

GASTITE SYSTEMS LIMITED

STANDARD TERMS AND CONDITIONS OF SALE

1. Formation of Contracts.

- a) Subject to any variation under condition 1b), the contract will be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Purchaser purports to apply under any purchase order, confirmation of order, specification, or other document).
- b) These conditions apply to all Gastite Systems Limited (the "Company") sales and any variation to these conditions and any representations about the goods or services (collective referred to as "goods") shall have no effect unless expressly agreed in writing and signed by a director or secretary of the Company. The Company shall be identified in the quotation submitted to the purchaser ("Purchaser")
- c) Each order for goods by the Purchaser from the Company shall be deemed to be an offer by the Purchaser to purchase goods subject to these conditions. No contract shall come into effect until the Purchaser's order has been accepted in writing by the Company.
- d) Any quotation tender, price list, delivery time, or other information (collectively referred to as the "quotation") is given on the basis that no contract will come into existence until the Company despatches an acknowledgement of order to the Purchaser. Any quotation is valid for a period of thirty (30) days only from its date, provided that the Company has not previously withdrawn it.
- e) The application of the Uniform Laws on International Sales, including the UN Convention on Contracts for the International Sale of Goods, shall be excluded. The construction, validity, and performance of all contracts and any non-contractual obligations arising out of or in connection with the contracts shall be governed by the laws of England and any claim or dispute arising therefrom shall be subject to the jurisdiction of and be determined by the English Courts.

2. Prices. Unless otherwise expressly stated in writing, the Company accepts orders on the basis that:

- a) The price shall be the price set out in the Company's acknowledgement of order, unless otherwise agreed in writing by the Company.
- b) The price stated is the net price of the goods (after deduction of any discounts and excluding any applicable VAT) for delivery in accordance with the contract.
- c) The Company is entitled without prior notice to Purchaser to adjust the price stated to take account of any changes in specification made at the request of the Purchaser or any alteration before the date of delivery in the cost to the Company of labor, materials, subcontracted services, import or export duties or tariffs, or transport which directly affect the cost to the Company of supplying the goods.
- d) The quoted price(s) may also be increased upon written notice to Purchaser if (i) Company's cost to produce the Product increases as a result of any decree, order, measure, code, regulation, or other legislative or administrative action taken, made, or enacted by foreign, federal, state, or local governmental authorities; or (ii) the Company publishes a new price and such new price takes effect during the term of the contract.
- e) If the Purchaser shall alter or cancel the whole or any part of an order after acceptance thereof by the Company then (without prejudice to the other rights of the Company) the Purchaser shall indemnify the Company against the cost of all work done, materials consumed, and expenses incurred in respect of such order up to the date on which the Company received written notification of such alteration or cancellation and shall indemnify the Company in respect of any profit it would have made but for such cancellation or alteration.

3. Payment.

- a) Unless otherwise expressly stated in the Company's acknowledgement of order, prices are due and payable in United Kingdom sterling thirty (30) days from the end of the month.
- b) If the Purchaser fails to pay the Company any sum due pursuant to a contract then (without prejudice to any other rights of the Company) the Purchaser shall, without any need for the Company to give notice, become liable to pay to the Company interest on the amount for the time to time of HSBC Bank plc calculated from the date of due payment until the date of actual payment, whether before or after any judgment, and the Company shall be entitled to suspend all or any other deliveries to be made

under that or any other contract with the Purchaser. In such event, the Purchaser shall not in any respect be released from its obligations to the Company under that or any other such contract and the Company shall be entitled to terminate the relevant contract or any other such contract with the Purchaser in accordance with Condition 11 below and to claim damages from the Purchaser for breach.

- c) Any reusable packaging used to deliver the goods shall remain the property of the Company and may only be used by the Purchaser for the purpose for which the packaging is intended. Crates, packing cases, bags, and other packaging will be invoiced to the Purchaser and if returned to Company within thirty (30) days after the date of delivery of the goods, carriage paid to the Company's premises, in good condition, will be credited, otherwise they must be paid for at the invoiced price. The value of packaging will not be deducted by Purchaser when making payment.
- d) For purposes of making payment, time of payment is of the essence.

