

SCM GROUP (UK) LTD GENERAL CONDITIONS OF SALE

1. GENERAL

1.1 These General Conditions, together with any Special Conditions endorsed on or appended to our Confirmation of Order overleaf, shall constitute the entire agreement between us and the Buyer for the supply of Goods ("the Contract") and shall override any representation, warranty or other statement and any other terms and conditions of whatsoever kind and howsoever formulated, whether written or oral, expressed or implied. Any general or special terms and conditions of purchase proposed by the Buyer shall not become binding on us unless accepted by us in Writing and expressly incorporated into our Special Conditions. Whether or not the Buyer shall confirm in Writing its acceptance of our General and Special Conditions the Buyer's conduct in performance or purported performance of the Contract shall constitute its unconditional acceptance of our General and Special Conditions. The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with this Contract. Throughout these General Conditions of Sale, save where the context otherwise requires:-

- (a) "Buyer" means the buyer of the Goods, being either a distributor purchasing from us for re-sale or an end user purchasing from us directly;
- (b) "Confirmation of Order" means our written order confirmation for the Goods;
- (c) "Goods" means machines and/or relevant parts and materials supplied pursuant to the Confirmation of Order, as the context may require, and "machines" shall be construed accordingly;
- (d) "in Writing" means signed by a duly authorised representative of us or the Buyer as the context may require;
- (e) "Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, 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;
- (f) "Order" means the order for the Goods made by the Buyer;
- (g) "Services" means the services (if any) referred to in the Confirmation of Order; and
- (h) "we, us and our" means SCM Group (UK) Limited (CRN: 02718660) whose registered office address is at The Broadgate Tower 7th Floor, 20 Primrose Street, London, EC2A 2EW.

1.2 In the event of any conflict between any General and any Special Conditions, the Special Conditions shall prevail.

1.3 No variation of any of our General and/or Special Conditions shall be of any effect unless expressly agreed in Writing by us. No waiver or indulgence by us shall prejudice us in the full exercise of our rights and remedies under the Contract.

1.4 The Buyer may not assign any of its rights or obligations under the Contract without our prior consent in Writing. We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under the Contract, without being obliged to obtain the Buyer's consent.

1.5 Our employees or agents are not authorised to make any representations or warranties concerning the Goods unless confirmed by us in Writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations or warranties, which are not so confirmed by us.

1.6 Any advice or recommendation given by us or our employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by us is followed or acted upon entirely at the Buyer's own risk, and accordingly we shall not be liable for any such advice or recommendation (or any loss or damage whatsoever arising from any reliance on or use of the same) which is not so confirmed by us.

1.7 Any samples, drawings, descriptive matter or advertising issued by us and any descriptions or illustrations of the Goods or Services contained on our website or in our advertising material are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by us shall be subject to correction without any liability on our part.

1.8 Any words following the terms including, **include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. QUOTATIONS

2.1 Our quotation shall not constitute an offer to sell but merely an invitation to treat. Accordingly, no binding Contract shall be created until the Buyer shall have placed the Order and we shall have issued our written Confirmation of Order. The Contract is created when we issue our written Confirmation of Order.

2.2 All our quotations are valid for 30 days and subject to availability of the Goods at the date of issue of our Confirmation of Order. Drawings, dimensions and weights quoted must be taken as approximate only and do not form part of the Contract. The Buyer is responsible for ensuring that the terms of the quotation and subsequent Confirmation of Order are complete and accurate.

2.3 Orders must be placed for Goods as quoted by us. All extras and accessories ordered but not specified in our quotation will be charged for separately as will the costs of all tests, alterations, additions and other work undertaken at the Buyer's request.

2.4 No order which has been accepted by us may be cancelled by the Buyer except with our agreement in Writing and on terms that the Buyer shall indemnify us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by us as a result of cancellation.

3. CHANGES IN SPECIFICATION, SPECIAL MACHINES AND TESTING

3.1 We reserve the right to make changes at any time and with or without notice in the materials, dimensions and designs of any of the Goods: (a) where such change does not materially affect the quality of the Goods, or (b) where such change does not affect the validity of any Contract relating thereto.

