

## PERRY OF OAKLEY LTD TERMS & CONDITIONS

General 1.1 Unless otherwise agreed in writing by Perry of Oakley Limited (the “Company”), these conditions of sale (“Conditions”) apply to each sale of goods (“Goods”) by the Company to a purchaser of Goods (“Purchaser”) (together with the Company, the “Parties”) to the exclusion of any other terms and conditions issued by either Party or otherwise applicable. 1.2 A binding contract (the “Contract”) is entered into upon the Company’s acceptance in writing of an order for Goods from the Purchaser. Any quotation or tender (whether written or oral) issued by or on behalf of the Company (“Quotation”) is an invitation to treat and not an offer capable of acceptance by the Purchaser. 1.3 The headings are for convenience only and do not affect the interpretation of these Conditions. 1.4 Reference in these Conditions to a person includes an individual, body corporate, partnership, firm, unincorporated association, trust, government body or other body of persons (whether or not having separate legal personality) and includes that person’s successors in title, legal personal representatives, estates and lawful assignees.

Price 1.1 Subject to Condition 2.3, the price of the Goods (the “Price”) is the price contained in the Company’s Quotation or, if no such price is quoted, the current list price of the Goods as at the date of dispatch of the Goods. 1.2 The Price is exclusive of value added tax, customs and other duties, delivery, packaging, carriage, and insurance which, unless otherwise agreed by the Parties, shall be charged to the Purchaser in addition to the Price at the rate prevailing at the date of delivery. 1.3 The Company is entitled, by written notice to the Purchaser, to increase the Price at any time before the Contract is completed by the Company to reflect any increase in the Company’s costs on account of any changes in delivery dates, methods or routes or in quantities or specifications requested by the Purchaser, any delay caused by the Purchaser’s failure to provide adequate information or instructions or any other factor beyond the Company’s control. 1.4 Only those discounts specifically referred to in a Quotation or invoice will be permitted by the Company in respect of the Price.

Payment: 3.1 Unless the Parties otherwise agree, the Purchaser will pay to the Company the Price (whether or not the Company has formally demanded it) set out in the relevant Quotation or invoice (which shall be net of any dealer or trade discount allowed on the Price (“Net Value”)) in the manner set out in such Quotation or invoice or, in the absence thereof, in the following manner: 3.1.1 unless otherwise provided in this Condition 3.1 below, within thirty (30) days (or such other period as may be specified by the Company) after the date of delivery of the Goods or when delivery was properly tendered; 3.1.2 in the case of a drier: a deposit equal to 30% of the Net Value shall be payable when placing the order with the balance payable prior to delivery of the Goods or when delivery was properly tendered; 3.1.3 in the case of handling equipment with a Price of between £20,000 and £44,999 (inclusive): a deposit equal to 30% of the Net Value shall be payable when placing the order and the balance shall be payable within thirty (30) days (or such other period as may be specified by the Company) after the date of delivery of the Goods or when delivery was properly tendered; 3.1.3 in the case of handling equipment with a Price of between £45,000 and £74,999 (inclusive): a deposit equal to 30% of the Net Value shall be payable when placing the order, 30% 30 days after order and the balance shall be payable within thirty (30) days (or such other period as may be specified by the Company) after the date of delivery of the Goods or when delivery was properly tendered; or 3.1.4 in the case of handling equipment with a Price in excess of £75,000: a deposit equal to 30% of the Net Value shall be payable when placing the order, a sum equal to a further 30% shall be payable prior to despatch of the Goods and the balance shall be payable within thirty (30) days (or such other period as may be specified by the Company) after the date of delivery of the Goods or when delivery was properly tendered. 3.1 If the Price (together with any value added tax and/or other applicable charges) is not paid in full when due then, without affecting any of the Company’s other rights or remedies, the Company may, at its discretion: 3.1.1 cancel the Contract, retain any deposit paid by or for the benefit of the Purchaser, and/or suspend any further deliveries; 3.1.2 charge interest at 3% per annum above the base lending rate of Barclays Bank Plc in force from time to time on all unpaid amounts; 3.1.3 withdraw all credit facilities made available to the Purchaser and require immediate payment of all outstanding invoices whether or not then due for payment; and/or 3.1.4 cancel and

withdraw any trade or dealer discount allowed on the Price.3.3In the event that a Purchaser cancels an order for Goods, the Company shall be entitled to retain, and shall not be required to refund, any deposit paid by or for the benefit of such Purchaser.

