



GENERAL CONDITIONS OF SALE

DECEMBER 2023

1. **Interpretation:** In these conditions: “Business Day” means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

“**Company**” means Aerospheres (U.K).Ltd (company number 02550739) registered in England and Wales at 3rd Floor 1 Ashley Road, Altrincham, Cheshire, United Kingdom, WA14 2DT, its assignees and successors in title.

“**Certificate of Conformity**” means a declaration by the Company or the manufacturer (or manufacturer’s representative) that the Goods to which it applies meets all relevant requirements of all product safety directives applicable to those Goods.

“**Commencement Date**” has the meaning given in clause 3.2.

“**Contract**” means the contract between the Company and the Customer for the supply of Goods and/ or Services in accordance with the terms and conditions of this document (including any documents referred to herein) together with any variation hereof agreed in writing between the parties once the Customer’s offer to purchase the Goods and/or Services has been accepted by the Company in writing.

“**Customer**” means the person, firm or corporation with whom the Contract is made.

“**Delivery**” means delivery of the Goods by the Company in accordance with the requirements of clause 6 and Deliver and Delivered shall be construed accordingly.

“**Delivery Location**” has the meaning given in clause 6.2.

“**Goods**” means the goods and/or materials or any part of them to be supplied to the Customer by the Company under the Contract.

“**Safety Data Sheet(s)**” means a document containing information on chemical Goods to assist users of those chemicals to make a risk assessment, including but not limited to information on the hazards the chemical presents, handling, storage and emergency measures in case of accident.

“**Services**” means the services or any of them to be supplied to the Customer by the Company under the Contract.

“**Technical Data Sheet(s)**” means a document containing various pieces of information about the product including but not limited to composition, methods of use, operating requirements, common applications and warning.

2. **General:**

2.1. All quotations given and all Contracts made by the Company for the supply of Goods and/or Services by the Company are subject to these Conditions and all terms and conditions referred to by the Customer or contained in any order or otherwise brought to the notice of the Company or implied by trade, custom, practice or course of dealing are hereby excluded. The Contract may be varied only by agreement in writing between the parties in accordance with clause 2.4 below.

2.2. Quotations issued by the Company are not offers capable of acceptance by the Customer so as to make a binding contract and in any event will cease to



apply if not acted upon by the Customer within 30 days unless reconfirmed in writing by the Company.

2.3. All quotations are confidential to the recipient as a potential Customer and must not be shared with any third party.

2.4. No servant or agent of the Company has any authority to agree to any variation or addition to the Contract unless the servant or agent is duly authorised by the Company so to do and unless such variation or addition is expressed in writing.

2.5. These terms and conditions together with any other documents incorporated in the Contract constitute the entire agreement between the parties and supersede any prior promises, representations, undertaking and implications (whether oral or in writing) and for the avoidance of doubt the Customer hereby acknowledges that it has not entered in the Contract in reliance upon any statement, promise or representation or assurance or warranty other than those which have been reduced to writing and included in the Contract.

2.6. This Contract shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Placing an order and its acceptance:

3.1. Each order is an offer by the Customer to purchase the Goods and / or Services specified in its order subject to these terms and conditions (Order).

3.2. The Company may accept or reject an Order at its discretion. Each Order shall only be deemed to be accepted when the Company issues written acceptance of the Order, at which point and on which date the Contract shall come into existence (Commencement Date).

3.3. Each Order placed by the Customer or each consignment of Goods delivered at different dates shall be treated as a separate Contract. If there shall be at any time more than one Contract in the course of performance between the Company and the Customer, any claim which may arise in respect of any one Contract or the terms on which it may be settled shall not affect in any way the performance of the other Contracts.

4. Goods and Services:

4.1. Any samples, drawings, descriptive matter, marketing and other promotional and advertising material issued by the Company and any descriptions of the Goods or illustrations or descriptions of the Services are illustrative only and are provided for the sole purpose of giving an approximate idea of the Goods and/or Services. They shall not form part of the Contract nor have any contractual force. The Customer agrees that it has not relied on any representations or statements by the Company other than those expressly set out in the Contract.