3.2 Where the Buyer requires Goods to be supplied to its own specification, we enter into the Contract on the basis that the drawings or samples of parts to be manufactured for such Goods together with particulars of the intended presentation of parts to the machine and of the tooling to be used, were made available to us prior to the issue of our quotation and the final manufacturing drawings and/or samples and other details will be made available to us within 7 days of the date of our Confirmation of Order. If the Buyer fails to observe these conditions, we shall supply the Goods in accordance with our standard specification and shall not be liable for (a) any discrepancy between such specifications and the Buyer's requirements or (b) the machine's performance.

3.3 Unless otherwise agreed in Writing the supply of tooling is the responsibility of the Buyer. Where we do supply tooling the responsibility for ensuring that the specification for the tooling meets the Buyer's requirements shall lie with the Buyer.

3.4 The Buyer is not permitted to make any changes to the specification of any Goods after the date of our Confirmation of Order unless we have given consent in Writing to the same which consent may be subject to the Buyer agreeing additional charges and/or delay in delivery of the Goods.

3.5 If the Goods are to be manufactured or any process is to be applied to the Goods in accordance with a specification submitted by the Buyer, the Buyer shall indemnify us and the manufacturer against all loss, damages, costs, penalties and expenses (including legal and other professional costs and expenses calculated on a full indemnity basis) awarded against or incurred by us and/or the manufacturer in connection with or paid or agreed to be paid by us and/or the manufacturer in settlement of any claim for infringement of any Intellectual Property Rights of any other person which results directly or indirectly from the use by us and/or the manufacturer of the Buyer's specification.

3.6 Where the Buyer requests any Goods to be customised or modified in any manner whatsoever, the Buyer shall be responsible for arranging for testing and inspection of the Goods at our premises before delivery. We shall have no liability for any claim in respect of any defect in the Goods which would be apparent on such inspection.

3.7 If agreed by the parties and set out in the Confirmation of Order, the parties shall carry out their respective obligations in respect of any acceptance tests relating to the Goods. The criteria for such testing and any associated acceptance of the Goods shall be as set out in the Confirmation of Order, and the Purchaser shall not unreasonably withhold or delay its acceptance of the Goods due to minor discrepancies that do not materially affect the performance of the Goods. If no acceptance tests are agreed to be carried out, the Goods shall be deemed to be in accordance with the Contract upon delivery and finally accepted by the Buyer. Nothing in this clause shall affect the Buyer's rights under the warranty at clause 13.

4. PRICES

4.1 Unless otherwise stated in the Contract, all prices quoted are on an ex-works Italian factory basis. If agreed expressly in writing with us, we will at the Buyer's request arrange for delivery to such address as the Buyer notifies to us in Writing by no later than fifteen (15) days prior to the due date for delivery and the costs of packaging and transport (including insurance) shall be payable by the Buyer.

4.2 Our prices are fixed from date of our Confirmation of Order. We reserve the right to increase the price of the Goods and/or Services, by giving notice to the Buyer at any time before delivery, to reflect any increase in the cost of performing the Contract to us, including in the event of any fluctuations in the cost of labour and/or raw materials and/or components in the course of manufacturing the Goods or (where applicable) any alterations in Customs Duties, import charges or any other applicable duties, taxes, levies and charges, which may occur between the date of our Confirmation of Order and the date of delivery.

4.3 We shall be entitled to adjust the price to take account of any delay on the Buyer's part in supplying complete and accurate information required to perform the Contract or of any alteration by the Buyer to specifications or other information supplied by the Buyer.

4.4 Where applicable, Value Added Tax ("VAT") will be added to the price at the rate prevailing at the date of the relevant invoice. The Buyer will be responsible for the payment of all other duties, taxes, fees and similar charges in connection with the supply of the Goods and Services, save where we expressly agree otherwise in Writing.

4.5 If there is a variation in the transportation costs of a value greater than 20% of the cost quoted in our Confirmation of Order, we reserve the right to charge the Buyer for the increase in costs. If the Buyer does not pay the difference in cost within 7 days of such a request, we will be permitted to suspend and/or terminate the Contract immediately on written notice and recover the relevant credit and any costs (including out of pocket expenses) incurred by us in connection with the Contract.

5. PAYMENT

5.1 The Buyer shall pay the price for the Goods and Services in accordance with the payment terms set out in the Confirmation of Order.

