
GENERAL CONDITIONS OF SALE

1.0 Definitions and interpretation

In these general conditions of sale ("Conditions") the following words shall have the following meanings unless the context requires otherwise.

"Purchaser"	Means the company or firm who has entered into a Contract with BWB Technologies Ltd for the supply of the Goods or Services.
"Contract"	Means any contract (or purchase order) for the supply of the Goods or Services which shall comprise BWB Technologies Ltd quotation (if any) and any relevant current schedules of prices, rates or conditions which relate to the supply of the Goods or Services.
"Goods or Services"	Means the deliverable equipment or services stated in the Contract.
"Price"	Means the price of the Goods or Services which is stated in the Contract.
"Us", "We", "Our", "BWB"	BWB Technologies Ltd
"Writing"	Includes, letter, Email or Fax.

In these Conditions any phrase introduced by the terms "including", "include", "in particular", "for example" or the letters "e.g." or any similar expression shall be construed as illustrative and shall not limit the sense of the words that precede it.

2.0 Formation of Contract, Conditions and Precedence

- 2.1. The Contract shall be formed when (and only when) We confirm the Purchaser's order or purchase order in writing in which case:
 - 2.1.1. The Contract shall incorporate these Conditions; and
 - 2.1.2. Unless expressly agreed otherwise in writing by Us, these Conditions shall take precedence over any other conditions which may be proposed by the Purchaser and which may be included in requests for or acceptances of quotations or orders, purchase orders or any other document.
- 2.2. The Purchaser acknowledges that it has not relied on any statement promise or representation made or given by or on behalf of Us which is not stated in the Contract.
- 2.3. Whilst every effort is made to ensure that the description and illustrations contained in Our catalogues, price lists and other advertisements are accurate and current, they shall not form part of the Contract and We shall not be liable in respect thereof.
- 2.4. No variation to the Contract shall be binding unless agreed in writing by the authorised representatives of Us and the Purchaser.



3.0 Documents and Product Design

- 3.1. Unless otherwise provided in the Contract We shall provide digital copies of operation and maintenance manuals in the English language for all equipment which is included in the Goods. Hard copies of operation and maintenance manuals may be supplied at additional cost.
- 3.2. Intellectual property rights in the Goods shall remain at all times with BWB. The Purchaser may not replicate or reproduce the Goods or any part thereof without the express written permission from Us.

4.0 Instrumentation Testing

- 4.1. All instrumentation testing based on Our standard is included in the scope of the Contract such testing shall be undertaken at Our works during Our normal working hours. The results which are obtained from such tests shall take precedence over any other testing and shall be conclusive for the demonstration of the performance of the Goods.
- 4.2. Test results and certification is not included within the scope of the Contract. Such requirements can be negotiated between Us and the Purchaser if required.
- 4.3. Testing in accordance with standards other than Our standards can be undertaken at additional cost.
- 4.5. Testing shall be unwitnessed unless otherwise specified in the Contract and at which case organised by the Purchaser at their expense. In the event that witnessing of works testing is required such works testing shall be undertaken during Our normal working hours and We shall provide the Purchaser with a minimum of 7 calendar days notice that the tests are to be undertaken. If the Purchaser does not attend the works tests which it had previously ordered to be witnessed the test results shall be construed in accordance with clause 4.1 and the Purchaser shall be liable for any associated costs.

