

### STANDARD TERMS AND CONDITIONS of Tender and Contract – Rodwell Engineering Group

- 1. QUOTATIONS** – Quotations are subject to the following terms which, unless we expressly state otherwise in writing when accepting an Order, shall form part of the Order and shall operate to the exclusion of any and all printed Terms or Conditions of the customer. Estimates and quotations are ex-works, unless otherwise stated in writing by us. Unless otherwise stated in writing by us prices quoted are exclusive of Value Added Tax which will be added to the purchase price.
- 2. DEPOSIT** - A non-refundable deposit may be required from the Customer before delivery of an order to cover manufacturing costs especially in circumstances where the machine order is built to the bespoke requirements of the Customer.
- 3. SUBJECT MATTER OF CONTRACT** – In these Conditions where the context so admits the terms “machinery” “machines” shall include machines, machine components, and any other product manufactured by us, machines and components manufactured by others and offered for sale by us, component parts and ancillary machined parts and machines and parts received by us for renovation, repair or overhaul. Any drawings, particulars of weights and measurements, floorplans, photographs, etc. supplied or shown to the customer should be regarded as approximate only and are intended to present a general idea of the goods described, and none of these form part of the Contract unless so expressly specified in writing by us. Information and details in catalogues, specifications, plans and booklets together with photographs and other illustrations or advertising matter supplied by us represent generally the machines specified therein and are believed to be correct but shall be treated as informative only, and such information shall not give rise to any liability on our part, nor shall we be responsible for oral statements made by employees, agents or distributors, unless specifically confirmed by us in writing and signed on our behalf by a Director. We shall have the right if we so desire to sub-contract the whole or any part of the order.
- 4. WARRANTY** – We warrant that the new equipment manufactured by us and delivered hereunder will be free of defects due to faulty material and workmanship for a period of twelve (12) months from the date of delivery. Should any such defect be reported to us in writing within the said period of time in this respect being in the essence of the Contract we shall remedy such defect by suitable repair or at our option by furnishing a replacement part ex-works, provided the Customer has properly stored, installed and maintained and operated such Equipment in accordance with good industrial practices and has complied with our recommendations. Accessories or equipment furnished by us but manufactured by others shall carry whatever warranty our suppliers have given to us and which can be passed on to the Customer. We shall not be liable for any repairs, replacements, or adjustments to the Equipment or any costs of labour performed by the customer or others without our prior approval. The effects of corrosion, erosion, and normal wear and tear are specifically excluded from our Warranty as also are all parts of components which from their nature are of short or uncertain life. Performance warranties are limited to those specifically stated in writing by us in a contractual document. Unless responsibilities for meeting such performance warranties are limited to specified shop or field tests, our obligation shall apply

in the manner of for the period of 12 months provided above. The above-mentioned warranty is in substitution for all other conditions, warranties or representations of all kinds express or implied, statutory or otherwise (except that of title) including all implied warranties and conditions relating to merchantability and fitness for a particular purpose all of which other conditions warranties and representations are excluded. Correction by us of whether based on Contract, warranty, negligence, indemnity, strict liability or otherwise with respect to or arising out of such Equipment provided that nothing in this or any other of these terms shall exclude or restrict our liability (if any) for death or personal injury resulting from negligence.