5.2 If the Buyer fails to pay the price for the Goods and/or Services on the due date for the payment thereof, we shall be entitled (without prejudice to any other right or remedy we may have) to:

- a) cancel or suspend any further supply to the Buyer under any order; and/or
- b) charge the Buyer interest on the price at the rate of four percent per annum (4% p.a) above National Westminster Bank Plc's base rate in force from time to time from the date the payment became due until actual payment is made (irrespective of whether the date of payment is before or after any judgement or award in respect of the same).

5.3 The Buyer shall make all payments without deduction or set-off and in particular (but without limitation), shall not be entitled to set-off against any monies owed to us under the Contract any monies owed or alleged to be owed by us to the Buyer whether under the Contract or otherwise howsoever.

5.4 Any possible claim concerning the performance and the carrying out of the Contract shall not entitle the Buyer to suspend or delay payments.

5.5 In the event of any material breach by the Buyer of its obligations under the Contract we shall be entitled to retain, by way of liquidated damages, the advance payment made by the Buyer, this in addition to any rights that we may have under the Contract and without prejudice to our right to claim compensation for any further damages suffered.

6. TIME OF DELIVERY AND/OR INSTALLATION/FORCE MAJEURE

6.1 Any times quoted by us for delivery and/or installation are approximate only and are to be computed from the date on which both the following conditions are satisfied:

- a) We have despatched our Confirmation of Order to the Buyer; and
- b) We have in our possession all the information which we require to enable us to perform the Contract.

6.2 Unless otherwise agreed in writing, the goods are delivered EXW our premises (Incoterms 2020). Whilst we will use reasonable endeavours to comply with quoted dates for delivery and/or installation, we shall not otherwise be liable (other than any liability for personal injury or death arising from our negligence) for nor be required to indemnify the Buyer against any loss, damage, injury or expense, either direct or indirect and including but not limited to loss of profit or liability to third parties, suffered or incurred by the Buyer by reason of late delivery and/or installation of the Goods howsoever arising. Unless otherwise agreed in Writing by us time shall not be of the essence in relation to delivery or installation.

6.3 Without prejudice to the generality of the foregoing, we shall be in no way liable for any breach, loss or damage of any kind howsoever arising, including any loss or damage caused by or resulting from an inability to deliver or delay in delivery arising from any circumstances beyond our control, including in particular but without limitation; any act or omission of the Buyer; war (whether declared or not); warlike hostilities, armed conflict or terrorist activity (in each case, whether internal or international); insurrection; riot; civil commotion; rebellion; flood; storm; tidal wave; peril of sea; earthquake; fire; ice; lightning; or any other similar or dissimilar natural phenomenon or Act of God; explosion; strike; lock-out; labour dispute; embargo; blockade; breakdown or prevention of working of machinery; unavailability, loss, delay, detention or interruption of a carrying vessel or any other similar or dissimilar means of transportation; delay in loading or discharging material; requirements or regulations of any governmental or quasi-governmental or public or statutory authority or state, city, municipal or to any authority or political subversion; prohibition of export or import; non-availability of export or import licence; cancellation or suspension or other non-performance by a counterparty of any contract on which we depend for fulfilment of the Contract; accident; or any other similar or dissimilar circumstance (including any circumstance affecting, or affecting the availability of, any raw material required for production of the Goods) whatsoever and howsoever preventing or hindering the delivery of the Goods.

6.4 In the event of our inability to affect delivery by reason of any of the above-mentioned circumstances, we shall be entitled to give notice in Writing to the Buyer to postpone delivery or, at our option, to terminate the Contract in whole or as to any unfulfilled part thereof, in which event our liability shall absolutely cease and determine. Any delivery thus postponed shall if we so require be accepted by the Buyer upon the same terms and conditions as are specified in the Contract, such rescheduled delivery to commence as soon as reasonably possible following the abatement of the relevant circumstances.

6.5 Any duly authenticated certificate issued by any recognised Chamber of Commerce in any country in which the above-mentioned circumstances occurred shall be accepted by the Buyer as conclusive proof of the occurrence and duration of such circumstances. 6.6 The parties accept that potential delays in production and delivery as a result of Covid-19 are foreseeable but that the timing and full extent of such delays is not certain, and that any such delays are deemed to be beyond our control for the purposes of this clause 6 notwithstanding that they were foreseeable.

