

Standard terms and conditions for the sale of goods by Trelleborg AVS

1. Interpretation

1.1 In these terms and conditions, the following words have the following meanings:

"Buyer" means the person(s) or company whose order for the Goods is accepted by the Company;

"Company" means Trelleborg Industrial Products UK Ltd (trading as Trelleborg AVS) whose registered office is at Trelleborg, International Drive, Tewkesbury Business Park, Tewkesbury, Gloucestershire, GL20 8UQ;

"Contract" means a contract between the Buyer and the Company for the sale and purchase of the Goods in accordance with these terms and conditions;

"Delivery Point" the place where delivery of the Goods is to take place under condition 4;

"Goods" means any goods which the Company is to supply to the Buyer (including any of them or any part of them);

"Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made.

"Intellectual Property Rights" means all patents, rights to inventions, copyright and related rights, trade marks and trade names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including without limitation know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, 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; and

"Writing" includes in writing, facsimile transmission, electronic communication and comparable means of communication.

1.2 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.3 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.

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

2. Formation and Incorporation

2.1 Each order for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Goods subject to these terms and conditions.

2.2 The Buyer must ensure that the terms of its order and any applicable specification are complete and accurate.

2.3 Any quotation is given on the basis that no Contract will come into existence until the Company despatches an acknowledgement of order to the Buyer. Any quotation is valid for a period of 30 days only from its date provided the Company has not previously withdrawn it by notifying the Buyer in Writing. A quotation for the Goods given by the Supplier shall not constitute an offer.

2.4 Subject to condition 4.7 no order which the Company has accepted may be cancelled by the Buyer except with the written agreement of the Company and on terms that the Buyer shall indemnify the Company in full against all losses which shall include, costs (including the cost of all labour and materials used), damages, charges and expenses suffered or incurred by the Company as a result of such cancellation.

2.5 Subject to any variation under condition 2.7, the Contract will be on these terms and conditions set out below to the exclusion of all others, including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order or similar document

2.6 No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, specification or similar document will form part of this Contract simply as a result of a reference to such document being referred to in this Contract.

2.7 Any variation to these terms and conditions and any representations about the Goods shall have no effect unless expressly agreed in Writing and signed by the Sales & Marketing Director of the Company.

3. Description

- 3.1 The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order including any applicable specification submitted by the Buyer, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 3.2 The quantity, quality and description of the Goods and any specification for them shall be as set out in the Company's quotation or the Buyer's order if accepted by the Company. The specification may refer to a drawing or part number issued by the Company.
- 3.3 All descriptive matter and advertising generally issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of the Contract unless they are on the Company's quotation or otherwise agreed in Writing by the Company.
- 3.4 Any recommendation or suggestion by the Company relating to the use of the Goods in the Company's technical literature or in response to specific enquiry is given in good faith but it is for the Buyer to satisfy himself of the suitability of the Goods for his own particular purpose and he shall be deemed to have done so. Where Goods are sold by reference to description in the Company's literature the Goods sold are subject to any tolerances that are expressed or implied. The Buyer must verify performance information in the configuration in which the Goods are to be used. Incorrect use of the Goods may result in damage or danger. The Company upon request, at the Buyer's cost, may provide additional technical assistance.
- 3.5 If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Company against any and all costs incurred by the Company in connection with, or paid or agreed to be paid by the Company in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or Intellectual Property Rights of any other person which results from the Company's use of the Buyer's specification.
- 3.6 Where Goods are manufactured to a Buyer's design the Company will not undertake any research as to the risks to health and/or safety which may arise from the use, handling or storage of the Goods. The Buyer shall comply with all the duties imposed by Section 6 of the Health & Safety at Work Act 1974 on designers and further shall comply with all other duties which may be implied at law on a designer of the goods.
- 3.7 The Company may from time to time be required to make changes to the Buyer's specification, design, materials or finishes of the Goods to conform with any applicable safety or other statutory requirements. In such circumstances the Company will seek the Buyer's agreement to the change the cost of which is payable in addition to the Contract price.
- 3.8 The Company will endeavour to produce the Goods to the Buyer's specification or design. If the Goods produced do not conform exactly to the specification or design but the variation does not adversely affect the suitability of the Goods for the particular purpose for which they are supplied by the Company, the Buyer will continue to accept the Goods under terms agreed between the parties. The Company will investigate the reason for the variation and will notify the Buyer as to whether the Company will be able to produce Goods to the specification or design. If it is determined that the specification or design will have to change the Company will seek the Buyer's agreement to the change.
- 3.9 If the Buyer does not consent to the change in conditions 3.7 or 3.8 the Company reserves the right to cease to supply the Goods requiring the change in design or specification and this will not constitute a breach of contract or impose any liability upon the Company.