- 5. LIMITATION OF LIABILITY** – The remedies of the Customer set forth herein are exclusive and subject as stated in the preceding clause with respect to the statutory or implied terms as to title and as to liability (if any) for death or personal injury resulting from negligence our total liability with respect to this Contract or the Machinery and services furnished hereunder. In connection with the performance or non-performance thereof or any defects therein or from the manufacture, sale, delivery, installation, repair, or technical direction covered by or furnished under this Contract, whether based on breach of contract, warranty or condition, negligence, indemnity, strict liability or otherwise, shall not exceed the purchase price of the unit of Equipment upon which such liability is based. We and our suppliers shall in no event be liable to the Customer or any successors in interest or any beneficiary or assignee of this contract for any consequential incidental, indirect, special or punitive damages arising out of this contract, or any breach thereof, or any defect in, or failure of, or malfunction of the Machinery hereunder, whether or not such damages shall be based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment or other goods, loss by reason of shutdown or nonoperation, increased expenses of operation, cost of purchase of replacement power or claims of the Customer or its customers for service interruption whether or not such loss or damage is based on breach of contract, condition, warranty, negligence, indemnity, strict liability or otherwise.
- 6. ERECTION AND DEMONSTRATION** – By special arrangement the erection of machines and equipment supplied by us will be undertaken on terms and conditions to be agreed in writing and subject to a separate order to cover the works to be undertaken. Such order will not form part of the Contract for the supply of the machines and/or equipment. When we undertake the demonstration of a machine, this means that we will provide a person whom we reasonably believe to be a skilled engineer or operator, thoroughly conversant with the mechanism and running of the machine to instruct and advise the Customer's skilled operator in the operation of the machine during such initial period of operation as we may consider necessary. The machine is to be considered as under the charge of the Customer during this period. The Customer shall supply at his own cost the assistance, manual labour, lifting tackle, and/or appliances needed in connection with the erection of machines and by the acceptance of these conditions of sale shall be deemed to agree fully to indemnify us against all claims, damages, demands or costs whether at Common Law or by Act of Parliament incurred in respect of any and all accidents which may arise out of or in connection therewith either to the machine in question, to the labourers, to the Customer's workmen or to adjacent property or machines, or to third parties during the delivery and/or period of erection. The cost of the foundations for specified machinery are not included in our tender. Plans of foundations supplied by us are based upon our general experience, the

Customer shall be responsible for deciding whether such plans are suitable for the Customer's own circumstances and for their proper adaptation where necessary to such circumstances. He shall also satisfy himself that the materials suggested for the foundations are of a quality suitable to the purpose for which they are intended and for the site in question. All builders work in preparation or making good, or in repairing or plastering is the responsibility of the Customer unless otherwise specified by us. In addition, the Customer will, at his own expense, be responsible for clearance from site of all waste material and rubble. Where we undertake to deliver and fix machinery our Engineer will be subject to obtaining the necessary co-operation of the Customer in providing access to and preparing the site and providing any necessary lifting tackle and appliances and the facilities hereinafter mentioned supervise the fixing of the machine in a workmanlike manner, and set the machinery working before leaving the job, unless requested not to do so by the Customer. The duty of the said Engineer shall be to supervise the erection only. If after the machinery has been erected and started as aforesaid, the Customer requires further services, such services shall be charged for by us at our usual rates prevailing. If the Customer is not ready to have the machinery put into daily work when the erection is completed, and shall afterwards desire the services of our Engineer to start up and run the machinery, then the time and expenses will be charged at a rate considered appropriate taking into account the circumstances. The Customer shall carry out within a reasonable time all such works as he shall have undertaken by any contract resulting from our tender and we shall be entitled to charge against the Customer any expenses or cost to which we may have been put owing to any unreasonable delay on the part of the Customer in carrying out his part of the said contract. The Customer shall at his own expense supply all the necessary fuel, water and oil required for the erection, starting and setting to work of the machinery and provide all necessary electrical, gas, compressed air, steam, drainage, and other such general services near at hand as may be required.

#### **7. PASSING OF PROPERTY AND RISK**

- a. The ownership of the Goods shall not pass to the Customer until the whole of the price has been paid to us and until such payment the Customer shall hold the Goods as our Bailee and the following provisions of the clause shall apply.
- b. The Customer may not sell or otherwise dispose of the Goods (or any part thereof) or cause or permit the same to be mixed with or incorporated into other goods until we have been paid in full for such goods. Should the Customer dispose of the goods in breach of the above provisions our entitlement shall attach to the proceeds of sale.
- c. If the Customer defaults in the punctual payment of any sum owing to us then we shall be entitled to the immediate return of all Goods sold by us by the Customer (or the documents of title thereto) in which the property has not passed to the Customer and the Customer hereby authorises us to recover the Goods or documents and to enter any premises of the Customer for that purpose.
- d. For the purpose of this Clause the giving to a cheque or other bill of exchange shall not constitute payment unless and until the same shall be duly met on presentation.