5.0 Delivery and Risk

- 5.1. Time for delivery will start to run from the time that We are in receipt of full and sufficient information from the Purchaser to enable Us to proceed with uninterrupted manufacture and test of the Goods. Delivery dates are estimates only and time for delivery shall not be of the essence of the Contract nor shall it be made of the essence by notice. We shall advise the Purchaser promptly of any change in the delivery time from that which was included in Our quotation or order acknowledgement
- 5.2. We shall not be liable for any direct or consequential loss to the Purchaser which results from delayed delivery of the Goods nor shall the Purchaser be entitled to terminate or rescind the Contract on the grounds of delayed delivery.
- 5.3. Delivery terms and the passing of risk shall be as stated in the Contract. If delivery terms are not stated in the Contract the delivery terms and the passing of risk shall be in accordance with Incoterms 2020 EXW based on Our premises manufacturing the Goods.
- 5.4. At Our option with permission from the Purchaser the Goods may be provided in part shipments.
- 5.5. Where We are responsible for delivery of the Goods We shall promptly give the Purchaser notice that the Goods have been dispatched along with an expected delivery date. If the Goods are not received then the Purchaser shall advise Us within 5 days of the expected delivery date. If Goods are received in a damaged condition the Purchaser shall so advise Us in

writing within 72 hours of receipt. In the absence of such advice the Goods shall be deemed to have been received in good condition.

5.6. If the Contract includes a requirement for Us to submit documents for approval by the Purchaser then the Purchaser undertakes to respond to such submissions within three days. We reserve the right to extend delivery in the event that the Purchaser takes more than 2 weeks to respond to each submission or re-submission of documents for approval where such approval forms part of the Contract. Where documents are rejected then We will amend these documents and resubmit. Subsequent rejections relating to items unchanged from earlier submissions but not previously commented upon shall also be considered as an extension to time and shall incur prolongation charges at Our discretion.

5.7. Force Majeure : Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no party shall have a right to terminate this Agreement under clause 7 (Termination) in such circumstances. The party asserting Force Majeure shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events.

6.0 Cancellation

6.1. The Purchaser shall not cancel the Contract except with Our agreement in writing and on terms that the Purchaser shall indemnify BWB in full against all costs (including the cost of all labour and materials used and all equipment which has been purchased by Us) and all losses (including loss of profit and a contribution to overheads), damages, charges and expenses incurred by Us as a result of cancellation.

7.0 Termination

7.1. Either party shall be entitled forthwith to terminate the Contract by written notice to the other if:-

7.1.1. The other party commits any breach of any of the provisions of the Contract and in the case of a breach capable of remedy fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied; or

7.1.2. An encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party; or

7.1.3. The other party makes any voluntary arrangement with its creditors or enters into administration; or

7.1.4. The other party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting there from effectively agrees to be bound by or assume the obligations imposed on that other party under the Contract);

7.1.5. Anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party; or

7.1.6. The other party ceases or threatens to cease to carry on business.

8.0 Payment

8.1. Other than in circumstances whereby We require payment for the Goods or Services in advance or where payment is to be made by irrevocable confirmed letter of credit, payment for the Goods or Services shall be payable based on the terms agreed in the Contract or provided by Us in the quote.

8.2. We shall issue an invoice to the Purchaser at a time after the Goods are despatched or collected or stored. Payment is to be made in full by the Purchaser no later than the agreed upon timescale within the Contract or provided by Us in the Quote.

8.3. Time for the payment of Our invoice is of the essence of the Contract.

8.4. If the Purchaser fails to make any payment on the due date then, without prejudice to any other right or remedy available to Us, We shall (at Our discretion) be entitled to:-

8.4.1. Treat the Contract as repudiated by the Purchaser, claim damages from the Purchaser and charge the Purchaser interest on the amount unpaid at an annualised rate of 3% above the Bank of England interest rate (both before and after any judgment) until payment in full is made; or

8.4.2. Affirm the contract, claim damages from the Purchaser and charge the Purchaser interest in accordance with clause 8.4.1 and in either case We shall not be liable for the rectification of defects pursuant to clause 10 in respect of the period when payment is outstanding.

8.5. Any credit period offered to the Purchaser by BWB shall not be contractual and may be withdrawn at any time at Our sole discretion.

8.6. Payment may not be offset against any other contract.

9.0 Retention of Title

9.1.1 Until the Purchaser has paid Our invoice for the Goods in full, title to the Goods remains with BWB. In the event of non-payment of Our invoice pursuant to clause 8.4 We shall be entitled to repossess the Goods.