4. Despatch and Delivery.

- a) Whilst the Company will use all reasonable endeavors to keep any stated despatch or delivery date, such date is approximate only and the Company accepts no liability whatsoever for any loss or damage resulting from the delay howsoever the same shall have been caused.
- b) Notwithstanding that the stated price may include the cost of carriage from the Company's premises, delivery shall be Ex-Works (Incoterm 2020) Company's premises.
- c) The Purchaser shall keep the goods fully insured in their full replacement value against all risks prudently insured. If the Purchaser fails to insure, the Company may do so instead on behalf of the Purchaser, who shall reimburse the Company on demand. Until the full price has been paid the Purchaser shall hold in trust for the Company the policy and proceeds of insurance.
- d) Title to the goods will pass to the Purchaser upon payment in full.
- e) The Company will send to the Purchaser a note stating the date on which the goods have been dispatched from the Company's premises ("Advice of Dispatch Note"). If the goods are not delivered or upon delivery are found to be damaged or short, the Company shall not in any event be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly, except in the case of short or damaged delivery the Purchaser gives the Company or its representative(s) a reasonable opportunity to inspect the goods concerned in the state and condition and location in which they were delivered. The Purchaser may not reject any goods by reason of short delivery. Customer Service (01509 508939) must be notified within 24 hours of signature on shortages and/or damaged goods for credit and/or return authorization to be valid.
- f) The Purchaser must take delivery of all goods when delivered to him by the Company. If the Purchaser fails to take delivery of such goods, goods remaining in the Company's hands shall be at the Purchaser's risk, the goods will be deemed to have been delivered, and the Company may store the goods until the Purchaser takes delivery of the goods, whereupon the Purchaser will be liable for all related costs (including but without limitation storage and insurance). If the Purchaser fails to take delivery of the goods within thirty (30) days from the date of dispatch as stated on the Advice of Despatch Note, the purchase price together with any storage charge or other costs incurred by the Company shall thereupon become immediately due and payable.
- g) The Company may deliver the goods by instalments, each instalment to be deemed to be a separate contract. Without limiting the other provisions herein, no failure or defect in delivery in respect of any contract or instalment shall enable the Purchaser to repudiate or cancel any other contract or instalment.
- h) Carriage will be pre-paid to one location on orders of £1,500 GBP or more net (mainland UK), and orders of £2,000 GBP (Northern Ireland and Ireland).

5. Property; Equipment.

- a) Notwithstanding delivery of the goods or of any other documents representing the goods, ownership in each item of the goods shall remain with the Company until receipt by the Company of payment in full for such item and payment of all outstanding debts owed by the Purchaser to the Company and any interest upon any such items.
- b) Until ownership of the goods has passed to the Purchaser, the Purchaser shall hold the goods on a fiduciary basis, store the goods (at no cost to the Company) separately or marked so that they may be readily identified as the property of the Company, and maintain the goods in satisfactory condition

insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company.

- c) The Purchaser may resell the goods before ownership has passed to it solely on the following conditions:
- (i) Any sale shall be affected in the ordinary course of the Purchaser's business at full market value; and
 - (ii) Any such sale shall be a sale of the Company's property on the Purchaser's own behalf and the Purchaser shall deal as principal when making such a sale.
- d) Models, moulds, tools, and equipment which have been manufactured by the Company or by a third party on behalf of the Company remain the Company's exclusive property, unless otherwise agreed in writing. Models, moulds, tools, and equipment supplied by the Purchaser remain his property and shall, after the fulfilment of the contract, be returned to the Purchaser should he so request. The Company may not use models, moulds, tools, and equipment supplied by the Purchaser for purposes other than the fulfilment of the contract, nor may such models, moulds, tools, and equipment be surrendered to or otherwise brought to the knowledge of a third party. When the Company has been commissioned to manufacture models, moulds, tools, or equipment, this shall be done in consultation with the Purchaser and taking account of the Purchaser's technical requirements. Unless it has been otherwise agreed, the Purchaser is responsible for the costs of repair or manufacture of such models, moulds, tools, or equipment due to wear or other causes which are not attributable to the Company. The Company is responsible for storage of models, moulds, tools, and equipment during the agreed delivery period. In cases where models, moulds, tools, and equipment belonging to the Purchaser remain with the Company after the final production stated in the contract, it is incumbent on the latter to arrange storage at the Purchaser's risk, although for not more than one (1) year after the completed delivery. A year after completed delivery, the parties shall agree on return or scrapping of models, moulds, tools, and equipment. If this has not been done, the Company has free right of disposal of the equipment in question. All the obligations of the Company relating to models, moulds, tools, and equipment possessed by him lapse two (2) years after completion of delivery. It is incumbent on each party to arrange and meet the cost of insurance of models, moulds, tools, and equipment owned by him which are at the premises of the Company. The Purchaser meets the costs and stands the risk of dispatch and return of models, moulds, tools, and equipment.