4.2. The Company does not represent, warrant or undertake that all of the Goods and / or Services on its website shall be available for order at all times or, until an order is accepted, that the Company can supply the Goods and / or Services requested.

4.3. The Company will make every effort to ensure that all sizes, weights, capacities, dimensions and measurements of the Goods disclosed to the Customer are as accurate as possible.

4.4. The packaging of Goods may vary from that shown on images on the Company's website.

4.5. Subject to the Company's right to amend any Order specification (see clause 4.6) the Company will supply the Services to the Customer in accordance with the specification for the Services agreed in writing between the Company and the



Customer.

4.6. The Company reserves the right to amend the Order specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services.

4.7. The Company will perform the Services using reasonable care and skill.

5. Customer's Obligations:

5.1. The Customer shall ensure that:

5.1.1. the terms of its Order are complete and accurate;

5.1.2. it cooperates with the Company in all matters relating to the Goods and / or Services;

5.1.3. it provides the Company, its employees, agents, consultants and subcontractors with access to the Customer's premises, office accommodation and other facilities as the Company may reasonably require;

5.1.4. it provides the Company with such information and materials it may reasonably require in order to supply the Goods and / or Services, and ensure that such information is complete and accurate in all material respects;

5.1.5. it prepares its premises for the supply of the Services;

5.1.6. it obtains and maintains all necessary licences, permissions and consents which may be required for the Goods and / or Services before the date on which the Goods are delivered and / or the Services are to start; and

5.1.7. it will comply with all applicable laws, including health and safety laws.

5.2. The Customer shall promptly obtain and maintain all licences, clearances and other consents that are necessary for the supply of the Goods and / or Services in accordance with the Delivery method agreed between the parties under clause 6.

6. Delivery:

6.1. The Order shall set out the method of Delivery.

6.2. The Customer shall package and mark the Goods in the manner appropriate for their transport, unless the parties have agreed on specific packaging or marking requirements.

6.3. On Delivery, the Company shall ensure that the Goods are accompanied by a delivery note which shows the date of the Contract, the type and quantity of the Goods, special storage instructions, where applicable Safety Data Sheets (SDS) and upon request any Technical Data Sheets. SDS will be provided in English only.

6.4. Unless otherwise indicated on the Order, the Company shall Deliver the Goods to the Customer Ex Works (EXW Incoterms 2020) for collection from the Company's premises at Aerospheres Ltd, Unit 3, Barratt Way Industrial Estate, Harrow, Middlesex, HA3 5TJ, United Kingdom (or such other location advised by the Company prior to delivery) (Delivery Location) and shall promptly notify the Customer in writing that the Goods are available for collection.

6.5. Where Goods are Delivered to the Customer Ex Works, loading the Goods at collection shall be at the cost and risk of the Customer and the Company shall not be responsible for clearing the Goods for export, import or transit through third countries, where such clearance is applicable.

6.6. Alternatively, the parties may agree in the Order that the Company shall Deliver the Goods to the Customer Free Carrier (FCA Incoterms 2020) or Delivered Duty Paid (DDP Incoterms 2020).

6.7. Where Delivery is carried out Ex Works:

6.7.1. where applicable, the Customer shall carry out and pay for all export,



transit and / or import clearance formalities required by the countries of export, transit and / or import, such as: export, transit and / or import licence; security clearance for export, transit and / or import; pre-shipment inspection; and any other official authorisation. The Company shall use reasonable efforts, to assist the Customer, at the Customer's request, risk and cost, in obtaining any documents and / or information related to all export, transit and import clearance formalities required by the countries of export, transit and import.

6.8. Only in the event that Delivery is carried out FCA, where applicable:

6.8.1. the Company shall use reasonable efforts, to assist the Customer, at the Customer's request, risk and cost, in obtaining any transport document;

6.8.2. the Company shall carry out all export clearance formalities required by the country of export, such as: obtaining export licences, security clearance for export, pre-shipment inspection and other official authorisation. The Customer shall assist the Company, at the Company's request, risk and cost in obtaining any documents and / or information related to all export clearance formalities; and

6.8.3. the Customer shall carry out and pay for all formalities required by any country of transit and the country of import, such as: import licence and any licence required for transit; security clearance for import and any transit; pre-shipment inspection; and any other official authorisation. The Company must assist the Customer, at the Customer's request, risk and cost, in obtaining any documents and / or information related to all transit / import clearance formalities.

