

I. Interpretation and Basis of Sale

1.1 In these Conditions:

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business

"Conditions" means the standard terms and condition for sale and delivery as set out in this document;

"Contract" means the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions;

"Customer" means the person who has ordered Goods from the Supplier;

"Delivery Location" has the meaning in clause 4.1.

"Force Majeure Event" has the meaning given in clause 15.

"Goods" means the goods (including any installment of the goods or any part of them) which the Supplier is to supply in accordance with these conditions;

"Order" means the Customer's order for the Goods, as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation.

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

"Supplier" means HARTING Ltd, a company registered in England and Wales (company number 05540444) whose registered address is Jubilee House, 32 Duncan Close, Moulton Park, Northampton, Northants., NN3 6WL.

1.2 Any reference in these conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these conditions are for convenience only and shall not affect their interpretation.

1.4 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.5 A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2. Basis of Contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 These Conditions shall apply to all contracts concluded between the Customer and the Supplier and obligations resulting from them. They shall also apply to all future transactions even though they may not have been explicitly agreed again.

2.3 These Conditions shall also apply to Goods delivered on the basis of a trade term, in particular the INCOTERMS 2010 (as up dated from time to time). In the event of a conflicting provision between the trade terms (including INCOTERMS) and these Conditions, the term in these Conditions shall prevail.

2.4 Each Order shall be deemed to be an offer by the Customer to purchase Goods subject to the Conditions and no Order shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

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

2.6 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.7 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

3. Intellectual Property Rights, Documentation and Design

3.1 The Supplier shall retain all rights as to title and copyright in regard to all documents such as calculations, pictures or drawings which have been provided to the Customer in connection with the negotiation or the performance of a Contract. This shall also apply to such written documents which are labelled "confidential" or which in the reasonable opinion of the Supplier have confidential content. Offers and relating documentation shall not be made accessible to third parties unless the Supplier has given its prior written consent. Documents, drawings and samples etc. relating to the Goods, an offer of Contract or the Supplier shall be returned upon demand.

3.2 The copyright and all other intellectual property rights of whatever nature in any such documents, drawings, descriptions or specifications shall remain vested exclusively with the Supplier (or its licensors) and the Customer shall not reproduce or publish the same in any form without the Supplier's prior written consent.

3.3 The Supplier reserves the right to make changes in the design or specification of the Goods without prior notice to the Customer provided that such changes do not materially affect the quality, performance or functionality of the Goods.

4. Delivery

4.1 Unless otherwise notified by the Supplier in the Order, the Supplier shall deliver the Goods CPT (as per INCOTERMS 2010) to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after the Supplier notifies the Customer that the Goods are ready.

4.2 The Supplier shall be entitled to deliver the Goods by installments and each installment shall constitute a separate Contract and failure by the Supplier to deliver any one or more installment in accordance with these Conditions shall not entitle the customer to treat the Contract as a whole as repudiated. Where small amounts are ordered, the Supplier shall have the right to increase the delivery amount to the smallest packaging unit with the prior consent of the Customer.

4.3 Packaging material for transport and all other packaging pursuant to the regulation on packaging may not be returned to the Supplier unless otherwise agreed by the Supplier in writing. The Customer shall dispose of the packaging material at its own expense.

4.4 The Goods shall be deemed to have been delivered on the sooner of:

4.4.1 actual delivery to the Delivery Location; or

4.4.2 notice to the Customer that the Goods are ready for delivery.

4.5 Delivery dates or periods quoted are approximate only and the Supplier shall not be liable for any delay in delivery of the Goods arising from a Force Majeure Event or the Customer's failure to provide the Supplier with adequate instructions that are relevant to the delivery of the Goods. Time for delivery shall not be of the essence. The Goods may be delivered by the Supplier in advance of the quoted delivery date upon giving reasonable notice to the Customer.