6. Specifications and Drawings.

- a) Unless specifically incorporated into the contract by the Company in writing, all specifications, drawings, samples, and models of goods are approximate only, being intended to serve merely as a guide, and, accordingly, the Company shall not be liable for their accuracy. Such specifications, drawings, samples, and models shall not form part of the description of the goods. Any samples or models shown or provided are for information purposes only.
- b) All specifications, drawings, samples, models, and similar items prepared by the Company shall remain the property of the Company, and the copyright therein shall also remain the property of the Company. Such specifications, drawings, samples, models, and similar items shall be returned by the Purchaser on demand. All know-how, samples, models, designs, drawings, and specifications relating to the goods or their development or creation shall remain the Company's property, shall be treated as confidential in accordance with Condition 14 and shall not be copied, reproduced or disclosed to any third party without the Company's prior written consent.
- c) Quality Assurance will be to the level indicated by the Quality Assurance Codes noted on the Acknowledgement of this order, the definition of which will be supplied on request.
- d) Notwithstanding delivery of and the passing of title in any goods, nothing in these terms and conditions shall have the effect of granting or transferring to, or vesting in, the Purchaser any intellectual property rights in or to any goods or any know-how, samples, models, designs, drawings, and specifications relating to the goods or their development or creation. The Company retains all rights, title, and interest in and to its intellectual property rights. Unless the parties expressly agree otherwise in writing, no rights, including without limitation any intellectual property rights, are granted or transferred to, or vested in, the Purchaser from said goods or any know-how, samples, models, designs, drawings, and specifications relating to the goods. "Intellectual property rights" means, to the extent that any of the following are recognized in any jurisdiction, any industrial and intellectual property and/or proprietary rights, whether registered or unregistered, legal or beneficial, including without limitation registered or otherwise protected trademarks and service marks, protections from trademark dilution, good will associated with service marks and trademarks, patents (including applications for patent protection), trade secrets, know-how, trade names, database rights, moral rights, designs, copyrights, mask works, publicity rights,

Confidential Information, and rights in confidentiality or confidence, whether developed, generated, or acquired by Comp before or after the effective date of a contract, or in the course of performance of a contract.

7. General Liabilities.

- a) The Company hereby warrants that all goods supplied are free from defects in material and workmanship that existed when the goods were delivered. The Company's liability under this warranty shall be limited to making good without charge by repair or replacement (at the discretion of the Company) of any defects (not including damaged goods) of which the Company is satisfied are defects of material or workmanship and which are returned to the Company's premises as soon as possible after the Purchaser becomes aware of the defects (and in any event within twelve (12) calendar months after the date of delivery).
- b) The foregoing is the Company's sole warranty and Purchaser's exclusive remedy for breach of the foregoing warranty, and all warranties, conditions, and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract.
- c) Notwithstanding anything to the contrary in the contract between the Company and the Purchaser:
 - (i) The Company's total liability (including any liability for the acts and omissions of its employees and agents) in contract, tort (including negligence or breach of statutory duty), misrepresentation, and any indemnification or warranty obligations, or otherwise, arising in connection with the performance or contemplated performance of this contract shall be limited to the price paid by the Purchaser for the goods; and
 - (ii) The Company shall not be liable to the Purchaser for (A) any loss of profits, business revenue, business opportunity, contracts, goodwill, and /or anticipated savings; or (B) indirect, incidental, special, exemplary, punitive, or consequential loss or damage of any kind whatsoever (including, for the avoidance of doubt, where such loss or damage is of the type specified in (i) above), which arises out of or in connection with the contract.
 - (iii) All claims of the Purchaser (including indemnification claims) must be made within one (1) year of expiration or termination of the contract.
- d) The liability stipulated in this Condition 7 shall be the only compensation required and shall constitute full compensation.
- e) The complete or partial invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of such provision for any other purpose or the remaining provisions hereof.
- f) The rights of the Purchaser vis-à-vis the Company shall lapse, and the Purchaser shall be liable for all damage and shall indemnify the Company against any claims by third parties in respect of the payment of damages if and to the extent that:
 - (i) the aforesaid damage was caused by the Purchaser's lack of expertise in the use and/or installation and/or storage of the goods items and/or failure to use the goods according to the Company's instructions;
 - (ii) the aforesaid damage was caused by the Purchaser's failure to follow the Company's instructions and/or recommendations;
 - (iii) the aforesaid damage was due to mistakes/defects/inaccuracies in data, materials, information, carriers and suchlike that were provided to the Company by or on behalf of the Purchaser and/or that were prescribed by or on behalf of the Purchaser; or
 - (iv) the aforesaid damage was the result of repairs or other adaptations/activities carried out on the delivered items either by the Purchaser or a third party acting on its orders, without the prior written permission of the Company.