4. Delivery

- 4.1 Unless otherwise agreed in Writing between the Buyer and the Company, the Goods shall be delivered FCA – Free Carrier (Incoterms 2020) to the Delivery Point of Trelleborg AVS, 1 Hoods Close, Leicester LE4 2BN, United Kingdom.
- 4.2 The Company will export Goods in accordance with condition 12 but not elsewhere without specific written agreement between the parties in accordance with condition 12.
- 4.3 The Buyer will arrange to take delivery of the Goods within 7 days of the Company giving it notice that the Goods are ready for delivery.

- 4.4 If carriage is required, other than in accordance with condition 4.1, the Goods shall be delivered by such means as the Company thinks fit unless the Buyer has specified in its order the details of the contract with a carrier which it reasonably requires having regard to the nature of the Goods and the other circumstances of the case.
- 4.5 The carrier shall be deemed to be the Buyer's agent except for the purposes of sections 44, 45 and 46 Sale of Goods Act 1979.
- 4.6 Any dates specified by the Company for the delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.
- 4.7 The Buyer must accept delivery of the Goods and pay for them in full unless the delay in delivery exceeds 180 days. In such a case if delay is caused by the Company's negligence or fault and is not covered by condition 7 the Buyer may cancel this Contract to the extent it relates to the Goods which were the subject of such delivery, without further liability for such Goods.
- 4.8 If the Buyer fails to take delivery of any of the Goods when they are ready for delivery or fails to provide any instructions, documents, licences, authorisations or customs declarations and clearance required to enable the Goods to be delivered, risk in the Goods will pass to the Buyer including, without limitation, for loss or damage caused by the Company's negligence; the Goods will be deemed to have been delivered and (without prejudice to its other rights) the Company may:
- 4.8.1 store or arrange for the storage of the Goods until actual delivery or sale and charge the Buyer for all related costs and expenses (including, without limitation, charges from hauliers and customs authorities, storage and insurance); and/or
- 4.8.2 following written notice to the Buyer, sell any of the Goods at the best price reasonably obtainable in the circumstances and charge the Buyer for any shortfall below the price under the Contract.
- 4.9 Prices quoted are for the full quantity specified to be made and delivered in one lot, unless special delivery arrangements are agreed in writing by the Company. The Company may supply up to 2% more or less than the exact quantity of the Goods ordered and the Buyer shall accept and pay at the quoted rate for the actual quantity recorded by the Company as being despatched from the Company's premises.
- 4.10 The Company may delay delivery of the Goods where the Buyers credit limits are breached or where the Buyer owes a debt to the Company. In each case payment must be received by the Company, which shall not be held liable for late delivery due to the Buyers credit issues.

5. **Non-Delivery**

- 5.1 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's premises shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary. Both parties accept that weigh scale calibrations may vary +/- 1% and that such variations are therefore excepted.
- 5.2 The Company shall not be liable for any non-delivery of Goods even if caused by the Company's negligence unless written notice is given to the carrier and the Company within 7 days of the date when the Goods would in the ordinary course of events have been received. In such instances any liability of the Company for the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note in respect of the charges paid for the undelivered Goods.
- 5.3 A signature of qualified acceptance on a carrier's delivery note shall not be written notice to the Company for the purpose of these terms and conditions.