6.6 Without prejudice to the provisions above:

- (a) if due to events occurring after the time the Contract has been entered into by the parties, the balance between the parties' respective obligations hereunder alters significantly, thus rendering our obligations excessively onerous, then we may request that the parties' respective obligations be realigned. ; and
- (b) any agreed delivery dates are, in any event, subject to the condition that the fulfilment by us of our obligations is economically and practically reasonable to us, and that such fulfilment is not obstructed or prevented by any event arising out from circumstances beyond our control, including

any Covid-19 restrictions, shortages of personnel due to Covid-19 effects, shortages of raw materials, equipment, fuel, energy, components, or third-party services (including transport services).

7. UNLOADING AND INSTALLATION

7.1 The Buyer shall be responsible for:

- (a) unloading the Goods from carrying vehicle on its arrival at the Buyer's premises and moving the Goods in readiness for its installation, in each case whether within or without the Buyer's premises;
- (b) providing all necessary foundations and holding down bolts, guarding (other than the guarding supplied with a standard machine), lifting tackle, skate wheels, electrical power, dust extraction equipment and compressed air machinery as and when required by our engineers;
- (c) supplying and laying all necessary electrical cables and the connections to the main electrical distribution box and the factory dust extraction system; and
- (d) undertaking all necessary builder's work, including (but not limited to) cutting away, making good and any other additional work required in connection with the installation and commissioning of the Goods; and for providing all labour to effect the foregoing.

7.2 The Buyer warrants that it has adequate and appropriate on-site insurances in place and if so requested by us will provide the full details and schedules of such insurances on demand.

7.3 We warrant that the Services shall be provided using reasonable care and skill. All other warranties relating to the Services, whether implied by law or otherwise, are expressly excluded.

8. PASSING OF RISK/RETENTION OF TITLE

8.1 It is understood that, unless otherwise agreed in writing, the risk in the Goods shall pass to the Buyer pursuant to the agreed delivery term (Incoterms 2020), subject to Clause 9.

8.2 The property in the Goods shall not pass to the Buyer until we have received in full (in cash or in cleared funds):

- (i) all sums due and/or accruing due to us from the Buyer in respect of the price of such Goods; and
- (ii) unless specified otherwise in the Contract, all other sums due and/or accruing due to us from the Buyer on any account.

The Buyer expressly acknowledges that each of sub-paragraphs (i) and (ii) of this Condition 8.2 shall be regarded as separate, distinct and severable provisions. Until title in Goods passes to the Buyer:

- (a) The Buyer will hold the Goods as bailee for us and will not pledge, transfer by way of security, or otherwise deal with the Goods except by way of sale for full consideration in the ordinary course of the Buyer's business. If the Buyer shall so sell the Goods, it shall do so as principal vis-à-vis sub-buyers and not as agent for us;
- (b) The Buyer will store the Goods in a manner which makes them readily identifiable as our Goods and we may at all reasonable times enter upon any premises where they are stored for the purpose of repossessing them in case of failure to pay the price of the Goods, as provided hereunder, and the Buyer shall secure and maintain appropriate insurance in respect of the Goods whilst the Goods remain in its premises prior to full payment;
- (c) The Buyer will not relocate the Goods and allow the use of the Goods by third parties;
- (d) The Buyer shall not suffer or permit the Goods to become subject to any insolvency proceedings or arrangements or any kind;
- (e) The Buyer shall have no power to give any representation or warranty on our behalf on any re-sale of the Goods and shall fully indemnify us and save us harmless in respect of any and all representations and warranties purported to be given by the Buyer on our behalf on any such re-sale; and
- (f) The Buyer shall provide to us on demand such information as we may require from time to time relating to the Goods and the ongoing financial position of the Buyer.

8.3 Without prejudice to the generality of Condition 8.2, the Buyer's right to possession of the Goods shall cease if the Buyer is unable to pay its debts as they fall due, or does anything which would entitle a receiver to take possession of any assets or which would enable any person to present a petition for the winding-up of the Buyer or for the appointment of an administrator in respect of the Buyer.

8.4 If the Buyer fails to make any payment due to us on any account on its due date, we shall be entitled (without prejudice to any other rights or remedies which we may have against the Buyer) to either terminate this Contract or to determine that the Buyer has lost its right to pay on an instalment basis and claim payment of the full unpaid amount, and/or require immediate re-delivery of the Goods.

