

Pohlcon UK Ltd
Terms and conditions for the supply of goods

The Buyer's attention is drawn in particular to clause 8.

1. Interpretation

1.1 Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Buyer: the person or firm who purchases the Goods from the Seller.

Collection Point: has the meaning given to it in clause 4.3.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 14.4.

Confidential Information: any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including any information which relates to the business, affairs, finances, properties, assets, trading practices, Goods, developments, trade secrets, Intellectual Property Rights, know-how, personnel, suppliers and customers of either party (as the case may be).

Contract: the contract between the Seller and the Buyer for the sale and purchase of the Goods in accordance with these Conditions.

Control: the ability to direct the affairs of another whether by the ownership of twenty five percent (25%) or more of the voting rights exercisable at general meetings, by an ability to direct or have a casting vote in respect of the affairs of the board, contract, or otherwise.

Data Protection Laws: means all applicable laws and regulations relating to the protection of personal data and the privacy of individuals as may be amended, extended, re-enacted or replaced from time to time, including, (where applicable) UK GDPR (as per the meaning given to it in Section 3(10) (as supplemented by Section 205(4)) of the Data Protection Act 2018); the Data Protection Act 2018 (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426); EU GDPR (General Data Protection Regulation ((EU) 2016/679).

Delivery Location: has the meaning given in clause 4.2.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control including any act of God, war, riots or civil disturbance, strikes, lockouts or other labour disputes, labour shortages, inability to obtain materials or supplies, fire, flood, drought or accident, civil disturbance, legislation, requisitioning or other act or order by any government department, council or other authority.

Goods: the goods (or any part of them) set out in the Buyer's Order as confirmed and accepted by the Seller in the Order Confirmation.

Intellectual Property Rights: any patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist now or will subsist in the future in any part of the world.

Losses: all claims, liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses).

Order: the Buyer's order as described in clause 2.2.

Order Confirmation: has the meaning given to it in clause 2.3.

Seller: Pohlcon UK Ltd (registered in England and Wales with company number 02870713).

Specification: any specification for the Goods, including any related plans, drawings, designs, details and materials, that is provided by the Buyer agreed by the Buyer and the Seller.

Warranty Period: has the meaning given in clause 5.1.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** includes email but excludes fax.
- (f) The terms "**Controller**", "**Personal Data**" and "**Process**" have the meanings given to them in the Data Protection Laws.

2. Basis of contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions ("**Order**"). The Buyer must ensure that the terms of the Order and all applicable Specification submitted by the Buyer are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order ("**Order Confirmation**"), at which point and on which date the Contract shall come into existence.
- 2.4 The Buyer waives any right it might have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions.
- 2.5 Any samples, drawings, descriptive matter or advertising produced by or on behalf of the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures (whether digital or otherwise) are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 A quotation for the Goods given by the Seller shall not constitute an offer. Unless otherwise stated in a quotation document issued by the Seller to the Buyer, a quotation shall only be valid for a period of 20 Business Days from its date of issue.
- 2.7 Once an Order has been accepted by the Seller, the Buyer shall not be entitled to amend or cancel the Order unless the Seller provides its prior written consent (in its absolute discretion). Any attempt by the Buyer to amend or cancel the Order shall not relieve the Buyer of its obligation to pay the full price of the Order in accordance with the terms of this Contract.
- 2.8 If the Seller, in its absolute discretion, agrees to amend or cancel such Order pursuant to clause 2.7 above, the Buyer will be responsible for any costs and expenses incurred by the Seller up to cancellation or amendment of the Order and for any costs that the Seller has committed to with third parties including any costs relating to Goods which have been manufactured to the Buyer's Specification.