4.6 The delivery period shall automatically be extended for the duration of the Force Majeure Event.

4.7 The Supplier shall make efforts to take into consideration the Customer's wishes and interests in regard to the manner of shipment and the delivery route subject to the Customer paying for any and all additional costs arising as a result. The notice that Goods are ready for shipment shall be equivalent to the actual shipping of Goods and if the Customer fails to take delivery of the Goods or fails to give the Supplier adequate delivery instructions at the time stated for delivery then without prejudice to any of the rights or remedies available to the Supplier, the Supplier may:

4.7.1 store the Goods for the Customer at the Customer's risk and cost (including insurance). In this case consideration for the storage shall be 1% of the total price of the Goods for each month that the Goods are in storage or a pro rata amount for each part of a month; and

4.7.2 if, 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery and the Customer has not accepted delivery, dispose of all or part of the Goods and (after deducting all reasonable storage and selling expenses) account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.8 Goods which have been specifically developed for the Customer shall be received or accepted by the Customer even in cases where they have minor discrepancies unless these discrepancies affect the functionality of the item.

4.9 Subject to clause 4.4, if the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

4.10 The Customer shall not be entitled to reject the Goods if the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.

5 Prices

5.1 Unless otherwise agreed in writing by the Supplier, the price of the Goods shall be as set out in the Order. The price of the Goods does not include value added tax (“**VAT**”). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

5.2 Invoices are payable without deductions, set-off or counterclaims unless otherwise agreed by the Supplier in writing.

5.3 The price of the Goods shall remain valid for 30 days only or until earlier acceptance by the Customer after which they may be altered by the Supplier without giving notice to the Customer. Where no price is shown in the Order, the price of the Goods shall be the price shown in the Supplier’s published price list current at the date of the order.

5.4 The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier such as, without limitation:

5.4.1 any foreign exchange fluctuation or currency regulation;

5.4.2 alteration of duties;

5.4.2.1 should the outcome of Brexit negotiations result in Tariffs being applied to products passing from the EU to the UK then HARTING Ltd reserves the right to apply the relevant Tariffs to the products concerned.

5.4.3 significant increase in the costs of labour, material or other costs of manufacture;

- 5.4.4 any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer;
- 5.4.5 any delay caused by any instructions of the Customer; or
- 5.4.6 failure of the Customer to give the Supplier adequate information or instructions.
- 5.5 Where the goods are to be delivered, other than under the terms in 4.1, the price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods which shall be payable by the Customer in addition to the price of the Goods.

6. Payment Conditions

- 6.1 Unless otherwise agreed between the parties, the price of the Goods shall be due within 30 days from the date of the invoice. The Supplier may invoice the Customer for the Goods on or at any time after the Goods are despatched.
- 6.2 If the Customer fails to pay all or part of the price of the Goods by the due date under any contract between the Supplier and the Customer then, without prejudice to any other right to remedy available to the Supplier, the Supplier shall be entitled to (at its discretion):
 - 6.2.1 cancel the contract or suspend any further deliveries to the Customer;
 - 6.2.2 appropriate any payment made by the Customer to such of the Goods (or the Goods supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and
 - 6.2.3 charge the Customer interest (both before and after any judgment on the amount unpaid, at the rate of 4% per annum above the HSBC Bank plc base rate. Interest charges shall commence on the date of the invoice (a part month being treated as a full month for the purpose of calculating interest).
- 6.3 Bills of exchange shall only be accepted if explicitly agreed by the Supplier, subject to them being discountable. All charges relating to the presentation of the bill of exchange shall be paid by the Customer without deduction within 8 days after notification of their amount. Any and all bills of exchange and cheques are only accepted on condition that payment can be obtained from them.
- 6.4 The Customer shall only have rights to set-offs and retention where its counterclaims have been confirmed by a court decision that is not appealable or where its counterclaims are either not disputed and where the Supplier has agreed to the set-off or retention in writing. Moreover, any right of retention may only be asserted where the counterclaim and the original liability arise out of the same Contract.

7. Passing of Risk

- 7.1 The risk of damage to or loss in the Goods shall pass to the Customer at the earlier of: the time of actual delivery at the Delivery Location or; deemed delivery.