8.5 The Buyer hereby undertakes to take all steps necessary in order to either (i) create a valid retention of title on the terms above in our favour, which retention of title is in the widest form permitted at law and is duly enforceable, inter alia, as against third parties, or (ii) procure a guarantee in favour of us which offers no less level of security than the above retention of title.

9. PACKING

9.1 Unless otherwise agreed in Writing, packaging is not included. Where Goods are sold packed, the extent of packaging and/or protection necessary will be at our discretion. Any special packing stipulated by the Buyer will be charged to the Buyer's account. Any Goods sent unpacked at the Buyer's request will be at risk of the Buyer, from the moment of being loaded onto the relevant transport at our (or the manufacturer's) premises (as relevant) whether or not sold on an "ex-works basis".

10. STORAGE

10.1 The Goods which are shipped shall be stored by the Buyer at the place of destination, in premises which are suitable for the purposes of protecting the Goods from any type of damage or deterioration, and insured, at the Buyer's expense, by means of an all-risks insurance policy. If (a) within 7 days after we despatch our notification to the Buyer that Goods sold EX WORKS, F.O.B or F.A.S are ready, the Buyer does not make arrangements for the collection or storage of the Goods, or (b) the Buyer does not take delivery of the Goods at the time at which we or our carrier attempt to deliver the Goods, we shall be entitled to (i) arrange on the Buyer's behalf storage of the Goods either at our premises or elsewhere and/or insurance of the Goods with such insurers and against such risks as we shall think fit and all charges for storage and/or insurance shall be for the account of the Buyer; and (ii) without prejudice to our other rights, to require the Buyer on demand to pay to us liquidated damages of 0.5% of the value of the Goods for each week of delay, up to a maximum amount of 6% of the contract price.

10.2 If 45 days after our notification of readiness or attempted delivery the Buyer has not carried out payments due and/or collected or taken delivery of the Goods, we may:

- (a) resell or otherwise dispose of part or all of the Goods and charge the Buyer for any costs incurred in connection with the same, and (on a sale) for any shortfall below the price of the Goods agreed with the Buyer;
- (b) re-determine the time schedules for delivery/shipment of said Goods; or
- (c) terminate the Contract on immediate written notice to the Buyer.

11. LOSS OR DAMAGE IN TRANSIT

11.1 We accept no liability for loss or damage in transit (whether by road, rail, air or otherwise howsoever) except in the case of Goods sold "DELIVERED" and in such case any liability which we may have will be limited to replacing or repairing the missing or damaged Goods or, at our option, refunding the purchase price. In any event, no claim will be considered unless both the carriers and ourselves are notified in Writing within the following time limits:

- (a) In the case of damaged Goods within 3 days after receipt; and
- (b) In the case of non-delivery of Goods, within 7 days after the date of despatch as notified by us.

12. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

12.1 The Buyer undertakes that it shall not at any time disclose to any person any confidential information concerning our business, affairs, customers, clients or suppliers, those of any member of our group, except as permitted by clause 12.2. Our confidential information shall include any information of a confidential or proprietary nature relating to our operations, premises, processes, product information, prices, know-how, designs, specifications, formulae, drawings, samples, prototypes, devices, techniques, trade secrets and software.

12.2 The Buyer may disclose our confidential information:

(a) to its employees, officers or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract, provided that the Buyer shall ensure that its employees, officers or advisers to whom it discloses our confidential information comply with this clause 12 and have signed written agreements containing confidentiality obligations no less onerous than those imposed under this clause; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 The Buyer shall not use our confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12.4 All Intellectual Property Rights in the Goods and any deliverables, and in or arising out of or in connection with the Services, shall be owned by us.

12.5 The Buyer grants to us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy, use and modify any materials provided by the Buyer to us in connection with the Contract for the term of the Contract for the purpose of providing the Goods and Services to the Buyer.

12.6 No trade mark, trade name or logo carried on Goods supplied by us may be in any way altered, obscured, erased or replaced without our prior consent in Writing.

13. WARRANTY

13.1 Upon and subject to the terms and conditions hereinafter contained, we hereby warrant that any part or parts of Goods sold by us (other than Goods in relation to which clauses 13.3 and/or 13.4 below apply) shall be free from defects and/or non-conformities in materials and/or workmanship for the relevant Warranty Period (as defined below).

