

THE IRONSIDES LUBRICANTS LIMITED – TERMS AND CONDITIONS OF SALE

IN THESE TERMS AND CONDITIONS the following terms are agreed:

1. INTERPRETATION

1.1 Definitions

In these terms, the following definitions apply:

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| "Business Day" | a day (other than a Saturday, Sunday or public holiday) when banks in London are open for a normal day of bank's business. |
| "Contract" | the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these terms comprising (only) {the Quote}, the Order, Order Acknowledgment and these terms; |
| "Customer" | the person who purchases the Goods from the Supplier; |
| "Estimated Delivery Date" | the estimated delivery date for the Goods set out in the Acknowledgment, as the same may be changed from time to time by the Supplier given notice of an updated estimated delivery date to the Customer; |
| "Force Majeure Event" | has the meaning given in clause 13; |
| "Goods" | the goods (or any part of them) set out in the Order; |
| "Intellectual Property" | any copyright and related rights, trade marks and service marks patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, confidential information (including know-how and trade secrets) 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; |
| "Minimum Order Value" | an Order for Goods with a value of no less than £200 excluding VAT (or such other value as the Supplier may notify the Customer from time to time); |
| "Order" | the Customer's order for the Goods as submitted to the Supplier; |
| "Order Acknowledgment" | the acknowledgement of the Customer's Order sent by the Supplier to the Customer setting out the Order description, quantity and price, which constitutes the Supplier's acceptance of the Order and obliges the Supplier to deliver the Goods set out in the Order and the Customer to make payment for them subject to these terms; |
| "Prohibited Territory" | any territory within the world into which the sale or distribution of the Products is prohibited by law, including those such territories listed by the United Kingdom Foreign and Commonwealth Office; |
| "Purchase Price" | The agreed price payable by the Customer for the Goods as set out in the {Order Acknowledgment}; |
| "Quote" | the quotation for the supply of the Goods given by the Supplier before the Customer submits the Order; |
| "Specification" | any specification of the Goods that is agreed by the Customer and the Supplier (and in default of specific agreement as set out in the Supplier's relevant technical data sheets relating to the Goods (as per the products code(s) set out in the Order) from time to time); |
| "Supplier" | Ironsides Lubricants Limited (The) incorporated and registered in England and Wales with company number 00360850 whose registered office is at Shield Street, Stockport SK3 0DS; and |
| "terms" | the terms and conditions set out in this document as amended from time to time in accordance with clause 17.8. |

1.2 The headings in these terms are for convenience only and shall not affect its interpretation.

- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless otherwise specified, words importing the singular shall include the plural and vice versa.
- 1.6 A reference to a party includes its personal representatives, successors or permitted assigns.
- 1.7 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.
- 1.8 Any reference to a clause or the Schedule shall be construed as a reference to a clause of or the Schedules to these terms unless expressly stated to the contrary.
- 1.9 References to the word "include" or "including" shall be construed without limitation.

2. SUPPLY AND PURCHASE

The Supplier shall sell and the Customer shall purchase the Goods subject to these terms and to the exclusion of all other terms and conditions (including any and all terms and conditions which the Customer may seek to rely on).

3. BASIS OF CONTRACT

- 3.1 Before placing an Order the Customer will contact the Supplier to discuss or specify its requirements and request a Quote. The Supplier is not obliged to provide a Quote.
- 3.2 Any Quote shall not constitute an offer. The Quote shall be valid for a period of 30 days from its date of issue but the Supplier has the right to amend or withdraw the Quote without notice to the Customer at any time prior to the Contract been entered into.
- 3.3 All Quotes and price lists are based on the cost of the Goods at the date of the relevant Quote and are subject to amendment or withdrawal at any time prior to the Contract been entered into without notice to the Customer.
- 3.4 If the Customer wishes to place an order based on a Quote, the Customer shall submit an Order to the Supplier by email, fax, phone or writing and such Order shall be irrevocably deemed to include those matters set out in the Order save where there is a specific written request to vary the same..
- 3.5 Each Order must be placed for no less than the Minimum Order Value. The Supplier may at its absolute discretion accept an Order for less than the Minimum Order Value and on its terms including that any such Order must be prepaid by cheque or by electronic funds transfer to the Supplier's bank account (as notified by the Supplier to the Customer in writing) in cleared funds.
- 3.6 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these terms. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 3.7 No Contract shall come into existence until the Supplier accepts the Order by issuing an Order Acknowledgment or by carrying out any act consistent with fulfilling the Order.
- 3.8 Following the Contract coming into existence pursuant to clause 3.7, the Contract shall constitute the entire agreement between the parties.
- 3.9 Marketing and other promotional material relating to the Goods are illustrative only and do not form part of this Contract. The Customer agrees that, in submitting an Order, it has not relied on any representations or statements by the Supplier other than those expressly set out in this Contract and, save where the same is set out in the Specification, is not buying the Goods based on their fitness for a particular purpose.