8. Obligations of the Purchaser

- a) **Instructions.** The Purchaser shall observe strictly the provisions of the Company's written instructions regarding use and application of the goods, together with any revisions thereof, and shall ensure that any person, other than the Purchaser, who acquires or has access to the goods is furnished with and

observes such instruction. The Purchaser shall indemnify the Company against any loss or liability resulting directly or indirectly from any breach by the Purchaser of its obligations under this Condition 8.

- b) **Health and Safety at Work.** The Purchaser shall be solely responsible for and shall keep the Company indemnified against any loss, liability, or expense arising directly or indirectly from use of the goods, other than in accordance with any specification specifically incorporated into the contract by the Company in writing.

9. **Force Majeure.** Company shall not be liable for loss or damage resulting from delay or failure of delivery or performance due to Company's other production requirements or plant conditions, to strike, differences with workmen, lockout, or any labor shortage or difficulty, to fire, flood, accident, quarantine restrictions, earthquake, tornado, disease outbreak, public health crisis, epidemic, pandemic or other casualty or act of God, to war, riot, civil disobedience or other emergency or acts of civil or military authorities, to compliance with orders, priorities, regulations or requests of any governmental agencies, to embargoes, failure of Company's suppliers to meet delivery schedules or any shortage of raw materials howsoever caused, to inability or delay in obtaining labor or materials, to inability or delay in obtaining cars, trucks, fuel, or machinery necessary for transportation, to delay in Company's Credit Department receiving information upon which its approval of Purchaser or the Purchase Agreement is based, or to cause, condition, or contingency beyond the reasonable control of Company, whether or not similar to those enumerated in this Clause 9. In the event of any of the foregoing, Company may apportion its production and all stock material among its customers in such manner as it may consider equitable and extend the time of performance by the period of such delay. Further, if Company's supplier pricing goes up due to a Force Majeure event, Company may pass that cost to Purchaser. The Parties agree to either (i) adjust the price(s) in the Agreement during the period of Force Majeure for performance to continue; or (ii) delay the performance until the price(s) return to normal. If the price(s) never come back down, then the change in cost will be adjusted in the Agreement going forward and paid by the Purchaser once performance resumes.

10. **Assignment.** The Purchaser shall not assign any contract or any rights thereunder, in whole or in part, without the prior written consent of the Company. The Company may assign any or all of its rights and obligations under a contract to any of its Affiliates, upon notice to and without the Purchaser's consent. For purposes hereof, an "Affiliate" of the Company shall be an entity controlling, under common control with, or controlled by the Company, including an entity resulting from a merger, consolidation or other business combination by, of, or involving the Company, or the purchase of all or substantially all of the Company's assets or stock.

11. Default.

- a) The Company may by notice in writing to the Purchaser terminate any contract forthwith if:
- (i) The Purchaser shall commit any breach of any of the terms (including, without limitation, terms concerning the time for payment of the purchase price) of the contract or any other contract with the Company and on its part to be observed or performed; PROVIDED, however, that if such breach is remediable, the Company has previously given to the Purchaser notice thereof and the same has not been remedied within seven (7) days thereafter;
 - (ii) Steps are taken to (a) progress any composition, scheme of arrangement, compromise, or arrangement involving the Purchaser and its creditors generally; (b) obtain an administration order or appoint any administrative or other receiver or manager in relation to, or put in force any legal process against the Purchaser or any of its property; (c) enforce any charge or other security over the Purchaser's property; (d) repossess any goods in the Purchaser's possession under any agreement; or (e) wind up or dissolve the Purchaser;
 - (iii) Where the Purchaser is an individual or partnership, he or any partner dies or any steps are taken with a view to make a bankruptcy order against him or any partner; or
 - iv) Outside England and Wales, anything corresponding to the above occurs.
- b) In the event of any such termination:
- (i) The Purchaser shall forthwith upon demand deliver to the Company any goods which are in possession or control of the Purchaser, and for the property which remains with the Company and in default thereof the Company shall be entitled to repossess the same, and for such purpose the Purchaser grants to the Company, its agents and employees, an irrevocable license at any time to enter into or upon any premises where the goods shall be stored without being liable for any damage caused thereby, and the Purchaser shall indemnify the Company from and against any liability to any third party in respect of any such damages and from and against all actions, proceedings, claims, demands, costs, damages and expenses howsoever arising; and