4Quotations, Drawings, Specifications and Samples4.1Any Quotation shall be given in good faith but the Company shall not be liable for any errors or omissions therein. All Quotations are subject to withdrawal at any time before receipt of an unqualified order from the Purchaser and shall be deemed to be withdrawn unless so accepted within thirty (30) days from their date.4.2All specifications, descriptions, data sheets, drawings, diagrams, photographs and illustrations contained in the Company's catalogues, leaflets, price lists, advertisements and promotional materials or any other information as to the content, weight, size, suitability, power, capacity, performance or otherwise of any Goods issued by the Company to its customers or potential customers or otherwise communicated to the Purchaser are given in good faith but are intended merely to present a general idea of the Goods described therein; and unless otherwise agreed by the Parties in writing and subject to Condition 4.3, nothing contained in any of them shall form part of the Contract and the Company shall not be liable for any failure of any Goods to comply with the same or to attain the performance referred to therein. The Company shall be entitled to amend any such information from time to time without giving rise to any liability to the Purchaser. 4.3If the Company shall provide a specification in respect of any Goods and shall expressly warrant that such Goods shall comply with such specification, compliance shall be subject to any tolerances specified in such warranty. In the event that any Goods do not comply with such specification, the Company shall receive such period as it shall consider reasonable in order to repair, rectify, modify or replace such Goods. 4.4Notwithstanding that a sample of the Goods may have been exhibited to, and inspected by, the Purchaser, it is hereby agreed that such sample was so exhibited and inspected solely to enable the Purchaser to judge for itself the quality of the bulk and not so as to constitute a sale by sample. The Purchaser shall take the Goods at its own risk as to their corresponding with the said sample or as to their quality, condition or sufficiency for any purpose.

5Delivery5.1Any delivery dates quoted by the Company are approximate only and the Company is not liable for any delay in the delivery of the Goods for any reason whatsoever. Delivery to persons in the UK will, unless otherwise agreed, be made at the Company's premises when the Goods are handed over to, or loaded on to any vehicle provided by, the Purchaser or its carrier, forwarding agent, warehouseman or other agent. The Company may, but shall not be obliged to, agree to deliver the Goods other than at its premises in which case delivery shall still be deemed to take place at the Company's premises as above and the Purchaser will pay for carriage, insurance and any other applicable delivery charges. 5.2If Goods are sold and delivered by instalments, each delivery shall constitute a separate Contract and the Company shall be entitled to invoice each instalment separately and the Purchaser shall pay such invoices in accordance with Condition 3. Any failure by the Purchaser to pay any sum as and when it becomes due shall entitle the Company to suspend all further deliveries until such failure is made good, retain any deposit paid by or for the benefit of the Purchaser and/or cancel the Contract to the extent that Goods remain to be delivered thereunder. Any failure by the Company to deliver any one or more instalments or any claim by the Purchaser in respect of any one or more instalments shall not entitle the Purchaser to treat the Contract as a whole as repudiated.5.3If the Purchaser fails to collect or take delivery of the Goods or fails to give adequate delivery instructions when the Company has notified the Purchaser that they are ready for delivery then, without affecting any of the Company's other rights or remedies, the Goods shall be regarded as having been delivered and payment therefor shall become due in accordance with Condition 3 as if the Goods were delivered on the date when the Company gave such notification; and the Company may invoice the Purchaser, store the Goods until actual delivery and charge the Purchaser for the reasonable costs of storage, handling, maintenance and insurance. The Company may, after thirty (30) days, sell the Goods at the best price readily obtainable and (after deducting reasonable storage and selling expenses) account for the excess over the Price to the Purchaser or charge the Purchaser the amount of any shortfall.5.4Any claim by the Purchaser for non or incorrect delivery (whether or not delivery is refused by the Purchaser) must be notified to the Company within five (5) days after the scheduled delivery date. If delivery is not refused, and the Purchaser does not notify the Company accordingly, the Purchaser is not