6.9. Only in the event that Delivery is carried out DDP, where applicable:

6.9.1. the Company shall provide the Customer, at the Company's cost, with any document required to enable the Customer to take over the Goods; and

6.9.2. the Company shall carry out and pay for all export, transit and / or import clearance formalities required by the countries of export, transit and import, such as: export, transit and / or import licence; security clearance for export, transit and / or import; pre-shipment inspection; and any other official authorisation. The Customer must assist the Company, at the Company's request, risk and cost in obtaining any documents and / or information related to all export, transit and / or import clearance formalities.

6.10. Any dates or times quoted for delivery of the Goods or performance of the Services are approximate only and any lead times indicated are for Business Days only. The Company shall use reasonable endeavours to meet them but so long as it uses reasonable endeavours the Company shall not be liable for any delay in delivery of the Goods or performance of the Services and time of such delivery or performance shall not be the essence of the Contract.

6.11. The Company shall be entitled to deliver Goods together or separately for any Contract and accordingly the Customer shall be obliged to accept split deliveries of Goods. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6.12. The Company shall not be liable for any delay in or failure of delivery caused by:

6.12.1. the Customer's failure to: (i) make the Delivery Location available; (ii) prepare the Delivery Location in accordance with the Company's instructions or as required for delivery) or (iii) provide the Company with adequate instructions for delivery; or

6.12.2. an event of Force Majeure.

7. **Prices:**

7.1. The Prices payable by the Customer in respect of any Goods and / or Services are as set out in the Contract.

7.2. Prices quoted by the Company or contained in the Contract are (unless otherwise agreed in writing by the Company) exclusive of the following which shall, where the applicable Delivery method agreed between the parties under clause 6 provides, be payable in addition:

7.2.1. Value Added Tax (VAT) and other equivalent sales taxes, withholding or other tax (other than income tax to which the Company may be subject);

7.2.2. customs, handling, import and/or export duties or charges including security clearance and pre-shipment inspection costs or other official authorisation costs (only insofar as these costs and charges are payable by the Customer when Goods are delivered EXW, FCA or DDP);

7.2.3. packaging, transport, freight, insurance and delivery charges (only insofar as these costs and charges are payable by the Customer when Goods are delivered EXW, FCA or DDP); and

7.2.4. where the Company issues a Certificate of Conformity or a manufacturers Certificate of Conformity (where applicable) the Company will be entitled to charge the Customer for such certificate (in addition to such prices) at the Company's standard rate then in force.

7.3. If any amount due to the Company is subject to VAT, sales, withholding or any other tax (other than income tax applicable to the Company) which has the effect of reducing the amount of money which the Company would have been entitled to receive from the Customer or to retain but for such tax, the Customer will, at the Company's request, pay to the Company such additional sum at the rate for the time being prescribed by law for that tax.

7.4. If for any reason (including but not limited to a rise in cost for manufacture, transport of the Goods or the cost of making the Goods conform to any Act of Parliament, or to any other regulation or bye-law, industrial troubles, labour awards or otherwise) the cost to the Company of supplying the Goods and/ or Services is increased from such cost at the time the Contract is made the amount of such increase shall be passed on to the Customer by way of supplementary invoice. The minimum order value is £250 GBP.

8. **Payment:**

8.1. The Company shall be entitled to submit invoices in respect of Goods and/or Services at any time and the Customer shall (unless otherwise agreed in writing by the Company) pay each invoice by the due date as set out in the Contract and / or in the Goods and/or Services quotation.