- e. Notwithstanding the fact that the property in the Goods shall not have passed to the Customer the Goods shall be at the entire risk of the Customer from the time of delivery.
- 8. DELIVERY** – In the case of machines to be delivered in the United Kingdom, whether or not the erection of such machines is to be supervised by us, delivery shall be deemed to have taken place upon arrival of the Machine(s) or the parts, or substantially the whole of the parts thereof at the place of delivery. The unloading of each and every part of the machinery so delivered shall be the responsibility of the Customer.
- 9. ACCEPTANCE** – Where machinery is delivered to a destination within the United Kingdom, the Customer shall inspect the Machinery and unless within seven days of delivery the Customer shall have given to us notice in writing that the Machinery does not conform with the tender with full details of such nonconformity the Customer shall be deemed to have accepted the same as conforming to our Tender. In the case of machines to be exported by us delivery shall unless otherwise specified, be F.O.B. U.K. Port and shall be deemed to have taken place upon the issue of a clean on board Bill of Lading. In the case of such machines, the Customer can by arrangement with us inspect the same at our works before despatch. We shall not be liable in respect of any claim made after shipment or for loss or damage sustained during transit. Shipping specifications and weights are approximate only, and any excess freight charges shall be for the Customer's account.
- 10. CARRIAGE, INSURANCE, ETC.** – Unless otherwise stated, the quotation does not include the payment by us of any carriage charge, dock dues or fees incurred in this country, freight, maritime insurance, nor of any duties, import charges, or fiscal charges exacted in the country of entry, or for the validation certificate of origin from the appropriate Department of Commerce, nor the cost of any packing cases or charges.
- 11. DATE OF DELIVERY** – Although reasonable efforts will be made to deliver goods within the time stated, such time or date so given is intended as an approximate estimate only. We will have no responsibility for any direct or indirect loss or damage which may be caused through delay in delivery through fire, tempest, accident, failure or breakdown of electricity, water or any other utility, strike, lock-out, war, civil commotion, Government control, priority of orders for Government Departments or for any of the Public Services or for similar causes, or any other cause whatsoever not reasonably within our control and it shall not be deemed that the contract shall be broken by us nor shall the Customer have the right to refuse delivery on account of any such delay provided that if such delay for any of the above clauses last for a period exceeding twenty weeks we may give notice in writing to the Customer rescinding the Contract as to the goods delivery of which is delayed. In the event of any such notice coming into operation the Customer shall be entitled to the refund of any amount paid in advance for goods which are not delivered but neither party shall have any other claim against the other in respect of any goods undelivered at the coming into operation of the said notice. Any stated delivery time commences from the receipt of a written order instructing us to proceed, provided that all the necessary information is in our possession to enable us to put the work in hand.
- 12. PRICE VARIATIONS** - All printed price lists and all quotations are without notice subject to proportionate increase on account of increase in the cost of labour and/or material and

other costs between the of our quotation and delivery. Unless otherwise stated in writing the final price will be subject to such variations ruling at the date of despatch from our Works.

**13. TERMS OF PAYMENT** – Payment shall be made notwithstanding minor defects. Prices are strictly nett and no discounts are allowable except where stated. We reserve the right to charge interest on all overdue accounts at 4 percent per annum over Barclays Bank minimum lending rate with a minimum of 8 percent per annum. Unless otherwise agreed payment shall be made as follows;

- a. Home Orders – 30 days from date of invoice, to approved accounts, otherwise payment shall be made in advance against pro forma invoice
- b. Export Orders – Payment shall be made in sterling by irrevocable Letter of Credit confirmed on a United Kingdom Clearing Bank or other Bank or financial institution previously approved by us in writing/payment of cash in full before despatch

Notwithstanding the above or any other agreed terms of payment we shall be entitled to withhold delivery except upon payment in cash of the purchase price if we believe on reasonable grounds that the Customer is insolvent or in financial difficulties or will or maybe unable to make payment in full on the due date