13.2 We will, at our option, either replace or repair free of any charges (including delivery charges) any structural parts and other components of the Goods that do not comply with the aforementioned warranty, on condition that:

(a) notice in Writing specifying full particulars of the alleged defect and the serial number of the machine is given to us promptly (and in any event within 3 days) of you becoming aware of the alleged defect, and;

(i) the warranty claim by the Buyer is made before the expiry of a period of twelve months from the installation of the machine to such Buyer (period of time not exceeding, under any circumstance, eighteen months from delivery of the machine) and in any event before the machine has been used for 2000 working hours, whichever first occurs;

(ii) in the case of mechanical spare parts before the expiry of six months from their delivery to the Buyer; and

(iii) in the case of electronic spare parts before the expiry of three months from their delivery to the Buyer,

(each period referred to in clauses 13.2(i) to 13.2(iii) is a 'Warranty Period'),

(b) the defective components which have been replaced are returned to our works carriage paid for their inspection and approval of the warranty.

13.3 The warranty contained in paragraph 13.1 of this Condition does not extend to additional parts, materials or equipment in the nature of proprietary articles which are not manufactured by us but which are supplied with or incorporated in Goods sold by us. Such articles carry only the manufacturers' guarantee (if any) and the Buyer is entitled to the benefit of that guarantee only so far as we have power to transfer it and we do transfer it.

13.4 Unless otherwise specified in Writing, used Goods or "second hand" Goods or Goods purchased by us at your specific request or instruction are sold as seen and inspected by the Buyer and all guarantees, conditions, warranties and obligations, whether express or implied by law, trade custom or practice or otherwise as to merchantability or fitness for purpose or otherwise are hereby expressly excluded to the full extent permitted by law.

13.5 The warranty set out above is given subject to the following conditions:

(a) we shall not be liable in respect of any defect in the Goods arising from and attributable to any drawing, design or specification supplied by the Buyer;

(b) we shall not be liable in respect of any defect arising from (and/or to the extent exacerbated by) fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to observe, comply with and/or follow safety regulations, guidance in the manufacturer's maintenance manuals and/or any other instructions given by us and/or the manufacturer (whether orally or in Writing), misinstallation by or on behalf of the Buyer, misuse or alteration or repair of the Goods without our prior approval in Writing, and from any other reason not attributable to us;

(c) we shall not be liable under the above warranty (or any other warranty, condition or guarantee) if the price for the Goods has not been paid by the due dates for payment, or if a technician whose identity and qualifications have not been previously approved by us in Writing has been involved in any manner in assessing, processing and/or otherwise dealing with the warranty claim;

(d) we shall not be liable where the defect arises as a result of improper or defective construction works or siting not carried out by us, or the combining of the Goods with other machinery, software or products that have not been approved by us in Writing or that have been purchased by us at your specific request or instruction, or other similar external influences which impact the functionality of the Goods, including in relation to any structures to which the Goods are affixed or connected or the environment in which the Goods are used;

(e) we shall not be liable under the above warranty where the Buyer makes any further use of the Goods after giving a notice in accordance with clause 13.2(a); and

(f) we shall not be liable in respect of the repair of any defect howsoever arising where the Buyer fails to inform us of the defect in accordance with clause 13.2(a).

13.6 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are hereby expressly excluded to the fullest extent permitted by law. Further, any other remedies (other than the repair or replacement as per clause 13.2 above) are hereby expressly excluded.

13.7 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.

13.8 Any Goods which are sold to the Buyer and which have been used by another party prior to that sale shall not have the benefit of the above warranty or any other express or implied term which are hereby excluded to the fullest extent permissible by law with regard to condition, quality, performance or standard of the Goods or any part or function thereof.

13.9 In the event that the Buyer owes any amount to us and seeks to enforce any applicable warranty or any other express or implied term against us, we will not be obliged to comply with any of the said obligations until all payments outstanding to us have been received by us in full.