entitled to reject the Goods and the Purchaser must pay the Price (together with any value added tax and/or other applicable charges) as if the Goods had been delivered in accordance with the Contract.5.5Any packaging or containers used with respect to the Goods are not returnable to the Company and shall be disposed of by the Purchaser provided that the Purchaser shall promptly return to the Company, or make available for the Company's collection, any specialist handling or lifting equipment provided by the Company for the purposes of, or in connection with, the delivery of any Goods.5.6Notwithstanding any other provision in these Conditions, the Company shall be entitled to withhold delivery of Goods or any instalment of Goods until all sums due to the Company from the Purchaser (or, where the Purchaser is a company, from any company which is the Purchaser's subsidiary or holding company or a subsidiary of such holding company) on any account other than in respect of the Goods or instalment of Goods withheld, have been paid in full .6Risk and Property6.1Risk of damage to or loss of the Goods passes on delivery or, if the Purchaser fails to take delivery, at the time when delivery is properly tendered (and delivery for this purpose shall include delivery to the Purchaser or a dealer, carrier, forwarding agent, warehouseman or other agent of or on behalf of the Purchaser).6.2Property in the Goods does not pass to the Purchaser until the Company has received full payment of the Price (together with any value added tax and/or other applicable charges) and all other sums due to the Company from the Purchaser. Until property in the Goods passes to the Purchaser, it will hold the Goods as the Company's fiduciary agent and bailee and will keep the Goods separate from its goods and those of third parties, properly stored, protected, insured to their full value and identified as the Company's property; and the Purchaser will not pledge, charge, sell, transfer, assign or otherwise deal in the Goods. Breach of any provision of this Condition will result in all money owing by the Purchaser to the Company becoming immediately due and payable (without affecting any of the Company's other rights or remedies). Once property in the Goods has passed to the Purchaser, it is entitled to resell or use the Goods in the ordinary course of its business. Before property in the Goods passes, the Company may require the Purchaser to deliver up the Goods to it and, if the Purchaser fails to do so, the Company may repossess the Goods, in each case at the Purchaser's expense; and the Purchaser grants to the Company an irrevocable licence to enter, with or without vehicles, any of its premises for the purpose of inspecting or repossessing the Goods and shall assist any officer, employee or agent of the Company to effect such inspection or repossession.6.3In addition to any right or lien arising under the general law, the Company shall be entitled to a general lien on all goods or other property of the Purchaser in the Company's possession (although such goods or some of them may have been paid for) for all sums (whether or not liquidated or quantified) due from the Purchaser to the Company. If such sums remain due and owing to the Company fourteen (14) days after the Company has notified the Purchaser of the proposed exercise of such lien, the Company shall be entitled to sell the whole or any part of such goods or other property to discharge such sums and the expenses of such sale and shall pay the balance of such proceeds (if any) to the Purchaser. The Company shall not be liable for loss of or damage to the Purchaser's property in the Company's possession either as a result of the exercise by the Company of its lien or otherwise.6.4The Company shall be entitled to maintain an action against the Purchaser for the Price and any other monies owing by the Purchaser to the Company notwithstanding that title to any Goods has not passed to the Purchaser under these Conditions

.7Insolvency of PurchaserIn the event that:7.1the Purchaser makes any voluntary arrangement with its creditors; or 7.2distress or execution is levied on any part of the Purchaser's property; or7.3the Purchaser (being an individual) dies or becomes bankrupt, or (being a firm) is dissolved or a partner therein becomes bankrupt, or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of a solvent amalgamation or reconstruction); or 7.4an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Purchaser; or7.5the Purchaser ceases or threatens to cease to carry on business; or7.6the Company reasonably anticipates that any of the foregoing events is about or likely to occur (and notifies the Purchaser accordingly):-then, without affecting the Company's other rights or remedies, the Company is entitled to cancel the Contract, retain any deposit paid by or for the benefit of the Purchaser and/or suspend any further deliveries without incurring any liability.