**14. LOSS OR DAMAGE IN TRANSIT** – In any case in which we would apart from this clause be liable for loss or damage in transit such liability shall not attach to us and will not be accepted by us unless the following conditions are fulfilled:-

- a. **Damage:** Delivery notes must be endorsed “unexamined” unless goods are inspected immediately. Notification of damage to the carrier if applicable, and ourselves must be given in writing within 4 days of the delivery date.
- b. **Loss:** We must be notified in writing of non-delivery within 14 days from the date of invoice.

**15. DISTRIBUTOR** - The term “Distributor” as applied to those Companies either at home or abroad with whom we have made arrangements for the sale of our manufactured goods is a nominal one and indicates only that they are our local representatives, appointed for the convenience of our Customers, through whom enquiries or orders may be received and dealt with by us. They are not authorised to incur any liability, give any guarantee or warranty, make any representations or transact any business on our behalf other than the Offering for sale of our manufactured goods upon the terms of our official tenders.

**16. UNDELIVERED ORDERS** – In the event of default of payment by the Customer on the due date we reserve the right to withhold delivery of the undelivered part of order, in which event we shall, without prejudice to our other rights and remedies, be entitled to payment for that part of the order which had been completed, together with reimbursement of all costs and expenses in connection with the balance.

**17. INDEMNITIES**

- a. The Customer shall warrant that the manufacture of goods to their special order or design shall not involve us in any infringement of any patent copyright registered design or trade mark and will indemnify us against all claims and expenses arising from or incurred by reason of any such infringement or alleged infringement.
- b. In respect of any goods manufactured as aforesaid we shall have no responsibility for the fitness of such goods for their intended purpose or for their merchantability

and the Customer shall indemnify us against all claims based on our liability (if any) for death or personal injury resulting from negligence.

- 18. LIEN** – In addition to any right of lien to which we shall be entitled by law, we shall be entitled to a general lien on all machines or machinery or other goods of the Customer in our possession in respect of all sums due and unpaid by the Customer under this or any other Contract.
- 19. COPYRIGHT** – It is a term of the sale of all machinery or other goods sold by us that the Customer shall not copy or reproduce or permit or arrange for the copying or reproduction of any of the same in whole or in part. All quotations, drawings, illustrations, samples, designs, specifications, advice, know-how and other data communicated or supplied by us are supplied in confidence and must not be used for any purpose other than that of deciding whether to place orders with us or operating our Machinery and must not be disclosed to any other party or copied or reproduced in whole or in part. Any such reproduction or copying of machinery, equipment, components, or other goods written matter or drawings may also constitute an infringement of patent or copyright and our rights and the rights of other parties in respect of any such infringement are reserved.
- 20. CONTRACT VALIDITY** – If any term of this contract shall be invalid or contrary to law this shall not affect the validity or enforceability of the remaining terms of the Contract.
- 21. LAW APPLICABLE** – This Contract shall in all respects be construed and operate in English Contract and be construed and take effect in conformity with English Law and not the law of any other country. The English Courts shall have jurisdiction to adjudicate on all claims and disputes arising out of the Contract but we shall at our option be entitled to sue to recover any amount due to us in the Courts of any country in which the Customer resides or carries on business.
- 22. ANTI-BRIBERY LAWS** - Rodwell Engineering Group is committed to stamping out any level of bribery that may occur. This includes the act of bribing or of being bribed. All staff have been made aware of the rules governing the Bribery Act 2010 and have been informed of the consequences of breaking these rules. Rodwell Engineering Group will regularly review the risk areas and will act swiftly and harshly on any employee, customer, distributor, supplier or sub-contractor found contravening these rules and guidelines.
- 23. COMPANY NAMES** – The following companies are divisions of Rodwell Engineering Group Ltd
  - a. **Rodwell Compressor Company**
  - b. **Rodwell Powell**
  - c. **Rodwell Autoclave Company**
  - d. **Rodwell Group Services**