8.2. Time of payment is of the essence and failure by the Customer to make payment in full to the Company by the due date shall entitle the Company at its option to:

8.2.1. treat the Contract as repudiated and act accordingly, including retaining any monies already paid by the Customer to the Company (without waiving any other right of the Company);

8.2.2. immediately cease to supply further Goods and/or Services to the Customer whether or not such deliveries are due under the Contract or other Contracts; and/or

8.2.3. without limiting its other rights, charge the Customer interest (both before and after any judgement) on such sums at a rate of 1.25% per month or part month by which such sums are overdue until the same have been paid in full



together with such interest (but without prejudice to the Company right subsequently to treat the Contract as repudiated in accordance with Clause 8.2.1).

9. Shelf Life

9.1. The Company will endeavour to supply product with maximum remaining shelf life but reserves the right to refuse the return of any delivered product below the Customers expectation, unless this minimum has been expressly stated and accepted in advance. In no cases can product be returned if shelf life is $\leq 75\%$ from Date of Manufacture.

9.2 In the case of web sales, the Customer is fully responsible for selecting remaining shelf life, and in no circumstances will Aerospsheres accept return for error in this respect.

10. Unclaimed Goods:

10.1. If the Customer fails to take delivery of the Goods at the Delivery Location or to facilitate performance of the Services at the times stated for delivery or performance (otherwise than due to any cause beyond the Customer's reasonable control) or fails to give the Company adequate delivery instructions or access to the Delivery Location so that the Company can deliver the Goods or perform the Services then in addition to any other right or remedy available to the Company the Company may:

10.1.1. seek further instructions from the Customer. The Company's reasonable additional charges for retaining the Goods or suspending the Services pending the arrival of such further instructions and for carrying out those instructions shall be payable by the Customer;

10.1.2. at the expense of the Customer arrange proper storage of the Goods. During such period of storage, the Goods will be held at the Customer's risk and the Company shall not be liable for loss or damage of the Goods howsoever caused. The Customer shall be responsible for any storage or warehousing charges which may have been incurred during the time that the Goods have been retained, such charges commencing two weeks after the date on which delivery was attempted. The charges shall be the greater of \$100 per week per consignment of Goods per week or the actual charges incurred by the Company;

10.1.3. where the Company is unable to obtain further instructions from the Customer in accordance with clause 10.1.1, the Company may (subject to the provisos in clause 10.1.3(a) and 10.1.3(b) below) sell the Goods provided that such sale is permitted by law and (after deducting all reasonable storage and selling expenses) charge the Customer for any shortfall below the price under the Contract:

a. the Goods may not be sold unless the Company shall have made reasonable efforts to notifying the Customer of the Company's intention to sell the Goods. The Goods may be sold unless, within a reasonable time (such time to be specified in the notice) the Customer shall have arranged to collect the Goods or given instructions for their disposal and have paid, without prejudice, all outstanding charges due to the Company including any storage or warehousing charges which may have been incurred during the time that the Goods have been retained;

b. the Customer shall do what is reasonable to obtain a reasonable market price for the Goods. If the Goods have no market value, then the Company may dispose of them subject to compliance with all legal requirements in force in respect of such Goods



10.2. The Customer shall unpack and check the Goods as soon as possible after delivery and give the Company written notice of any shortage or damage within 7 days of delivery. If the Customer fails to give such notice then the Goods will be presumed to be in accordance with the Contract and neither short or damaged and the Company will not be liable to the Customer.

10.3. The Customer is not entitled to reject the Goods or any of them by reason of the Company's failure or default or for Goods that do not exactly meet the quantity ordered.

11. Risk and Title:

11.1. Risk in the Goods shall pass to the Customer in accordance with EXW, FCA or DDP Incoterms 2020, as agreed between the Company and the Customer.

11.2. The Customer shall, from the passing of the risk in the Goods in accordance with clause 11.1, bear all risk of loss or damage to or deterioration in the Goods.

11.3. The Customer will own the Goods and title to the Goods shall pass to the Customer once the Company has received payment in full and in cleared funds for the Goods, including all applicable delivery charges.