4. INTELLECTUAL PROPERTY

- 4.1 The Customer acknowledges that any Intellectual Property in the Goods (including any branding or mark used in relation to them) belongs to the Supplier. For the avoidance of doubt the Customer has no rights in, or to, the Intellectual Property of the Supplier (other than the minimum non-exclusive licence required for the purposes of use or resale of the Goods) and shall not be entitled to resell or distribute the Goods or make reference to them under any names other than the Supplier's relevant brand names (or if the Goods are simply designated by a product code or description by the Supplier, by a code or similar generic description).
- 4.2 The Customer shall immediately notify the Supplier in writing giving full particulars if any of the following matters come to its attention:
 - 4.2.1 any actual, suspected or threatened infringement of the Supplier's Intellectual Property;
 - 4.2.2 any actual or threatened claim that the Supplier's Intellectual Property is invalid;
 - 4.2.3 any actual or threatened opposition to the Supplier's Intellectual Property;
 - 4.2.4 any claim made or threatened that use of the Supplier's Intellectual Property infringes the rights of any third party;

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- 4.2.5 any person applies for, or is granted, a registered trade mark which is the same or similar class(es) to the Supplier's Intellectual Property; or
- 4.2.6 any other form of attack, charge or claim to which the Supplier's Intellectual Property may be subject.
- 4.3 The provisions of section 30 of the Trade Marks Act 1994 (or equivalent legislation in any jurisdiction) are expressly excluded.
- ## 5. PURCHASE PRICE
- 5.1 The Purchase Price is the price quoted by the Supplier in the Order Acknowledgment.
- 5.2 The Supplier may, by giving notice to the Customer at any time up to 5 Business Days before the Estimated Delivery Date, increase the Purchase Price to reflect any increase in the cost of the Goods that is due to:
- 5.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and/or increases in labour, materials and other manufacturing costs);
- 5.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- 5.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- If an increase in price is notified under 5.2.1 above and the notified increase is greater than 10% the Customer shall have the option to cancel the Contract in respect of any then undelivered Goods under clause 9 below, at any time up to 2 Business Days prior to the Estimated Delivery Date.
- 5.3 The Purchase Price is exclusive of amounts in respect of VAT and any other applicable taxes. 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.
- 5.4 The Order and/or Order Acknowledgment will specify whether and to what extent the Purchase Price is exclusive of the costs and charges associated with the packaging, insurance and transport of the Goods necessary for delivery in accordance with clause 8 and in the absence of such specification the Purchase Price shall be 'ex works' and entirely exclusive of such costs and charges. The Supplier may make any reasonable additional charges to cover any extra costs and to cover the costs of complying with any additional requirements made by the Customer.
- ## 6. PAYMENT
- 6.1 Unless specific invoicing provisions permitting earlier invoicing are set out in the Quote, Order or Order Acknowledgment, the Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery in accordance with clause 8.
- 6.2 Unless specific payment provisions to the contrary are set out in the Quote, Order or Order Acknowledgment, the Customer shall pay the invoice in full and in cleared funds [within 20 days of the end of the month of its date] (the "Due Date"). Payment shall be made to the bank account nominated in writing by the Supplier in cleared funds (by electronic funds transfer or cheque). Time of payment is of the essence.
- 6.3 If the Customer fails to make any payment due to the Supplier under the Contract by the Due Date then the Customer shall pay interest on the overdue amount at the rate of 5% per annum above the base rate of the Bank of England from time to time. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount or judgment (whichever is earlier). The Customer shall pay the interest together with the overdue amount.
- 6.4 While any payments due to the Supplier from the Customer remain outstanding (whether under this Contract or due under another contract for the supply of goods or services between the Customer and the Supplier), the delivery of any goods or services to the Customer by the Supplier, may be, at the Supplier's discretion, suspended or cancelled pending payment of such outstanding payment by the Customer.
- 6.5 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 6.6 Unless otherwise agreed, the Customer shall pay the Purchase Price to the Supplier in Great British pound sterling (GBP).
- ## 7. QUALITY OF GOODS
- 7.1 The Supplier reserves the right to vary or amend the Specification from time to time to comply with any applicable statutory or regulatory requirements or to make minor changes to it which do not have a material effect on quality, durability or usefulness of the Goods. The Supplier will endeavour to make available to the Customer any amended Specification as soon as possible after any such variation, amendment or change
- 7.2 The Supplier warrants that on delivery and, for period of 2 years from the date of delivery (the "Guarantee Period"), the Goods shall:
- 7.2.1 conform to their description and any applicable Specification;
- 7.2.2 be free from material defects in design, material and workmanship;
- 7.2.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- 7.2.4 be fit for any specific purpose set out in the Specification
- 7.3 Subject to clause 7.4, if:
- 7.3.1 the Customer gives notice in writing to the Supplier during the Guarantee Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 7.2;
- 7.3.2 the Supplier is given a reasonable opportunity of examining such defective Goods (or a representative sample of them, which representative sample the Customer (if asked to do so by the Supplier) will provide to the Supplier or its nominated agent at the [Supplier's] cost); and
- 7.3.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business or to such other place as the Supplier may direct at the [Supplier's] cost;
- the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 7.4 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 7.2 in any of the following events:
- 7.4.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 7.3.1;
- 7.4.2 the defect arises because the Customer failed to follow the Supplier's oral or written recommendations (found in the relevant technical data sheets for the Goods or elsewhere) as to the storage and/or use of the Goods or (if there are none) good trade practice regarding the same;
- 7.4.3 the Customer modifies such Goods without the written consent of the Supplier;
- 7.4.4 the defect arises as a result of wilful damage, negligence, or abnormal storage or conditions of use (which shall include any storage or use outside of recommended parameters); or
- 7.4.5 the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 7.5 Except as provided in this clause 7, the Supplier gives no warranty and makes no representations in relation to the Goods and shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 7.2.
- 7.6 Except as provided in this clause 7, all warranties and conditions (including the conditions implied by ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.
- 7.7 These terms shall apply to any replacement Goods supplied by the Supplier.
- ## 8. DELIVERY
- 8.1 The Supplier shall deliver the Goods to the location specified in the Quote (or if a different in the Order [Acknowledgment] or such other location as the parties may agree (the "Delivery Location") within a reasonable time after the Supplier notifies the Customer that the Goods are ready.
- 8.2 Further to clause 8.1, any dates quoted for delivery are approximate only and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 8.3 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. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 8.4 If the Customer fails to accept delivery of the Goods then, except where such failure or delay in acceptance is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
- 8.5 Goods shall be deemed delivered:
- 8.5.1 if delivered by the Supplier, or a carrier engaged by the Supplier, on arrival of the Goods at the Delivery Location; or