Further, if the Goods have been delivered but not paid for, the Price will become immediately due and payable despite any previous agreement or arrangements to the contrary

8.1 Except as specified in this Condition 8, the Company warrants that the Goods will be free from defects in materials and workmanship for twelve calendar months from delivery and that, in the event of any such defect being notified to the Company within such twelve month period, the Company shall rectify or repair, or at its option replace, the same free of charge to the Purchaser. This warranty assumes that the Goods will be operated for a period of no more than forty hours in any seven (7) days during such twelve month period; if the period of operation is longer than forty hours, the twelve month warranty period shall be reduced proportionately so that, by way of example, if the Goods are operated for eighty hours, the period of warranty under this Condition shall be reduced to six months. Except to the extent expressly provided by these Conditions, all other warranties, conditions or other terms implied by statute or common law (including fitness for purpose) are excluded to the fullest extent permitted by law. This warranty is not transferable in any way.

8.2 The warranty given in Condition 8.1 does not apply in respect of any claims: 8.2.1 where there has been a failure to use, apply, install, operate or maintain the Goods as instructed by the Company, where the Goods have been used other than for their intended purpose (as set out in the applicable information sheet) or where the Goods have been modified or improperly installed; or 8.2.2 in respect of fair wear and tear or any defect in the Goods arising from a design, drawing or specification supplied by the Purchaser or on the Purchaser's behalf.

8.3 No warranty claim may be made if: 8.3.1 the Goods were not installed by a suitably qualified professional; 8.3.2 any repair or rectification has been carried out with respect to the Goods without the Company's prior written consent; 8.3.3 the Purchaser has not paid the Price in full; 8.3.4 the Purchaser cannot provide proof of purchase; or 8.3.5 the Goods have been sold or transferred in any way. 8.4 In respect of any Goods, parts or components not manufactured by the Company, the Purchaser is only entitled to the benefit of the guarantee or warranty (if any) to which the Company is itself entitled from the manufacturer thereof and the Company assumes no responsibility or liability in respect thereof. The Company will use reasonable endeavours to support the Purchaser's claim against any such manufacturer but shall not be required to incur any costs or expenses in relation thereto. Where Goods are used in conjunction with goods, plant, equipment or assets provided by the Purchaser or any third party, the Company accepts no liability for the condition of such other goods, plant, equipment or assets, for any damage suffered by or failure of such goods, plant, equipment or assets caused by the Goods nor for any damage suffered by or failure of the Goods caused by such goods, plant, equipment or assets. 8.5 In the event of any defect within Condition 8.1, the Purchaser shall give the Company written notice thereof promptly upon it becoming apparent, shall not attempt any repair without the Company's prior written consent and shall return the defective Good to the Company's premises free of charge. 8.6 Where a valid warranty claim is made in respect of any Goods, the Company can choose either to repair or replace the Goods (or the part in question) free of charge or grant credit to or refund to the Purchaser the Price of the Goods (or a proportionate part of the Price) at the Company's absolute discretion, but the Company will have no further liability to the Purchaser under the warranty. This is the Purchaser's sole remedy in respect of the Goods.