6. **Intellectual Property Rights**

- 6.1 The Intellectual Property Rights relating to the specifications and designs of the Goods shall be the property of the Company. Where any designs or specifications have been supplied by the Buyer for manufacture by the Company, then the Buyer retains the Intellectual Property Rights to those specifications, though the Intellectual Property Rights attaching to the Goods belong to the Company, unless otherwise agreed in Writing.
- 6.2 The Buyer undertakes not to remove, alter, or deface any identification marks or trademarks on the Goods.
- 6.3 No right or licence is granted to the Buyer under any Intellectual Property Rights except the right to use or resell the Goods.

6.4 The Buyer indemnifies and shall keep the Company indemnified and held harmless against any claim which may be brought against the Company by any third parties which may arise, directly or indirectly, out of loss or damage which is caused by the Goods: (i) to any kind of property if the loss or damage occurs whilst the Goods are in the Buyer's possession; or (ii) to products manufactured by the Company or to products in which the products of the Buyer are a part, or of loss or damage to any kind of property caused by such products.

7. **Force Majeure**

7.1 The Company shall not be liable to the Buyer in any manner or be deemed to be in breach of this Contract (subject to condition 13) because of any delay in performing or any failure to perform any of the Company's obligations under this Contract if the delay or failure was due to any cause beyond the Company's reasonable control.

7.2 Without prejudice to the generality of condition 7.1 the following shall be included as causes beyond the Company's reasonable control: governmental actions, terrorism or threat of terrorism, war or threat of war, national emergency, riot, civil disturbance, sabotage or requisition, act of God, fire, explosion, flood, epidemic or accident, import or export regulations or embargoes, labour disputes or inability to obtain or delay in obtaining supplies of adequate or suitable material, fuel, parts, machinery or labour, or delays affecting carriers.

8. **Risk/Ownership**

8.1 Full legal and beneficial ownership of the Goods, shall not pass to the Buyer until the Company has received cleared funds payment in full for all Goods delivered to the Buyer under this and all other contracts between the Company and the Buyer for which payment of the full price of the Goods thereunder has not been paid.

8.2 Payment of the full price of the Goods shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the Company and the Buyer under which the Goods were delivered.

8.3 Until ownership of the Goods has passed to the Buyer, the Buyer must:

8.3.1 hold the Goods on a fiduciary basis as the Company's bailee;

8.3.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

8.3.3 store the Goods (at no cost to the Company) separately from all other Goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;

8.3.4 maintain the Goods in satisfactory condition insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company; and

8.3.5 hold the proceeds of the insurance referred to in condition 8.3.4 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

8.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:

8.4.1 any sale shall be effected in the ordinary course of the Buyer's business and the Buyer shall account to the Company accordingly;

8.4.2 any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale; and

8.4.3 title to the Goods shall pass from the Company to the Buyer immediately before the time at which resale by the Buyer occurs.

8.5 Where the Goods are attached to or incorporated in other goods or are altered by the Buyer, ownership of the Goods shall not pass to the Buyer by virtue of the attachment, incorporation or alteration if the Goods remain identifiable and, where attached to or incorporated in other goods, can be detached or removed from them.

8.6 Where the Company is unable to determine whether any goods are the Goods, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