7.2 In cases of delay in delivery or shipping or receipt which are caused by a Customer request or are the Customer's fault, the risk of damage to or loss of the Goods shall pass to the Customer on the day of the order being ready for delivery or shipment and shall remain with the Customer for the duration of the said delay.

8. Retention of Title

8.1 Title to the Goods (including any replacement goods) shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

8.1.1 the Goods;

8.1.2 any other goods or services that the Supplier has supplied to the Customer; and

8.1.3 any other outstanding invoices or payments which are due to the Supplier by the Customer.

8.2 Until title to the Goods have passed to the Customer, the Customer shall:

8.2.1 hold the Goods on a fiduciary basis as the Supplier's bailee;

8.2.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

8.2.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

8.2.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

8.2.5 notify the Supplier immediately if it becomes subject to any of the events listed in clause 11.2.1; and

8.2.6 give the Supplier such information relating to the Goods as the Supplier may require from time to time,

but the Customer may resell or use the Goods in the ordinary course of its business.

8.3 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11.2.1 or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8.4 If the Customer does resell the Goods as envisaged in clause 8.2.6 then that part of the proceeds of sale which is equal to or less than the money due to the Supplier for those and any other Goods shall be held on trust by the Customer until payment has been made in full to the Supplier. Nothing in this clause shall relieve the Customer from its obligation to pay as set out in these Conditions.

9. Warranties

9.1 Subject to the conditions set out below and unless otherwise agreed in writing by the Supplier the Supplier warrants that the Goods will correspond with the Specification at the time of delivery and will be free from defects in material and workmanship for a period of 12 months from the date of delivery.

9.2 The above warranty is given by the Supplier subject to the following conditions:

9.2.1 the Supplier shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, electro-chemical or electrical influences, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Supplier's approval;

9.2.2 the Supplier shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment or if the Customer continues to make use of the Goods after having served a notice on the Supplier in accordance with clause 9.6.

9.3 Subject as expressly provided in these conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9.4 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with the Specification or Order shall be notified to the Supplier within 48 hours from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 7 days after the date on which the Customer ought reasonably to have been aware of the defect or failure.

9.5 Subject to clause 4.10, any claim by the Customer which is based on incorrect quantity of the Goods or non-receipt of the Goods shall be notified to the Supplier within 48 hours of delivery (in the case of shortages) or within 7 days of the date of the invoice (in the case of non-receipt).

9.6 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods, the Supplier shall be entitled to (at the Supplier's sole discretion):

9.6.1 replace or repair the Goods (or the part in question) free of charge or;

9.6.2 refund to the Customer the price of the Goods (or a proportionate part of the price)

but the Supplier shall have no further liability to the Customer.

9.7 Where the Supplier chooses to repair the Goods it shall bear all expenses incurred hereby, in particular transport, driving, labour and material costs to the extent these are not being increased by the Goods having been brought to another place than the place of performance. The Supplier shall be entitled to recover all loss and expenses from the Customer where the Supplier's investigations show no defect exists or where the cause of the defect is due to any act or omission by or on behalf of the Customer.

9.8 There shall be no claims for defects where the discrepancy from the agreed condition is insignificant, where the impairment of use is insignificant, where there is normal wear and tear or where damages arise after the passing of risk as a consequence of incorrect or careless handling, excessive operational demands, unsuitable equipment or as a consequence of special exterior influences which in the agreement were not assumed and also where there are Software defects that cannot be reproduced. Where the Customer or third parties have carried out amendments or repair work in an incorrect manner, no claims for defects may be made for these and their results.

10. Indemnity and Liability

10.1 In respect of Goods which the Supplier provides according to the Customer's specification or design, if any claim is made against the Supplier that the Goods infringe or that their use or resale infringes the intellectual property rights of any other person, the Customer shall indemnify the Supplier against all loss, damages, costs and expenses awarded against or incurred by the Customer in connection with the claim and the Customer shall give the Supplier all reasonable assistance for the purpose of any such proceedings or negotiations.