9 Limitation of Liability 9.1 Except as provided in Condition 0, the Company is not liable to the Purchaser because of any representation (unless fraudulent), or any warranty (express or implied), condition or other term, or any duty at common law, or under the express terms of the Contract, for: 9.1.1 any loss of profit, business, contracts, opportunity, goodwill, revenue, anticipated savings, expenses, costs or similar loss; and/or 9.1.2 any indirect, special or consequential loss or damage (whether for loss of profit or otherwise); whether caused by the negligence, breach of contract, tort or breach of statutory duty of the Company, its employees or agents or otherwise, arising out of or in connection with the Contract. 9.2 Except as provided in Condition 0, any other liability of the Company to the Purchaser in contract, tort, negligence, breach of statutory duty or otherwise arising out of or in connection with the Contract, is limited to the Price. 9.3 Nothing in these Conditions will exclude or restrict the liability of the Company for breach of the statutory warranty as to title and quiet possession or will operate or be construed to operate so as to exclude or restrict the liability of the Company for death or personal injury caused by the negligence of the

9.4 In the event that the Purchaser has requested any advice, instruction and/or recommendation relating to the Goods and/or their use from the Company's employees ("Advice"), the Company warrants that any such Advice (whether written or oral) is given in good faith and that written Advice is given with reasonable skill and care. No further duty or responsibility is accepted by the Company.

9.5 Unless the Purchaser has requested any Advice from the Company, the Purchaser must rely on its own knowledge, appraisal and/or testing of Goods and in no circumstances will the Company be deemed to have represented that the Goods are fit for any particular purpose.

9.6 In respect of sales of Goods to or Advice given to consumers, nothing contained in these Conditions will affect those consumers' statutory rights.

9.7 The Purchaser acknowledges and agrees that it shall bear all responsibility and liability for ensuring that the Goods comply with all health and safety requirements and other requirements (statutory or otherwise) relating to the siting, installation, commissioning and use of the Goods; and without limitation, the Purchaser shall ensure that all warnings, data-sheets, diagrams and other information as to the construction, assembly, use, storage or disposal of the Goods which was made available or provided to the Purchaser before, at the time of or following delivery of the Goods to the Purchaser are complied with by the Purchaser, its agents and employees and that copies thereof are supplied by the Purchaser to any person supplied with the Goods or any product incorporating any part of the Goods and the Purchaser shall impose a similar requirement on such person. The Purchaser shall indemnify the Company on a full indemnity basis against all liabilities, costs, claims, demands, and expenses resulting from any failure by any person (other than the Company) to comply with the foregoing. Any use or application of the Goods which is not contemplated in the warnings, data-sheets, diagrams and other information provided by the Company as aforesaid shall be undertaken at the sole risk of the Purchaser.

10 Rights of Cancellation and Return of Goods

10.1 The Purchaser may cancel its order subject to obtaining the Company's prior written consent provided that the Purchaser shall:-

10.1.1 if so required by the Company, forfeit any deposit paid by or for the benefit of the Purchaser (such deposit to be retained by the Company);

10.1.2 indemnify the Company on a full indemnity basis against any loss, expense, claim or action suffered or incurred by the Company in connection with such cancellation; and

10.1.3 without limitation to Condition 10.1.2, bear the full cost (promptly upon delivery of the invoice in respect thereof) of any goods, products, components or raw materials manufactured or acquired by the Company for the purposes of discharging such order.

10.2 Subject to obtaining the Company's prior written consent, the Purchaser may return any Goods supplied in accordance with the Purchaser's order and obtain credit with the Company in respect of their Price provided that:-

10.2.1 such Goods are, at the sole discretion of the Company, in good condition and of a standard specification which can be resold readily to other customers of the Company; Goods which have been specifically manufactured or acquired by the Company for the purposes of discharging such order may not be returned to the Company;

10.2.2 such Goods are accompanied by a notice which identifies the number of the Company's invoice relating to their sale; and

10.2.3 the Company shall charge a handling charge in respect of such Goods equal to 15% of their Price and shall be entitled to retain any deposit paid by or for the benefit of the Purchaser in respect of such Goods.