- 8.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 8.8 Where part only of the cost for tools and/or moulds has been paid by the Buyer to the Company such tools and moulds shall remain the property of the Company. Where tools and/or moulds made to designs of the Company are supplied by the Buyer, they shall remain the Buyers property, but must not be used for any purpose without the Company's prior consent in writing.
9. **Price**
- 9.1 The Company may by giving notice to the Buyer at any time up to 7 days before delivery increase the price of the Goods to reflect any increase in the cost of manufacture or distribution of the Goods which is due to:
- 9.1.1 any factor beyond the reasonable control of the Company; this includes (without limitation) foreign exchange fluctuation, currency regulation, alteration of duties and taxes, increase in cost of labour, materials and other manufacturing costs and transport costs;
- 9.1.2 any change in delivery dates, quantities or specifications for the Goods requested by the Buyer; or
- 9.1.3 any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions.
- 9.2 Any dispute as to the amount of any increase in price shall be determined by the Company's auditors whose decision shall be conclusive and binding on the Company and the Buyer.
- 9.3 The price for the Goods is exclusive of any value added tax or any other applicable tax which the Buyer shall pay in addition when it is due to pay for the Goods.
- 9.4 The price for the Goods is given on an ex-works basis excluding packing materials and where the Delivery Point is other than at the Company's premises the Buyer, unless otherwise agreed in writing shall pay the Company's charges for transport, packaging, loading, unloading, export duties, taxes, customs declarations, administration and insurance in addition when it is due to pay for the Goods.
10. **Payment**
- 10.1 The Company may invoice the Buyer for the Goods at any time after:
- 10.1.1 making the Goods ready for despatch, where the Goods are to be delivered to the Buyer; or
- 10.1.2 making the Goods available for collection, where the Goods are to be collected by the Buyer.
- 10.2 The Buyer's liability is not diminished until all queries have been resolved and credited by the Company. The Company does not accept debit memo deductions on payment of due invoices. All queries in connection to the invoices due for payment must be sent in writing to the Company within fourteen days of invoice date to facilitate clearance for payment. Failure to do so may cause the Buyers' account to be placed on account stop. The Company will charge the cost of the carriers' cost of providing proof of delivery to the Company after this time period.
- 10.3 Time for payment shall be as set out in condition 10.4 and shall be of the essence.
- 10.4 Payment of the price for the Goods is payment in advance of despatch or collection unless credit terms have been agreed in writing between the Buyer and the Company.
- 10.5 Payment discounts taken outside of any agreed discount period may cause the Buyers account to be placed on account stop.
- 10.6 No payment shall have been deemed to be received until the Company has received cleared funds and received clear remittance advice detailing payment allocation. Until these conditions are met, the Buyers account will be deemed to be overdue, and may be placed on account stop.
- 10.7 All payments payable to the Company under this Contract shall become due immediately upon termination of this Contract despite any other provision.

- 10.8 The Buyer shall make all payments due under this Contract without any deduction whether by way of set-off counterclaim or otherwise unless the Buyer has a valid court order requiring all amounts equal to such deduction to be paid by the Company to the Buyer.
- 10.9 If the Buyer fails to make any payment under this Contract on the due date then without prejudice to its other rights and remedies the Company may suspend further deliveries or terminate the Contract by notice in writing to the Buyer and may:
- 10.9.1 charge the Buyer interest both before and after judgement on the amount unpaid at the annual rate of 4% above LIBOR from time to time until payment is made in full; and
- 10.9.2 storage charges for shipments held by the Company whilst their Buyers account is on stop will be charged at £ 20 per day per pallet.
11. **Quality**
- 11.1 Where the Company is not the manufacturer of the Goods the Company will endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.
- 11.2 Where the Company is the manufacturer of the Goods, subject to the Buyer having paid all monies due to the Company under the Contract in full, the Company warrants subject to other provisions of these terms and conditions upon delivery the Goods will, and for a period of 12 months from the date of delivery be of satisfactory quality within the meaning of the Sale of Goods Act 1994.
- 11.3 The Company shall not be liable for a breach of the warranty in condition 11.2 unless:
- 11.3.1 the Buyer gives written notice of the defect to the Company within 5 days of:
- (a) the date of delivery where the defect would be apparent to the Buyer upon a reasonable inspection; or
- (b) the date when the Buyer knew or ought reasonably to have known of the defect where the defect would not be apparent to the Buyer upon a reasonable inspection; and
- 11.4 With the Company's prior consent, the Goods shall only be returned to the Company by the Buyer, on transport arranged and paid for by the Company stating the return note number, to enable the Company to examine the Goods. The Company accepts no liability for transport costs and the Buyer shall indemnify the Company for all costs incurred by the Company upon the Buyer's failure to comply with this condition.
- 11.5 The Company shall not be liable for a breach of the warranty in condition 11.2 if:
- 11.5.1 the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance/servicing of the Goods or (if there are none) good trade practice; or
- 11.5.2 the defect arises from fair wear and tear or other acts of the Buyer including without limitation wilful damage, negligence, abnormal working conditions or misuse;
- 11.5.3 the Buyer alters or repairs such Goods without the written consent of the Company;
- 11.5.4 the defect in such Goods arises from any design defect in any drawing, design or specification supplied or approved by the Buyer, or materials supplied by the Buyer or where materials, parts and equipment not manufactured by the Company in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company and can be transferred; or
- 11.5.5 the defect arises from or is in relation to materials, parts and equipment not manufactured by the Company, in respect of which the Buyer shall only be entitled to the benefit of any warranty or guarantee given by the manufacturer to the Company that the Company is able to transfer to the Buyer.
- 11.6 If the Buyer makes a valid claim against the Company based on a defect in the quality of the Goods, the Company shall at its option repair or replace such Goods or the defective part or refund the price of such Goods at the pro-rata Contract rate.