11.4. Until the Company has received full payment from the Customer of all sums due under the Contract shown as credited to the Company's bank account and title to the Goods has passed to the Customer, the following terms shall apply:

11.4.1. The ownership of the Goods shall remain with the Company which reserves the right to dispose of the Goods (if the Goods remain in its possession) or otherwise the Customer shall at its cost, hold the Goods as bailee for the Company and the Customer shall store the Goods separately from all other material in the Customer's possession and in such a way as to be identifiable as the property of the Company;

11.4.2. The Customer shall take all reasonable care of the Goods and keep them in the condition in which they were delivered;

11.4.3. The Customer shall keep the Goods insured, effective from the time at which risk passes to the Customer under clause 11.1, against all risks in their full replacement value and if requested by the Company shall execute an assignment in favour of the Company of all rights of the Customer to claim against the insurers of the Company's interest in any policy affected hereunder.

11.5. Notwithstanding the provisions of clause 11.4. the Customer shall have a licence to sell the Goods bona fide to a third party at full market value. This licence (without prejudice to any other right of the Company) may be immediately terminated by the Company at any time upon giving the Customer written notice and such licence should automatically terminate if the Customer (being a company) passes a resolution for its winding up (unless the same be part of a reconstruction or amalgamation) or if any petition be represented for the appointment of an administrator or a receiver or to wind up the Company or an administrative receiver is appointed in respect of any part of the Customer's undertaking of assets or if the Customer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (or any re-enactment or further enactment thereof) or upon the happening of any similar or analogous event under the foreign jurisdiction unless the Company otherwise agrees in writing to the continuation of such licence.

11.6. Pursuant to the fiduciary duties which the Customer owes the Company and which the Customer acknowledges the proceeds of any such sale shall to the

extent of sums referred to above owing to the Company by the Customer be held in trust for the Company absolutely and the Customer shall forthwith pay such proceeds of such sales (but only to the extent of sums referred to above owing to the Company by the Customer into a bank account in its own name separate from all other monies of the Customer and shall notify the Company thereof and the bank of the Company's interest in such account. The proceeds of such sales paid into such bank account by the Customer shall not be used by the Customer but shall immediately be paid to the Company and notwithstanding that any period of credit extended to the Customer by the Company (under this or any other contract) shall not have expired.

11.7. The Company may at any time after the termination of the licence referred to in clause 11.5 (and without prejudice to its other rights) repossess the goods and for this purpose the Customer hereby grants to the Company an irrevocable licence to enter upon any premises of the Customer and recover possession of the Goods.

12. Warranty:

12.1. The Company warrants that:

12.1.1. At the time at which the risk in the Goods passes to the Customer under clause 11.1. Goods will conform in all material respects with the specification agreed in writing by the Company and/or set out in any Contract; and have not been subjected to conditions of extreme stress, heat or environment.

12.1.2. The Company will provide the Services with reasonable care and skill and that the Services will comply in all material respects with the specification agreed in writing by the Company.

12.2. If any Goods and/or Services do not comply with clause 12.1, the Customer shall so notify the Company within 7 days (as the case may be) of the delivery of such Goods or the completion of the performance of such Services (and the Company shall not be liable for additional loss, damage or indirect results of undue delay by the Customer in so notifying the Company) and the Customer shall afford the Company all such access information and cooperation as the Company may request to enable the Company at its option to repair, replace, supplement or make good any such Goods and/or make price adjustment which is fair to both parties

12.3. The warranties referred to in clause 12.1 shall be conditional upon the Customer complying with all instructions (if any) given by the Company in connection with the transportation, storage, installation or use of any Goods including where applicable any requirements under Regulation (EC) No 1907/2006 – Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) (REACH Regulation 2006) and UK REACH as amended by REACH (EU EXIT) Regulations 2019.

12.4. The Company shall not be liable for any failure of the Goods and/or Services to comply with clause 12.1:

12.4.1. where such failure arises by reason of wear and tear, wilful damage, negligence or could be expected to arise in the normal course of use of the Goods;

12.4.2. to the extent caused by the Customer's failure to comply with the Company's instructions as to storage, installation, commissioning, use or maintenance of the Goods or good practice in relation to the storage, installation, commissioning, use or maintenance of the Goods (as applicable);

12.4.3. to the extent caused by the Company following any design, specification



or requirements of the Customer in relation to the Goods;

12.4.4. where such failure arises as a result of damage or loss which occurs after risk in the Goods has passed to the Customer;

12.4.5. where the Customer repairs or alters any Goods without the Company's prior consent, or having received such consent, not in accordance with the Company's instructions; or

12.4.6. where the Customer uses any of the Goods after notifying the Company that it does not comply with clause 12.1.