11 Force Majeure The Company is not liable to the Purchaser for any failure or delay in performance of the Contract due in whole or in part to an event beyond the reasonable control of the Company including, without limitation, act of God, war, riot, terrorism, nuclear, biological or chemical contamination, civil commotion, explosion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, strike, lock-out, labour dispute (including, without limitation, a strike, lock-out or labour dispute involving the employees or agents of the Company), difficulty or increased cost in obtaining workers, goods, raw materials or transport and any other circumstances affecting the supply of goods or services

12 Intellectual Property

12.1 Where Goods are manufactured or assembled by the Company to the Purchaser's specification, instruction and/or design, the Purchaser warrants to the Company that such manufacture will not infringe the patent, copyright, design right, trade mark or other industrial or intellectual property right ("IPR") of any person and shall indemnify the Company on a full indemnity from and against all losses, damages, costs and/or expenses (including legal fees) awarded against or incurred by the Company in

connection with any claim for infringement of the IPR of any person as a result of use of the Purchaser's specification, instruction or design. The Purchaser shall inform the Company promptly in writing of any claim or action made, brought or threatened against the Purchaser or the Company and the Company shall be entitled to assume the conduct of any proceedings in connection therewith on the Purchaser's behalf but at its own cost and in the event of the Company so requiring, the Purchaser shall be deemed by these Conditions to have appointed the Company its attorney for such purpose.12.2Where Goods are used in a manner, for a purpose or in a country not specified by or disclosed to the Company on or before the date of the Purchaser's order or are used in association or combination with any other article or material not supplied by the Company, the Purchaser shall indemnify the Company on a full indemnity basis from and against all losses, damages, costs and/or expenses (including legal fees) awarded against or incurred by the Company in connection with such use. The Purchaser shall inform the Company promptly in writing of any claim or action made, brought or threatened against the Purchaser or the Company and the Company shall be entitled to assume the conduct of any proceedings in connection therewith on the Purchaser's behalf but at its own cost and in the event of the Company so requiring, the Purchaser shall be deemed by these conditions to have appointed the Company its attorney for such purpose.12.3All information, drawings, specifications, documents, plans, design material and all other data provided by the Company to the Purchaser:-  
12.3.1(together with the copyright therein) is the property of the Company; and12.3.2are confidential and shall be used by the Purchaser only for the purpose of considering any Quotation or the performance of the Contract and shall not be disclosed to third parties, whether directly or indirectly, without the Company's prior written consent.

13Third Parties Each Contract will only confer rights and benefits on the Company and the Purchaser and no third party will acquire any rights or benefits under the Contract or these Conditions.

14Notices Any notice given under these Conditions must be in writing and be addressed to the registered office or principal place of business of the addressee or any other address as may at the relevant time have been notified as the correct address for service of documents. Any notice must be given by hand or sent by first class (airmail if overseas) recorded delivery post. Electronic mail is not effective notice. Notices may be faxed provided they are also sent in accordance with this Condition.

15Assignment The Contract may not be assigned by the Purchaser, but the Company may assign or sub-contract all or any of its rights or obligations.

16Waiver Any waiver by the Company of any breach of the Contract by the Purchaser will not be treated as waiving any subsequent breach of the same or any other provision.

17Entire Agreement These Conditions and the documents referred to in them, set out the entire agreement between the Parties and supersede any previous agreements between the Parties relating to the subject matter of the Contract. The Purchaser acknowledges that:-17.1in entering into this Contract, it has not relied on any representation, warranty, agreement or statement not set out or referred to in these Conditions; and that in particular but without limitation, no representation or warranty given by an employee or agent of the Company shall bind the Company unless expressly agreed in writing by the Parties or expressly provided for in these Conditions;17.2(in the absence of fraud), it will not have any right or remedy arising out of any such representation, warranty, agreement or statement; and17.3its only remedy for breach of these Conditions is for breach of contract under the terms of these Conditions.

18Law and Jurisdiction These Conditions are governed by, and shall be construed in accordance with, English law and the Parties agree to the exclusive jurisdiction of the English Courts.