express or implied, regarding the product, except as explicitly stated in writing. The Seller disclaims any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

8.5. The Buyer is responsible for using the product in a safe and appropriate manner, and the Seller shall not be liable for any damages or injuries resulting from the Buyer's misuse, negligence, or failure to follow instructions or warnings provided with the product.

8.6. This limitation of liability shall apply to the fullest extent permitted by law, regardless of whether any remedy fails its essential purpose.

8.7. Nothing in this clause shall limit or exclude the Seller's liability for death or personal injury arising from their negligence, fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.



9. Buyer's warranty in respect of export controls

The Buyer warrants and represents that:

9.1. Neither it, nor any member of its Group, is currently (or has been in the last 3-5 years):

9.1.1. A Sanctions Target

9.1.2. Involved in any Investigation

9.2. its Personnel are not currently (and have not been in the last 3 years) involved in any Investigation;

9.3. full, accurate and complete details of all directors, owners or controllers of the Buyer have been disclosed to WCL on request (and such request may take the form of a customer set-up form); and

9.4. the Products are not intended for any Prohibited End Use.

10. Termination

10.1. The Seller reserves the right to terminate this sales agreement at any time by providing written notice by electronic mail or any other means to the Buyer in the event of:

10.1.1. Non-payment: If the Buyer fails to make payment in accordance with the agreed-upon terms and conditions, the Seller may terminate the agreement and suspend further deliveries or services until the outstanding payment is received.

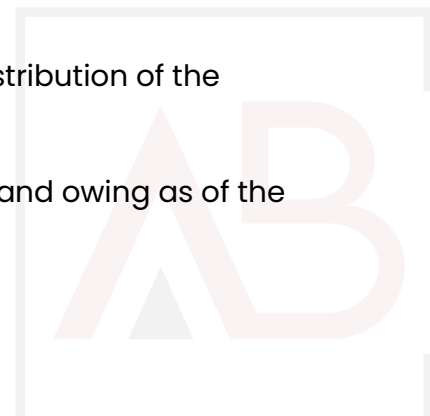
10.1.2. Breach of Agreement: If the Buyer breaches any material term or condition of this agreement, the Seller may terminate the agreement after providing written notice specifying the breach. The Buyer shall have a reasonable opportunity to rectify the breach within a specified timeframe, as determined by the Seller.

10.1.3. Insolvency or Bankruptcy: If the Buyer becomes insolvent, files for bankruptcy, or has a receiver or liquidator appointed over its assets, the Seller may terminate this agreement immediately upon written notice.

10.2. Upon termination of this agreement:

10.2.1. The Buyer shall immediately cease any further use, sale, or distribution of the products or services provided by the Seller.

10.2.2. The Seller shall be entitled to any outstanding payments due and owing as of the date of termination.



10.3. The Seller shall have no further obligations or liabilities under this agreement, except as expressly stated in this termination clause or as otherwise required by applicable law.

10.4. Termination of this agreement shall not affect any rights or remedies accrued by either party prior to termination.

10.5. The termination of this agreement shall be without prejudice to any other rights or remedies available to the Seller at law or in equity.

11. Returns and Cancellations

11.1. The Seller may, at their discretion, accept returns of products or cancellation of services. However, returns and cancellations are subject to the following conditions:

11.1.1. Products:

11.1.1.1. The Seller will only accept returns of products that are in their original condition, unused, and in their original packaging.

11.1.1.2. The Buyer must notify the Seller of their intent to return the product within 7 days from the date of delivery.

11.1.1.3. The Buyer must notify the Seller in the event they want to cancel the order and the Seller shall share the cancellation fee that will be charged on the entire order.

11.1.1.4. If the Seller accepts the return, the Buyer will be responsible to cover the shipping cost of the Product back to ABL or any other designated address as mentioned by ABL in writing.

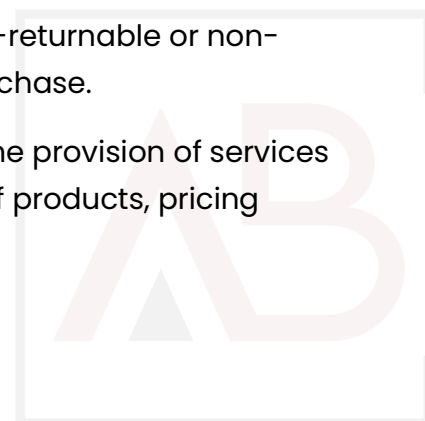
11.1.1.5. A 15% restocking fee shall be charged to cover the handling, processing, and administrative costs.

11.1.1.6. The restocking fee will be deducted from the refund amount.

11.1.1.7. Refunds for returned products or cancelled services will be processed within a reasonable timeframe after the Seller has received the returned products or confirmed the cancellation of services. Refunds may be subject to deductions for restocking fees or applicable shipping costs.

11.1.1.8. The Seller may designate certain products or services as non-returnable or non-refundable. The Buyer shall be notified of such designations prior to purchase.

11.1.1.9. The Seller reserves the right to cancel an order or terminate the provision of services at any time due to reasons including, but not limited to, unavailability of products, pricing errors, or failure to meet the Seller's criteria for acceptance.



11.1.1.10. In the event of cancellation by the Seller, the Seller shall not be liable for any cancellation fees or charges imposed by third parties or incurred by the Buyer.

11.1.1.11. The Seller shall have no obligation to accept returns or provide refunds for products that have been customized or made-to-order, unless they are defective or not as described.

11.1.1.12. This returns and cancellation policy does not affect the Buyer's statutory rights under applicable consumer protection laws.