13. Limitation of Liability:

13.1. The Company does not exclude or restrict its liability;

13.1.1. For death or personal injury resulting from negligence of the Company its servants or agents (but not independent contractors) while acting in the course of their employment;

13.1.2. For fraud or fraudulent misrepresentation;

13.1.3. Or for breach by the Company of any undertaking as to title implied in Section 12 of the Sales of Goods Act 1979; or

13.1.4. Insofar as any exclusion or limitation of the Company's liability hereunder is otherwise prohibited void or unenforceable by law.

13.2. Except as expressly stated in the Contract, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

13.3. The Company does not make or give nor has any servant or agent of the Company authority to make or give any representation or undertaking as to the standard to which Service will be performed or as to the quality of the Goods or their correspondence with description or their fitness for any particular purpose or the accuracy to which any Services will be performed or Goods made.

13.4. Subject to Clause 13.1, the Company's total aggregate liability under or in connection with the Contract, whether arising in tort (including negligence), contract or in any other manner shall in no event exceed the price of the Goods and / or the Services under the Contract.

13.5. Without prejudice to clause 13.4, the Company shall not be liable to the Customer for any:

13.5.1. loss or damage to property belonging to the Customer or a third party;

13.5.2. loss of profits or revenues;

13.5.3. loss of, or damage to, data or information systems;

13.5.4. loss of contract or business opportunities;

13.5.5. loss of anticipated savings;

13.5.6. loss of goodwill; or

13.5.7. any indirect, special or consequential loss or damage.

13.6. The Company is not liable under or in connection with the Contract, whether in tort (including negligence), contract or in any other manner for:

13.6.1. any failure to deliver, or delay in delivering the Goods and/or Services unless the Customer has notified the Company in writing of such failure or delay within 15 Business Days of the scheduled delivery date;

13.6.2. any representations, statements, promises, arrangements or undertakings given by or on behalf of the Company in relation to the matters referred to in the Contract (including Orders), whether oral or in writing, not set out in the Contract unless such representations, etc are made fraudulently.

13.7. The Company accepts no liability in respect of REACH Regulations 2006 where the Delivery Location is not in the EU. Unless otherwise agreed by the



Company in writing and to the extent permitted by law, on delivery it is the responsibility of the Customer to comply with any regulations or applicable law regarding the import or export of the Goods.

13.8. For the avoidance of doubt, all Contracts are subject to any sales export or import controls that may in place at the time of the Contract as prescribed by the governments of the United Kingdom and/or USA and/ or any EU regulations. Any breach or suspected breach of such controls will invoke the Company's rights in clause 15.

14. Force Majeure:

A "Force Majeure Event" shall mean any act, event, circumstance or cause, the occurrence of which is beyond the reasonable control of the Company, including but not limited to:

14.1. act of God, riot, civil commotion, strike, lockout, general or partial stoppage or restraint of labour from whatever cause, war, act of foreign power, terrorism, seizure or forfeiture under legal process, restraint of government;

14.2. any unexpected consequence of the UK's exit from the European Union (Brexit) which arises during the implementation period or beyond that, or an unexpected event occurring in relation to Brexit which makes the Contract unfeasible or undesirable to perform;

14.3. error, act, omission, mis-statement or misrepresentation by the Customer;

14.4. inherent wastage in bulk or weight, faulty design, latent defect or inherent vice or natural deterioration of the Goods;

14.5. fire, flood, storm, earthquake, pandemic or epidemic; and

14.6. road congestion, road accidents, a delay in providing to the Company safe and adequate access to the Delivery Location and / or delivering instructions, delays incurred at any delivery location or lack of delivery instructions from the Customer, vehicle breakdown.