- 11.7 If the Company complies with condition 11.6 it shall have no further liability for a breach of the warranty in condition 11.2 in respect of the quality of such Goods.
- 11.8 Any Goods returned will belong to the Company and any repaired or replacement Goods will be guaranteed on these terms and conditions for the unexpired portion of the 12-month period.
12. **Export Terms**
- 12.1 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 Terms, but if there is any conflict between the provisions of Incoterms and these Terms, the latter shall prevail.
- 12.2 Where the Goods are supplied for export from Great Britain in accordance with condition 4.2 the provisions of this condition shall, unless otherwise agreed in Writing between the Buyer and the Company, apply notwithstanding any other provision of these Terms.
- 12.3 Unless otherwise agreed in Writing between the Buyer and the Company and notwithstanding delivery is FCA– Free Carrier (Incoterms 2020), the Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country or destination and for payment of any duties, VAT, customs export and import declarations and customs clearance charges on them.
- 12.4 Subject to condition 12.3 and unless otherwise agreed in Writing between the Buyer and the Company, the Goods shall be delivered FCA – Free Carrier (Incoterms 2020) at the Seller's premises at Trelleborg AVS, 1 Hoods Close, Leicester LE4 2BN, United Kingdom, provided that any carrier nominated by the Buyer and the Company shall be under no obligation to give notice under section 32(3) Sale of Goods Act 1979.
- 12.5 Customer agrees and undertakes that:
- 12.5.1 it will not use the Products for any purpose connected with chemical, biological or nuclear weapons, missiles capable of delivering such weapons, nuclear explosive activity or in any way that would cause the Supplier to be in breach of financial or trade sanctions imposed against [Iran] or any other destination;
- 12.5.2 it will not export, re-export, re-sell, supply or transfer the Products to any destination or party subject to UK, UN, EU, or US trade embargos, or to any destination or party if it is known or suspected that the Products are likely to be used for the purposes set out in 12.5.1 above;
- 12.5.3 it will comply with all applicable export and sanctions laws, requirements and regulations; and
- 12.5.4 it will include the same terms in its dealings with its customers; and
- 12.5.5 it agrees to fully indemnify the Company for all costs, expenses, liabilities, losses, damages, claims, proceedings, (including without limitation legal fees) incurred or awarded against the Company arising out of or in connection with any breach of this clause whether such breach occurs directly or indirectly, with or without the knowledge of the Company.
13. **Limitation Of Liability**
- 13.1 The following provisions and the provisions of condition 11 set out the entire liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- 13.1.1 any breach of these terms and conditions; and
- 13.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 13.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 Sale of Goods Act 1979) are to the fullest extent permitted by law excluded from the Contract.

13.3 Nothing in these terms and conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or fraudulent misrepresentation or any other liability which may not be limited or excluded by law.

THE BUYER'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITIONS 13.4 AND 13.5

13.4 Subject to conditions 13.1, 13.2 and 13.3:

13.4.1 the Company will not be liable for any losses, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence);

13.4.2 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Contract shall be limited to the amount payable under this Contract; and

13.4.3 the Company shall not be liable to the Buyer or third party by reason of any representation or any implied warranty, condition or other term or any duty at law or under the express terms of this Contract for any direct loss of profit or any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever whether or not caused by the negligence of the Company, its employees, agents or sub-contractors which arise out of or in connection with the Contract.