11.1.2. Services: The Seller may allow cancellations of services if sufficient notice is provided by the Buyer, as determined by the Seller. Otherwise, a minimum charge shall be applicable on the total order.

12. Confidentiality

12.1. The Buyer acknowledges that during the course of this sales agreement, they may have access to confidential information belonging to the Seller, including but not limited to trade secrets, business strategies, customer lists, financial information, and any other proprietary or confidential information.

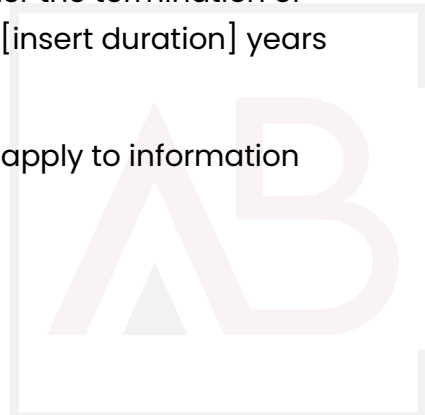
12.2. The Buyer agrees to maintain the strict confidentiality of the Confidential Information and to use it solely for the purposes of this sales agreement. The Buyer shall not disclose, publish, or otherwise make available any Confidential Information to any third party without the prior written consent of the Seller.

12.3. The Buyer shall take all reasonable measures to protect the Confidential Information from unauthorized disclosure or use. This includes implementing appropriate security measures to prevent access by unauthorized individuals and ensuring that any employees or agents who have access to the Confidential Information are bound by confidentiality obligations no less stringent than those contained in this agreement.

12.4. The Buyer shall not use the Confidential Information for any purpose other than the performance of their obligations under this sales agreement. The Buyer shall not directly or indirectly compete with the Seller using the Confidential Information obtained during the course of this agreement.

12.5. The confidentiality obligations shall continue to apply even after the termination or expiration of this sales agreement, and they shall survive for a period of [insert duration] years from the date of termination or expiration.

12.6. The confidentiality obligations set forth in this clause shall not apply to information that:



- 12.6.1. a. Is or becomes publicly available through no fault of the Buyer;
- 12.6.2. b. Was already in the possession of the Buyer prior to its disclosure by the Seller;
- 12.6.3. c. Is received from a third party without a breach of confidentiality obligations;
- 12.6.4. d. Is required to be disclosed by law, regulation, or court order, provided that the Buyer gives prompt notice to the Seller to enable them to seek a protective order or other appropriate remedy.

12.7. Any breach of this confidentiality clause may result in irreparable harm to the Seller for which monetary damages may not be an adequate remedy. Therefore, the Seller shall be entitled to seek injunctive relief or any other equitable remedies to enforce the obligations of the Buyer under this clause, in addition to any other rights or remedies available at law or in equity.

13. Data Protection

13.1. Both parties will comply with all applicable requirements of the Data Protection Act 2018 and any other data protection legislation which may be in force in the UK from time to time.

14. Waiver

14.1. The failure of the seller to exercise or enforce any right or provision of this contract shall not constitute a waiver of such right or provision unless expressly agreed to in writing.

14.2. Any waiver of a specific right or provision by the seller shall not be deemed a waiver of any other right or provision, nor shall it constitute a continuing waiver unless expressly stated in writing.

14.3. The seller's acceptance of any breach, default, or violation by the buyer under this contract on one or more occasions shall not be deemed a precedent for similar or future breaches, defaults, or violations.

14.4. Any waiver by the seller must be in writing and signed by an authorized representative. The failure to insist upon strict adherence to any term, condition, or provision of this contract shall not be considered a waiver of any subsequent breach, default, or violation.

14.5. The seller reserves the right to exercise any and all rights and remedies available to them under this contract, at law, or in equity, even if not specifically mentioned herein.

14.6. The seller's delay or failure to exercise any right or remedy shall not prevent them from exercising such right or remedy at a later time, nor shall it be deemed a waiver of any

subsequent breach, default, or violation.

14.7. All rights and remedies available to the seller, whether provided in this contract or by law, shall be cumulative and may be exercised concurrently or independently, as the seller deems necessary or appropriate.

14.8. The seller's acceptance of payments, performance, or other actions by the buyer that may constitute a breach or default under this contract shall not be construed as a waiver of any rights or remedies available to the seller.

15. Entire Agreement

15.1. This contract, including any attached exhibits or addenda, constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, understandings, promises, assurances, warranties, or representations between them regarding the subject matter herein, except as expressly stated in this contract.

15.2. No modification, amendment, or waiver of any provision of this contract shall be effective unless in writing and signed by the seller. Any terms or conditions proposed by the buyer, whether in writing or orally, that are inconsistent with or additional to the provisions of this contract shall be deemed null and void, unless expressly agreed to in writing by the seller.

15.3. The seller shall not be bound by any statements, warranties, or representations made by the buyer or any third party unless expressly incorporated into this contract. The seller disclaims any reliance on such statements, warranties, or representations.

15.4. The buyer acknowledges that they have not entered into this contract in reliance on any representations, warranties, or guarantees except those expressly stated herein. The buyer further acknowledges that they have had the opportunity to review this contract and seek independent legal advice if desired.

15.5. In the event of any conflict or inconsistency between the terms and conditions of this contract and any other document or agreement referenced herein, the terms and conditions of this contract shall prevail.

15.6. The headings and section titles contained in this contract are for convenience purposes only and shall not affect the interpretation or construction of any provisions contained herein.



16. Governing Law and Jurisdiction

16.1. These Conditions shall be governed by and construed in accordance with the laws of the England and Wales.

16.2. Any disputes arising out of or in connection with these Conditions shall be subject to the exclusive jurisdiction of the courts of the England and Wales