9.1.2 All of Our costs and expenses which it may incur in repossession of the Goods shall be paid by the Purchaser and the Purchaser shall remain liable to BWB for the outstanding non-payment.

9.2. The retention of title shall not affect the passing of risk pursuant to clause 5.3.

10.0 Liability for Defects

10.1. Subject to the provisions of this clause 10 We warrant that:-

10.1.1. New Goods shall be free from defects in design, manufacture and workmanship (to Our knowledge at the time of supply) for a period of 12 months from date of delivery.

10.1.2. Spare parts and repaired or reconditioned Goods shall be free from defects in design, manufacture and workmanship for a period of 6 months from delivery.

10.2. Subject to clause 10 all conditions, warranties and representations expressed or implied by statute, common law or otherwise in relation to the Goods and Services are hereby excluded.

10.3. The Goods must be installed and operated strictly in accordance with Our instructions provided in the operation and maintenance manual with every instrument. During the defects liability period referred to in clause 10.1 the Purchaser shall ensure that:-

10.3.1. The Goods are periodically inspected and maintained in accordance with the

requirements of Our operation and maintenance manual;

10.3.2. Records of the inspection and maintenance which has been carried out shall be recorded within the instrument maintenance log book;

10.3.3. The Goods are only used for the purpose for which they were provided and only properly trained personnel operate the Goods;

10.3.4. The Goods are not modified; and

10.3.5. No attempt to repair the Goods by unskilled, untrained and non-authorized representatives of BWB shall be undertaken. Any such repairs caused by unskilled workmanship will be at the Purchaser's cost.

10.4. BWB shall be under no liability in respect of any defect in the Goods or Services arising from or attributable to:-

10.4.1. The Purchaser's failure to specify its requirements clearly and accurately. While We may assist the Purchaser to ascertain its requirements, sole responsibility for the same remains at all times with the Purchaser and the Purchaser acknowledges that We rely on the Purchaser in this regard;

10.4.2. Any datasheet, bespoke design or specification supplied by the Purchaser;

10.4.3. The suitability (or non-suitability) of the Goods for the Purchaser's particular purpose including their use and operation;

10.4.4. Fair wear and tear;

10.4.5. Failure to observe clause 10.3;

10.4.6. The negligent act or omission or wilful default of the Purchaser;

10.4.7. Use of the Goods contrary to the capacity stated in any applicable specification;

10.4.8. Abnormal working conditions;

10.4.9. Failure to follow Our instructions (or the instructions in any manual supplied with the Goods) as to the storage, installation, commissioning, operation and/or maintenance of the Goods;

10.4.10. Failure to follow good working practice in relation to the Goods;

10.4.11. Use of non-BWB sourced spares;

10.4.12. Changes to the Goods necessary to ensure their compliance with applicable local statutory or regulatory standards; or

10.4.13. The Goods having been commissioned, maintained or serviced by technicians not approved by BWB.

10.5. Furthermore We shall be under no liability in respect of any defect in the Goods or Services if:

10.5.1. The total price for the Goods or Services has not been paid by the due date for payment; or

10.5.2. The Purchaser fails to notify any claim based on a breach of the warranty in clause 10 within 14 days after the discovery of the breach.

10.6. Consumable parts (including filter elements and failures caused by normal wear or deterioration) are not covered by the above defects liability provision but shall be replaced without charge if replacement is required because of another failure for which BWB is liable.

10.7. The warranty in clause 10 does not extend to parts, materials or equipment not supplied by BWB.

10.8. Where any valid claim in respect of the Goods or Services which is based on a breach of the warranty in clause 10.1 is notified to BWB within the relevant warranty period set out in clause 10.1, We shall be entitled to repair or replace the Goods or Services free of charge.

10.9. Parts which are removed from the Goods as a result of replacement shall become the property of BWB to facilitate an investigation into the cause of the failure or defect, after

which parts remain the property of BWB and We are under no obligation to provide a report or analysis of failure to the Purchaser.