13.10 Any and all products (including components, equipment, tools and software) which have been purchased by us from a third party supplier at the request of the Buyer and identified and selected by the latter, are excluded from the warranty provided hereunder. With regard to such products, we shall not be liable in the event the same are in any way unsuitable for the manufacturing purposes intended by the Buyer, or are defective, nonconforming or present interface problems with the Goods supplied by us and the Buyer shall be exclusively responsible for the operation of such products in accordance with methods and yields that allow the achievement of the productive performances that may be provided for under the Contract.

14. LIABILITY

14.1 Except in respect of death or personal injury caused by our negligence or any other liability that cannot be limited or excluded at law:

(a) we shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, or otherwise, for any (i) loss of profit, (ii) indirect, special or consequential loss or

damage, (iii) loss of use, including but not limited to any damages arising out of or relating to a lack of or reduction in production, (iv) loss of future contracts, or (v) loss of anticipated savings, (vi) loss of data, (vii) loss of or damage to goodwill (whether caused by our negligence or other tort or the negligence or other tort of our employees or agents, breach of contract, breach of statutory duty or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and

(b) our entire liability under or in connection with the Contract shall not exceed 75 (seventy-five) percent of the price of the Goods, except as expressly provided in these Conditions.

15. NOTICES

15.1 Where a notice is required to be served on us by the Buyer or on the Buyer by us such notice must be served in Writing. Any notice to us shall be sent to us at our registered office, and any notice to the Buyer shall be sent to the Buyer at the address given on the Buyer's Order. Where in these Conditions a period is specified within which notice is to be given such notice must reach the party to which it is addressed within that period.

16. GOVERNING LAW AND JURISDICTION

16.1 The Contract shall be construed in accordance with and governed by English Law and the Buyer hereby submits to the exclusive jurisdiction of the English Courts.

17 BREACH / INSOLVENCY OF BUYER / CESSATION OF BUYER'S BUSINESS

17.1 This Condition applies if:

(a) the Buyer is unable to pay its debts as they fall due, or makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or insolvent or (being a company) initiates or becomes subject to any process or procedure in contemplation of administration, winding-up or dissolution; or

(b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

(c) the Buyer ceases, or threatens to cease, to carry on business; or

(d) we reasonably apprehend that any of the events mentioned above are about to occur in relation to the Buyer and we notify the Buyer accordingly;

(e) the Buyer fails to pay any amount due under the Contract on the due date for payment; or

(f) the Buyer commits a breach of any of its other obligations under the Contract and (if such breach is remediable) fails to remedy that breach within a period of 15 days after the date of the breach.

17.2 If this Condition applies then, without prejudice to any other right or remedy available to us, we shall be entitled to terminate the Contract or suspend any further deliveries under the Contract (or any other contract) without any liability whatsoever to the Buyer, and (a) if the Goods have been delivered but not paid for in whole or in part, the full price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, and (b) if the Goods have not yet been delivered we shall be entitled to invoice the Buyer for all work carried out by us in anticipation of performance of the Contract up to the date of termination, and for any third party expenses that we have incurred in connection with the Contract.

18 EXPORT TERMS

18.1 In these Conditions 'INCOTERMS' means the international commercial terms issued by the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of INCOTERMS shall have the same meaning in these Conditions. If there is any conflict between the provisions of INCOTERMS and these Conditions, the latter shall prevail.

18.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this Condition 18 shall (subject to any special terms agreed in Writing between the Buyer and us) apply notwithstanding any other provision of these Conditions.

18.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.

19 GENERAL

19.1 We are a member of the group of companies whose holding company is SCM Group SPA, and accordingly we may perform any of our obligations or exercise any of our rights hereunder by ourselves or through any other member of our group, provided that any act or omission of any such other member in such performance shall be deemed to be the act or omission of us.

19.2 With reference to any Internet of Things services (including "Maestro Connect") that may be offered by us in relation to the Goods, the Buyer hereby accepts the validity of signing the related contracts by means of a point&click mechanism, waiving any objection regarding their validity and effectiveness (and with consequent acknowledgement of the relevant clauses on limitation of liability and exclusion of warranties).

19.3 Where the Buyer is a consumer (as defined in the Consumer Rights Act 2015), the statutory rights of the Buyer are not affected by these Conditions.

19.3 Unless it expressly states otherwise, 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.

19.4 No waiver by us of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

19.5 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, that provision shall be deemed to be deleted and the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected. If any provision or part provision of the Contract is deemed deleted under this clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

SCM GROUP UK 03/2023