15. Right to Cancel or Delay:

Without prejudice to any other remedies the Company reserves the right to cancel forthwith or delay performance of the Contract or any other Contract between the Company and the Customer wholly or in part upon any breach, non-observance or non-performance by the Customer of any term condition or provision express or implied for the time being subsisting between the Company and the Customer. Such right extends to cancellation in the event that a Customer seeks to impose its own terms and conditions or any part of them on the Company.

16. Termination:

16.1. Without prejudice to any other right or remedy available to the Company the Company shall be entitled to terminate the Contract immediately by written notice where:

16.1.1. The Customer (being a company) passes a resolution for its winding up (unless the same be part of a reconstruction or amalgamation);

16.1.2. Any petition is presented for the appointment of an Administrator or a receiver or to wind up the Customer's company or an administrative receiver is appointed in respect of any part the Customer's undertaking or assets;

16.1.3. The Customer suspends or threatens to suspend payment of its debts, or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (or any re-enactment or further enactment thereof);

16.1.4. Upon the happening of any similar or analogous event under any foreign



jurisdiction;

16.1.5. The Customer suspends trading, ceases to carry on business or threatens to do either; or

16.1.6. If the Customer is in breach of any term of the Contract and (if such breach is capable of remedy) has failed to remedy within 21 days (or such other period as the Company may reasonably specify) following the Company's written notification of such breach.

16.2. Without prejudice to any other rights that it may have, the Company may terminate the Contract immediately on written notice to the Customer if the Customer has failed to pay any amount due on the due date and such amount remains unpaid ten Business Days after the Customer has received a written notification from the Supplier that the payment is overdue.

16.3. On termination of the Contract for any reason:

16.3.1. The Customer shall immediately pay all outstanding invoices of the Company;

16.3.2. The Company shall promptly invoice the Customer for all Goods delivered and / or Services rendered but not yet invoiced and payment for such invoices will be due immediately on receipt by the Customer;

16.3.3. the accrued rights and liabilities of the parties (including any rights in relation to breaches of contract) shall not be affected.

16.4. The following clauses shall survive termination, howsoever caused:

16.4.1. Clause 10 – Unclaimed Goods;

16.4.2. Clause 13 – Limitation of liability

16.4.3. Clause 16 – Termination

16.4.4. Clause 17 – Intellectual property

together with any other provision which expressly or by implication is intended to survive termination.

17. Intellectual Property Rights:

17.1. All specifications, drawings, sketches, models, samples, designs, technical information or data and other proprietary information written, oral or otherwise (information) furnished to the Customer by the Company or on its behalf (whether relating to Goods and/or Services supplied or to be supplied by the Company to the Customer) and all rights therein (including without limitation, copyright, design right (registered or unregistered) and whether or not in fact registered) and any other like right in any part of the world shall remain the property of the Company and shall be returned promptly to the Company (together with all copies) at the Company's request save that upon payment in full by the Customer of all monies due to the Company under the Contract the Customer shall have a non-exclusive licence to use only such of the information that relates directly to the Goods or Services supplied to the Customer under the Contract and then only for the purposes of using the Goods or Services within the Customer's business and as agreed by the Company when it entered into the Contract.

17.2. Unless the Company has otherwise agreed in writing the Company shall be permitted to use (free of charge) all information prepared by the Customer in connection with the Contract for any purpose whatsoever and the Customer at the request and cost of the Company do all such things and such all such documents as may reasonably be required to perfect the Company's right so to do.

17.3. The Customer shall not in selling its products or in promoting the sale



thereof make any reference to the Company's trademarks or brand names except with the previous written consent of the Company.

18. Indemnity:

18.1. The Customer agrees to indemnify and at all times to hold the Company, its agents, employees, officers, subsidiaries associated companies and assigns indemnified from and against any and all liability damage loss cost or expense directly or indirectly arising from or consequential losses from:

18.1.1. Any alleged or actual infringement of any patent registered design copyright trademark or other rights of any third party by the Company resulting from the manufacture and/or supply of any Goods by the Company or the performance of any Services by the Company (in either case in accordance with any design or other instruction of the Customer): or

18.1.2. Any act or omission in the performance or of in connection with any of the obligations undertaken by the Customer under the Contract whether by reason of the negligence of the Customer, its agents, employees or sub-contractor or their agents or employees or otherwise including without prejudice to the generality of the foregoing, any liability arising as aforesaid from any injury to any person or persons but excluding any such liability damage loss cost or expense arising directly from negligence on the part of the Company.