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- 8.5.2 if delivered by a carrier engaged by the Customer, on handover of the Goods by the Supplier to that carrier; or
- 8.5.3 if delivery is ex works when the Supplier makes the Goods available for collection at the Supplier's premises.
- 8.5.4 If the Customer or its carrier refuses to accept delivery of the Goods (or in the case of an ex works delivery fails to collect or arrange a carrier to collect the Goods when their availability is notified) the delivery shall be deemed to have been completed when delivery of the goods was first attempted or, if delivery is ex works, the earlier of when the goods are actually collected or at 9.00 am [two] Business Days after such notification was made to it, as the case may be; and
- (a) the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance); and
- (b) the costs of any further delivery attempts shall be borne by the Customer.
- 8.6 If 10 Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, 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.
- 8.7 The Customer shall not be entitled to reject the Goods unless:
- 8.7.1 The Customer gives written notice within 3 Business Days of delivery; or
- 8.7.2 the Supplier delivers more or less than [3]% (inclusive) of the quantity of Goods ordered (save that in this event 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.)
- 8.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 8.9 Further to the provisions of clause 6.4 and this clause 8, all deliveries may be suspended by the Supplier where there are any outstanding payments due to the Supplier from the Customer.
- 9. CANCELLATION**
- The Customer may cancel an Order in respect of undelivered Goods no later than 10 Business Days before such Goods are due to leave the Supplier's premises by giving written notice (the "Cancellation Notice") but the Customer shall be responsible for any and all costs directly or indirectly incurred by the Supplier in connection with such cancellation. The Supplier shall endeavour to notify the Customer of an estimate of such costs or losses within 10 Business Days of receipt of the Cancellation Notice.
- 10. TITLE AND RISK**
- 10.1 No title to or interest in the Goods shall pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:
- 10.1.1 the Goods; and
- 10.1.2 any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.
- 10.2 Until title to the Goods has passed to the Customer, the Customer shall:
- 10.2.1 hold the Goods on a fiduciary basis as the Supplier's bailee;
- 10.2.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- 10.2.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 10.2.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 10.2.5 notify the Supplier immediately if it becomes subject to any of the events listed in clause 11.2; and
- 10.2.6 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.
- 10.3 For the avoidance of doubt, risk of damage to or loss of the Goods shall pass to the Customer from the time of delivery.
- 10.4 If before title to the Goods passes to the Customer the Contract is terminated for any reason then, provided that the Goods have not been resold, or irrevocably incorporated into another product, 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
- 11. TERMINATION**
- 11.1 The Supplier shall be entitled to terminate the Contract with the Customer in the event that:
- 11.1.1 the Customer fails to pay the Supplier's invoice by the Due Date; or
- 11.1.2 the Customer is otherwise in breach of these terms; or
- 11.1.3 the Customer (or a company in the same group of companies as the Customer) is in ongoing breach of the terms of another contract with the Supplier (or with a company in the same group of companies as the Supplier) or such contract has been (since the date of the Order) been terminated by the Supplier or by a company in the same group of companies as the Supplier, as the case may be;
- and, in the case of an ongoing non-payment or other breach, the Customer fails to remedy or procure the remedy by another of such non-payment or breach within 10 Business Days of being requested to do so.
- 11.2 Further to clause 11.1, without limiting any other right or remedy available to the Supplier, the Supplier may terminate the Contract immediately without notice and 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, if the Customer becomes subject to any of the following events (or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly):
- 11.2.1 the Customer is in material breach of these terms;
- 11.2.2 the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- 11.2.3 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- 11.2.4 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- 11.2.5 (being an individual) the Customer is the subject of a bankruptcy petition or order;
- 11.2.6 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 11.2.7 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- 11.2.8 (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- 11.2.9 a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- 11.2.10 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.2.1 to clause 11.2.9 (inclusive);
- 11.2.11 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- 11.2.12 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- 11.2.13 (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 11.3 Immediately following termination under clause 11.2 above, the Customer shall return (at the Customer's expense) to the Supplier