10.10. We shall require a written instruction or Purchase Order before undertaking any related work acknowledging that in the event that a fault is found not to be the responsibility of BWB or is not covered by warranty then the Purchaser shall be responsible for all the related costs of investigation and rectification undertaken by BWB. We shall agree with the Purchaser whether the Goods or any part thereof which require repair or rectification shall be returned to Our works or shall be repaired or rectified at the place of by an authorised representative of BWB. In either case if after examination of the Goods or any part thereof which is claimed to be defective and We determine that the Goods or any part thereof were not defective pursuant to clause 10.1 We shall issue an invoice to the Purchaser for the work which was undertaken on the Purchaser's behalf. We shall notify the Purchaser in writing immediately if it determines that a failure was not covered by Our defects liability responsibilities in order that the Purchaser can instruct Us to cease work or continue with the work at the Purchaser's cost.

10.11. In the event that repair or rectification work is undertaken at the place of use the Purchaser shall provide adequate access to the Goods and if the Purchaser is unable or unwilling for the repair or rectification work to be undertaken during Our authorised representatives normal working hours We may with the prior written agreement of the Purchaser issue an invoice to cover Our overtime costs undertake the work in accordance with the Purchaser's requirements.

10.12. Our decision is final with regards any dispute between the parties as to the cause(s) of any defects in New Goods (for the purposes of clause 10.1.1) or any defects in spare parts or repaired or reconditioned Goods (for the purposes of clause 10.1.2).

11.0 Limitation

11.1. The Purchaser hereby acknowledges and agrees that in consideration of the price, Our liability for defective material, faulty workmanship or otherwise howsoever arising shall in no event exceed the price payable under the Contract.

11.2. We shall not be liable for any loss of production, loss of use, loss of profits, sales or revenues, loss of contracts or business opportunities, loss of anticipated savings or damage to goodwill, any consequential, economic or indirect loss whatsoever which may be incurred by the Purchaser in relation to the Contract.

11.3. Nothing in these Conditions shall exclude or limit Our liability for fraud or for death or personal injury caused by Our negligence.

11.4. We shall not accept any liability towards third parties save for liabilities imposed by law.

12.0 Dispute Resolution

12.1. If a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it ("Dispute") then the parties shall follow the procedure set out in this clause 12:

12.1.1. Either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the parties by their respective nominated personnel shall attempt in good faith to resolve the Dispute;

12.1.2. If the parties' respective nominated personnel are for any reason unable to resolve



the Dispute within 10 days of service of the Dispute Notice, the Dispute shall be referred to director level and the parties' respective directors shall attempt in good faith to resolve it.

13.0 Governing Law and Jurisdiction

13.1. The Contract shall in all respects be governed by and interpreted in accordance with the laws of England.

13.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).

14.0 General

14.1. Failure by BWB to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

14.2. Each party agrees and undertakes that it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party any information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other unless such information is public knowledge (other than by breach of this clause 14.2) or is required to be disclosed by a court of competent jurisdiction.

14.3. If any provision or part of a provision of these Conditions shall be, or is found by any court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of these Conditions, all of which shall remain in full force and effect.

14.4. Any notice hereunder shall be deemed to have been duly given if sent by prepaid first class registered post or by facsimile to the party concerned at its registered office or principal place of business or such other address as may have been notified pursuant to this provision to the party giving the notice. Notices sent by first class registered post shall be deemed to have been given 7 days after despatch and notices sent by facsimile shall be deemed to have been given on the date of despatch, even if confirmed by post.

15.0 Information about us

15.1. BWB Technologies is a Limited company incorporated and registered in England and Wales with company number 05560228 whose;

15.1.1 Registered address: Unit 7 Galloway Centre, Newbury, Berkshire, RG14 5TL, UK.

15.1.2 Main trading address: Unit 7 Galloway Centre, Newbury, Berkshire, RG14 5TL, UK.

15.1.3 VAT number: GB867908662

-----End-----