13.5 The Buyer shall indemnify the Company against all liability, actions, proceedings, costs, claims, damages or demands in any way connected with this Contract brought or threatened to be brought against the Company by any third party except to the extent the Company is liable to the Buyer in accordance with these terms and conditions.

13.6 The Goods may be dangerous if not used, handled and/or stored properly and all appropriate precautions are taken. For the purposes of Section 6(8) of the Health and Safety at Work etc. Act 1974, the Buyer undertakes to comply with all instructions relating to the Goods received from the Company from time to time.

14. **Termination**

14.1 The Company shall be entitled to terminate the Contract with immediate effect if

14.1.1 the Buyer breaches any of these terms and conditions or fails to pay any sum due to the Company on any account on the due date; or

14.1.2 any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the Buyer or if the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the Buyer) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the Buyer or if the Buyer ceases or threatens to cease to carry on business or if the Company reasonably suspects that the Buyer is likely to be subject to any of such actions or events.

14.2 The Company's rights contained in condition 8 but not the Buyer's rights shall continue beyond the discharge of the Buyer's and the Company's primary obligations under the Contract consequent upon its termination.

14.3 On termination of the Contract for any reason the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.

14.4 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

14.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

15. **Confidentiality**

- 15.1 The Buyer undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Company or of any member of the group to which the Company belongs, except as permitted by Clause 15.2. For the purposes of this clause, "**group**" means the Company, any subsidiary or holding company from time to time of the Company, and any subsidiary from time to time of a holding company of the Company.
- 15.2 The Buyer may disclose the Company's confidential information:
- 15.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Buyer's rights or carrying out its obligations under or in connection with the Contract. The Buyer shall ensure that its employees, officers, representatives or advisers to whom it discloses the Company's confidential information comply with this Clause 15; and
- 15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 The Buyer shall not use the Company's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

16. **General**

- 16.1 Time for performance of all obligations of the Buyer is of the essence.
- 16.2 Each right or remedy of the Company under this Contract is without prejudice to any other right or remedy of the Company whether under this Contract or not.
- 16.3 The Buyer undertakes not to exhibit or advertise for sale the Goods in the United Kingdom, Eire or the Channel Islands without first obtaining the express written consent of the Company.
- 16.4 Any provision of this Contract which is held by any court or other competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of this Contract and the remainder of such provision shall not be affected.
- 16.5 Failure or delay by the Company to enforce or partially enforce any provision of this Contract will not be construed as a waiver of any of its rights under this Contract.
- 16.6 If the Company should at any time waive its rights due to breach or default by the Buyer of any provisions of the Contract, such waivers shall not be construed as a continuing waiver regarding other breaches or defaults of the same or other provisions the Contract.
- 16.7 The Company may assign, license or sub-contract all or any part of its rights or obligations under this Contract without the Buyer's consent.
- 16.8 This Contract is personal to the Buyer who may not assign, license or sub-contract all or any of it rights or obligations under this Contract without the Company's prior written consent.
- 16.9 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 16.10 The formation, construction, performance, validity and all aspects of this Contract are governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

17. **Communication**

- 17.1 All communications between the parties about this Contract must be in Writing:
- 17.1.1 (in case of communications to the Company) to its Customer Services, Trelleborg AVS, 1 Hoods Close, Leicester LE4 2BN, United Kingdom for operational matters and in any other case its registered office or such other addresses shall be notified to the Buyer by the Company; or

17.1.2 (in the case of communications to the Buyer) to the registered office of the address (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Buyer.

17.2 Communications shall be deemed to have been received:

17.2.1 if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);

17.2.2 if delivered by hand, on the day of delivery if a working day delivered between 9:00am and 5:30pm otherwise on the next working day;

17.2.3 if sent by facsimile transmission or electronic mail on a working day prior to 4:00pm, at the time of transmission and otherwise on the next working day.

17.3 Communications addressed to the Company shall be marked for the attention of Customer Services.