19. Insurance:

The Customer will at all times insure and keep itself insured with a reputable insurance company against all insurable liability under the Contract and without prejudice to the generality of the foregoing against all the Customer's liabilities under Clause 17.

20. Assignment and Sub-Contractors:

20.1. The Customer shall not assign any of its rights or obligations under the contract.

20.2. The Company may in its absolute discretion:

20.2.1. Assign the contract in whole or in part; or

20.2.2. Sub-contract any of its obligations under the contract.

21. Additional Rights:

The rights of the Company under the Contract shall be in addition to and without prejudice to those implied by or available at law or in equity.

22. Waiver:

No failure, delay or omission by the Company in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy provided by law or under this Contract shall prevent any future exercise of it or the exercise of any other right, power or remedy.

23. Set-Off:

The Customer shall have no right to set-off and shall not be entitled to withhold payment of any monies due (whether under this contract or otherwise) for any reason.

24. Data:

24.1. The data collected by the Company may be transferred to a destination outside of the European Economic Area. Such data may include personal data and by placing any orders for Goods the Customer agrees to this transfer of data.

24.2. Under data protection law, the Company can only transfer the Customer's personal data to a country or international organisation outside the EEA where:



- a. the UK government has decided the particular country or international organisation ensures an adequate level of protection of personal data (known as an 'adequacy decision');
- b. there are appropriate safeguards in place, together with enforceable rights and effective legal remedies for data subjects; or
- c. a specific exception applies under data protection law

24.3. The Company may transfer the Customer's personal data to certain countries, on the basis of an adequacy decision. The list of countries that benefit from adequacy decisions will change from time to time. The Company will always seek to rely on an adequacy decision, where one exists.

24.4. Where there is no adequacy decision, the Company may transfer the Customer's personal data to another country if it is satisfied the transfer complies with data protection law, appropriate safeguards are in place, and enforceable rights and effective legal remedies are available for data subjects.

24.5. In the absence of an adequacy decision or appropriate safeguards, the Company may transfer personal data to a third country where an exception applies under data protection law, e.g.: the Customer has explicitly consented to the proposed transfer after having been informed of the possible risks or the transfer is necessary to establish, exercise or defend legal claims.

24.6. The Company will use all steps reasonably necessary to ensure that Customers data is treated securely, including implementing appropriate safeguards.

25. Notices:

Any notice or communication given by a party under this Contract shall be in writing and in English, addressed to the relevant party and shall be deemed to have been received on the said party if left at or sent by facsimile transmission or registered or recorded delivery to the registered office (or any principal place of business) of such party. The same shall have been deemed to be received at the same time when handed to or left with the addressee or if served by post on the next succeeding day (not being a Saturday or Sunday or Bank Holiday) following the day of posting or if by facsimile at the time of despatch thereof.

26. Enforceability:

If any provision of this Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Contract shall not be affected. If any provision of this Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable.

27. Language:

The language of this Contract is English. All documents, notices, waivers, variations and other written communication relating to this Contract shall be in English.

28. Heading:

The headings used in these Conditions are for case of reference only and shall not affect the construction thereof.

29. EU Legislation:

References to EU legislation the UK retains by operation of the European Union



(Withdrawal) Act 2018, s 3 are to be read as references to that legislation as amended by UK legislation from time to time.

30. Governing Law and Jurisdiction:

This Contract is governed by English law and each party irrevocably agrees to submit all disputes arising out of or in connection with this Contract to the exclusive jurisdiction of the English courts.

Aerospheres (U.K.) Ltd

Unit 3,

Barratt Way Industrial Estate,

Harrow,

Middlesex,

HA3 5TJ,

United Kingdom