

## RAMON HOLDINGS LIMITED - Terms and Conditions

1. These terms and conditions shall apply in respect of the supply to you of any goods (Goods) by Ramon Holdings Limited or its subsidiaries pursuant to an order placed by you with us (Order) to the exclusion of all other terms and conditions (including any terms or conditions which you purport to apply under any purchase order, confirmation of order, specification or other document).
2. No Order placed by you with us shall be deemed to be accepted by us until a written acknowledgement of order or invoice is issued by us or (if earlier) we deliver the Goods to you.
3. You agree that in entering into the agreement between us you shall not rely on any statement, samples, drawings, descriptive matter and specifications contained in any brochure, price list or sales literature or any other representation or understanding (whether oral or in writing) which is not included or referred to in this document.
4. Unless otherwise confirmed by us in writing, the quality, quantity and description of the Goods shall be as set out in the Order.
5. Unless otherwise agreed by us in writing, the price for the Goods shall be the price set out in our price list published on the date of the Order (Price).
6. Unless otherwise set out in the Order and confirmed in the invoice the Price shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts you shall pay.
7. We may increase the Price to reflect any reasonable increase in our costs which is beyond our control (such as the cost of material or their manufacture) or which is caused by any change to estimated delivery dates, quantities or specifications requested by you or any delay caused by you.
8. Where payment is made by credit card we reserve the right to charge a fee equal to 2% of the Price.
9. You shall not be entitled to deduct any amount from the Price by way of set off or counterclaim or for any other reason unless we have agreed the amount of any such deduction in writing.
10. Unless otherwise set out in the Order and confirmed in the invoice payment is due 30 days from the end of the month of the date of the invoice.
11. Unless otherwise set out in the Order and confirmed in the invoice the Price is due in pounds sterling. Time for payment shall be of the essence.
12. No payment shall be deemed to have been received until we have received cleared funds.
13. If you do not pay the Price in full and in cleared funds by the due date for payment then, in addition to our other rights whether statutory or otherwise, we shall be entitled to cancel the agreement between us and/or suspend any further deliveries to you.
14. Unless otherwise set out in the Order and confirmed in the invoice delivery of the Goods shall take place at your place of business.
15. Any dates given for delivery of the Goods are estimates only and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time and we shall not be liable to you for any reasonable delay in delivery however that delay is caused.
16. We may deliver the Goods by separate instalments. Each instalment shall constitute a separate contract and our failure to deliver any one or more of the instalments in accordance with these terms and conditions or any claim by you in respect of any one or more instalments shall not entitle you to terminate the contract as a whole.
17. Subject to the other provisions of these conditions we shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by our negligence), nor shall any delay entitle you to terminate or rescind the Order unless such delay exceeds 120 days.
18. If for any reason you fail to accept delivery of any of the Goods when they are ready for delivery, or we are unable to deliver the Goods on time because you have not provided appropriate instructions, documents, licences or authorisations:
  - a) risk in the Goods shall pass to you (including for loss or damage caused by our negligence);
  - b) the Goods shall be deemed to have been delivered; and
  - c) we may store the Goods until delivery, whereupon you shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
19. The quantity of any consignment of Goods as recorded by us on despatch from our place of business shall be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary.
20. We shall not be liable for any non-delivery of Goods (even if caused by our negligence) unless you give written notice to us of the non-delivery within 3 days of the date when the Goods would in the ordinary course of events have been received.
21. If we fail to deliver the Goods as a result of which we are deemed by any competent authority to be liable to you, our liability shall be limited to the Price.
22. Risk of damage to or loss of the Goods shall pass to you at the time of delivery.
23. The Goods shall remain our property until you have paid in cleared funds all sums owing to us in full both in respect of the Goods themselves and in respect of any other account or debt.
24. Until all sums owing to us have been paid in full and in cleared funds you shall properly store, protect and insure the Goods against loss or damage and in the event of a relevant claim shall hold the proceeds of such insurance on our behalf as our trustees.
25. If you have not paid in cleared funds any invoice by its due date, or if a receiver, administrator or liquidator is appointed in respect of your business, your right to possession of the Goods shall end and we shall be entitled to terminate the agreement and you shall at your expense make the Goods available to us and allow us to repossess them.
26. You hereby grant us, our agents and employees an irrevocable licence to enter at any time any premises free of charge where the Goods are stored to enable us to repossess or inspect them.
27. We shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from us.
28. You shall indemnify us and keep us indemnified against any losses, damages, costs (including legal fees) and expenses that we incur in recovering such payment or Goods.
29. Provided that the total Price has been paid in full and in cleared funds on or before the due date for payment, we guarantee them against defects in materials and workmanship to the extent only that they are the subject of a guarantee or warranty from their manufacturer and to the extent we can enforce such guarantee or warranty against that manufacturer. No other warranty, guarantee or other term relating to the supply and manufacture of the Goods is given and if implied by statute, common law or otherwise is excluded to the fullest extent permitted by law.
30. Any claim made by you in respect of any guarantee given under clause 28 must be notified to us within 7 days of the date of delivery or if any relevant defect or failure would not have been apparent on reasonable inspection of the Goods, within 7 days after discovery of that defect or failure. If you fail to comply with the provisions of this clause we shall have no liability to you in respect of the relevant defect or failure under the terms of any guarantee.
31. Except in respect of death or personal injury caused by our negligence we shall not be liable to you by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under these terms and conditions for any liquidated damages or penalty you incur as a result of any agreement with a third party for the supply of Goods supplied by us to you or for any loss of profit or any indirect or consequential loss, damage, costs or expenses which arise out of or in connection with the supply of Goods by us to you.
32. Except in respect of death or personal injury our entire liability in respect of the agreement between us shall not exceed the amount of the Price payable by you in respect of the Goods.
33. We shall be under no liability in respect of any defect or failure in the Goods which arises from any drawing, design, specification or materials which have been supplied to us by you.
34. We may assign any part of the Order to any person, firm or company. You shall not be entitled to assign the Order or any part of it without our prior written consent.
35. We reserve the right to defer the date of delivery or to cancel the Order or reduce the volume of the Goods ordered by you (without liability to you) if we are prevented from or delayed in the carrying on of our business due to circumstances beyond our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable products, provided that, if the event in question continues for a continuous period in excess of 120 days, you shall be entitled to give notice in writing to us to terminate the Order.
36. If any provision in these terms and conditions is held by any competent authority to be invalid unenforceable or unreasonable in whole or in part the validity of the other provisions and the remainder of the provision in question shall not be affected.
37. Each of our rights or remedies under these terms and conditions is without prejudice to any other right or remedy we may have whether under these terms and conditions or not.
38. Failure or delay by us in enforcing or partially enforcing any provision of these terms and conditions shall not be construed as a waiver of any of our rights under these terms and conditions.
39. The parties do not intend that any term of these terms and conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to them.
40. These terms and conditions 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 submit to the exclusive jurisdiction of the English courts.