10.2 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

10.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

10.2.2 fraud or fraudulent misrepresentation; or

10.2.3 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

10.3 Subject to clause 10.2:

10.3.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

10.3.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 125% of the price of the Goods.

10.4 The limits and exclusion of liability set out in this clause 10 shall also apply to the personal liability of employees, staff, representatives and that of the persons the Supplier uses to perform its obligations.

11 Termination

11.1 If the Customer becomes subject to any of the events listed in clause 11.2.1, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.

11.2 For the purposes of clause 11.1, the relevant events are:

11.2.1 an order is made or a resolution is passed for the dissolution or winding-up of the Customer or an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the Customer or its trustees, officers, directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the Customer's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or (being an LLP) the Customer suffers or undergoes and similar or analogous action in consequence of debt or (being an individual) is subject to or undergoes bankruptcy or enters into any arrangement with his creditors.

11.3 The Supplier can terminate this Contract if the Customer commits a material breach of these Conditions which (if remediable) is not remedied within 7 days from the date of notification from the Supplier.

11.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

12 Confidentiality

12.1 The Customer shall not disclose to any person any confidential information concerning the Supplier's business, affairs, customers, clients or suppliers including the Supplier's confidential price lists.

13. Orders for non-standard Goods

13.1 In the case of any Goods which the Supplier manufactures or applies any process of manufacture to in accordance with instructions issued by the Customer:

13.1.1 the Customer accepts full responsibility for ensuring that the Specification or instruction it may issue is accurate and fulfils its requirements for the Goods in question;

13.1.2 the Customer warrants that the Goods produced in accordance with its Specification or instructions will not infringe the intellectual property rights of any third party and undertakes to indemnify the Supplier against all claims, demands, costs and expenses suffered or incurred by the Supplier as a result of any alleged infringement of such third party rights;

13.1.3 the Supplier shall be entitled to charge to the Customer the cost of designing and manufacturing or procuring the design and/or manufacture of any special tools or devices required in the manufacture or modification of the Goods. The Supplier may invoice the whole of such charges to the Customer on production of the first prototype of the Goods and shall be entitled to suspend all further work on

the production of the Goods unless such invoices are paid in full within 30 days; and

13.1.4 unless expressly agreed to the contrary, all copyright and other intellectual property rights in any Goods manufactured or modified in accordance with this clause, and in any drawings, documents, tools or other matters connected with those Goods, shall vest exclusively in the Supplier which shall in the future, be entitled to exploit the same for whatever purpose it deems fit.

14. Condition, end-use declaration

14.1 The conclusion of any Contract and the respective performance of a Contract by the parties shall be subject to the condition that they do not infringe any national or international laws especially export control provisions.

14.2 Upon request, the Customer is obliged to provide declarations of end-use for the ordered Goods and products in accordance with applicable export control provisions.

15. Force Majeure Event

15.1 The Supplier shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Supplier's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Supplier's reasonable control;

15.1.1 Act of God, explosion, flood, tempest, fire or accident;

15.1.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

15.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

15.1.4 import or export regulations or embargoes;

15.1.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Supplier or a third party);

15.1.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery; and

15.1.7 power failure or breakdown in machinery.

16. Assignment

16.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

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

17 Notices

17.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier or fax.

17.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 17.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

17.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

18 General Provisions

Any variation to the Contract must be in writing and signed on behalf of both parties. If a court decides that any part of the Contract cannot be enforced, that particular part of the Contract will not apply, but the rest of the Contract will. A waiver by a party of a breach of any provision shall not be deemed a continuing waiver or a waiver of any subsequent breach of the same or any other provisions. Failure or delay in exercising any right under the Contract shall not prevent the exercise of that or any other right. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to any person not a party to this Contract.

19 Governing Law and Jurisdiction

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

19.2 The parties remotely agree that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes or claims that arise out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Date: November 2018