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all Goods delivered to them which are still in its possession custody or control, and all outstanding sums in respect of Goods already delivered to the Customer shall become immediately due. The Supplier shall apply such credit as it thinks reasonable and appropriate for any Goods returned in good and saleable condition under this sub-clause from time to time against monies otherwise due to it 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. LIMITATION OF LIABILITY

- 12.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 12.1.2 fraud or fraudulent misrepresentation; and
 - 12.1.3 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 12.2 Subject to clause 12.1:
- 12.2.1 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:
 - (a) any loss of profit,
 - (b) any indirect or consequential loss arising under or in connection with the Contract; or
 - (c) loss of goodwill or reputational loss; and
 - 12.2.2 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 the Purchase Price.

13. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

14. EXPORT OF GOODS

- 14.1 The trade terms of the International Chamber of Commerce published in 2020 (the "Incoterms") shall be incorporated into these terms and apply to the export of the Goods. Unless the context otherwise requires any term or expressions which is defined in the Incoterms shall have the same meaning in these terms but if there is any conflict, these terms shall prevail.
- 14.2 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the county of destination and for the payment of any duties thereon.
- 14.3 Unless otherwise agreed in writing between the Customer and the Supplier the Goods shall be delivered ex works.
- 14.4 If the Goods are agreed to be delivered CFR to the air or sea port of shipment the Supplier shall be under no obligation to give notice under section 32(3) of the Sales of Goods Act 1979.
- 14.5 The Supplier shall be under no obligation to fulfil any Order for Supply of Goods to a Prohibited Territory. The Customer shall ensure that no Goods supplied to it are sold or sent into a Prohibited Territory.

15. DATA PROTECTION

- 15.1 Each party shall fully observe its obligations under any applicable data protection laws.
- 15.2 In respect of personal data supplied by one party to another concerning individuals who are employed or engaged by it (or are its officers, owners or agents) (together 'Staff'), the supplying party consents to (and confirms that each relevant member of its Staff is aware of and has consented to) the processing of such data in accordance with the privacy policy of the other party for the purposes of performance of this Contract and indemnifies the other party against any claim or loss caused by such informed consent to processing not having been duly and properly obtained from the supplying party's Staff.

16. NOTICES

- 16.1 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, recorded delivery, commercial courier, fax or e-mail.
- 16.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting if the Customer's address for notices under clause 16.1 is within the UK or Eire [or a 9.00 am on the fifth Business Day if it is not; 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 or email, one Business Day after transmission.
- 16.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17. GENERAL

- 17.1 The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 17.2 The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 17.3 In the event that these terms have not been notified to the Customer specifically, or the Supplier commences supply to a Customer without an Order or Order Acknowledgement, these terms shall nevertheless apply to such supply. A copy of these terms is available on the Supplier's website at www.ironsidelubricants.co.uk with any Customer or person ordering goods from the Supplier
- 17.4 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 17.5 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 17.6 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 17.7 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 17.8 Except as set out in these terms, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.
- 17.9 The 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 17.10 REVISED APRIL 2021