- (ii) The Company shall be entitled by notice in writing to the Purchaser to declare (and there shall forthwith become) immediately due and payable any amounts outstanding from the Purchaser to the Company under the contract or any other contract, and all such amounts shall bear interest at the rate set out in Condition 3b) above, calculated from the date of the notice until actual payments are made, as well after as before any judgement.
 - c) The provisions of 11a) and 11b) above and the exercise by the Company of its rights hereunder are without prejudice to any other rights of the Company.
- 12. Material Cost Changes.** In the event the cost for any raw materials (e.g.; Titanium, Aluminum, etc.) increase by 3% from the price used to quote, the Company may request an equitable adjustment to the prices. Company must make the request for the price adjustment in writing and the changes to the prices must be documented in writing.
- 13. Designated Supplier.** In the event a designated supplier increases cost for castings, forgings, proprietary fittings, special tubing, or the cost of materials or services, then Company shall be passed through the additional cost to Purchaser. Company must request the equitable adjustment in writing and the changes to the prices must be documented in writing.
- 14. Confidentiality.** All technical, financial, and commercial information and ideas which the Company has supplied or shall supply to Purchaser, but excluding information in the public domain or properly in Purchaser's possession in tangible form before receiving such information from Company ("confidential information") is proprietary to Company and is disclosed to Purchaser in confidence for the limited purpose of assisting Purchaser in the evaluation or use of Company's goods. Purchaser shall not, without Company's prior written consent, disclose or make available such confidential information to any other person or use such confidential information, except for such limited purpose or as required by law. All confidential information shall be returned to Company on demand, and, in any event, when no longer needed by Purchaser in connection with Company's goods. In addition to Company's other remedies, Purchaser agrees that any benefit or property derived by Purchaser from any unauthorized use of confidential information shall be the sole and exclusive property of Company.
- 15. General.**
- a) The headings used in these Terms and Condition are for convenience only and shall not affect the construction thereof.
 - b) The parties to this contract do not intend that any term of this contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it
 - c) A copy of the Company's Quality Policy is available on request.
 - d) If the goods sold hereunder are exported from the country where Company resides, they may only be done so in accordance with the laws and regulations of such jurisdiction, and any diversion contrary to such laws is prohibited. Purchaser will not export any technical data, or goods that are controlled by government regulations in violation thereof, and agrees to defend, indemnify, and hold harmless Company from and against any claim, loss, liability, expense or damage (including liens or legal fees) incurred by Company with respect to any of Purchaser's export or re-export activities contrary to applicable export and import controls.
 - e) Except as expressly provided in this Agreement:
 - (i) nothing in this Agreement is intended to constitute a fiduciary relationship, employment relationship, or an agency, partnership, or trust relationship; and
 - (ii) no Party has authority to bind any other Party.
 - f) The Company is committed to conducting its business ethically and lawfully. To that end the Company, through its ultimate parent company, Smiths Group plc, maintains a Code of Corporate Responsibility and Business Ethics and mechanisms for reporting unethical or unlawful conduct. The Company expects that the Purchaser will also conduct its business ethically and lawfully. If the Purchaser has cause to believe that the Company or any employee or agent of the Company has behaved unethically or unlawfully under, or in connection with, these terms and conditions, the Purchaser is encouraged to report such behaviour to the Company or to Smiths Group plc. Smiths Group plc's Code of Corporate Responsibility and Business Ethics and mechanisms for making such reports are available on <https://www.smiths.com/-/media/files/responsible-business/code-of-business-ethics/code-of-business-ethics---english.pdf>.