3. Goods

- 3.1 The Goods are described in the Seller's digital catalogue, printed catalogue, and/or as modified by any applicable Specification. In the event of any inconsistency or conflict between the description of the Goods in the printed catalogue and the digital catalogue, the description in the digital catalogue shall prevail (subject to any modifications set out in the applicable Specification taking precedence over each of the catalogue descriptions).
- 3.2 To the extent that the Seller manufactures (or appoints a third party to manufacture) the Goods in accordance with a Specification supplied by the Buyer, the Buyer shall indemnify the Seller against all Losses incurred by the Seller as a result of the Seller's use of the Specification including as a result of any claim that the Seller's use of the Specification infringes the intellectual property rights of any third party. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Seller reserves the right to amend the Specification if required by any applicable law or regulatory requirement, and shall notify the Buyer in any such event.
- 3.4 From time to time the Seller may, at its discretion, provide the Buyer with complimentary engineering support relating to the selection and use of the Goods. Such support is provided solely to assist the Buyer in understanding the general application of the Goods and does not constitute a separate service or form part of the contractual obligations of the Seller. The Buyer acknowledges that (i) any such support is provided on an informal basis and should not be relied upon as a substitute for the Buyer's own independent assessment or professional advice; (ii) the Seller makes no representation or warranty as to the accuracy, completeness or suitability of any information or recommendations provided in connection with such support; and (iii) the Buyer remains solely responsible for determining the Goods' fitness for its intended purpose and use.

4. Delivery

- 4.1 The Buyer shall ensure that it provides full and accurate delivery instructions to the Seller together with any other instructions which are relevant to the supply, delivery and receipt of the Goods.
- 4.2 The Seller shall deliver the Goods to the location specified in the Order Confirmation or such other location as the parties agree in writing ("**Delivery Location**") at any time after the Seller notifies the Buyer that the Goods are ready.
- 4.3 Where the parties agree that the Buyer will collect the Goods the Buyer shall collect the Goods from the Seller's premises or from such other location as may be confirmed by the Seller prior to collection ("**Collection Point**") within three Business Days of the Seller notifying the Buyer that the Goods are ready (or within such other period as confirmed by the Seller to the Buyer).
- 4.4 Delivery shall be deemed completed as follows:
 - (a) on the completion of the delivery of the Goods at the Delivery Location if the Seller delivers the Goods to the Buyer in accordance with clause 4.2; or
 - (b) on the completion of the collection of the Goods at the Collection Point if the Buyer collects the Goods in accordance with clause 4.3.
- 4.5 Any delivery dates quoted are approximate only, and the time of delivery is not of the essence. The Seller shall not be liable for any delay in delivery or failure of delivery caused by (a) a Force Majeure Event; (b) the Buyer's failure to provide the Seller with adequate delivery instructions or any other information and instructions that are relevant to the supply, delivery and receipt of the Goods; (c) any failure, act or omission by the Buyer; and/or (d) any delay or postponement of delivery of the Goods requested by the Buyer.
- 4.6 If the Seller fails to deliver the Goods in their entirety, its liability shall be limited to (at its discretion) either arranging a new delivery of the Goods to the Buyer or covering the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Seller shall not be liable for any failure to deliver the Goods that is caused by any of the matters listed in clause 4.5 above.

- 4.7 If the Buyer fails to accept delivery of the Goods or fails to collect the Goods (as applicable), then, except where such failure is caused by a Force Majeure Event or the Seller's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have taken place at the time the Seller attempted such delivery to the Buyer or at the time the Goods were due to be collected by the Buyer; and
 - (b) if its storage facilities permit, the Seller shall store the Goods until actual delivery or collection takes place, and shall, without limiting its rights, be entitled to charge the Buyer for all related costs and expenses (including insurance);
 - (c) if after ten Business Days after the date the Seller attempted to deliver the Goods or the Goods were due to be collected by the Buyer, the Buyer has not accepted actual delivery or collection of them (as applicable), the Seller may resell or otherwise dispose of part or all of the Goods and, without limiting its rights and after deducting reasonable costs and expenses related to storage (including insurance) and selling, charge the Buyer for any shortfall below the price of the Goods; and/or
 - (d) notwithstanding clause 7.4, the Seller shall be entitled to invoice the Buyer for the Goods at any time after delivery or collection (as applicable) is deemed to have taken place in accordance with clause 4.7(a).
- 4.8 If the Seller delivers up to and including 5% more or less than the quantity of Goods ordered the Buyer may not reject them, but on receipt of notice in writing from the Buyer that the wrong quantity of Goods was delivered, the Seller shall make a pro rata adjustment to the invoice for the Goods.
- 4.9 The Seller may deliver the Goods by instalments, which it shall invoice and which the Buyer shall pay for separately. Each instalment shall constitute a separate contract. Any delay in delivery of or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 5. Quality**
- 5.1 The Seller warrants that on delivery or collection (as the case may be) and for a period of 12 months from the date of delivery or collection ("**Warranty Period**"), the Goods shall:
- (a) conform in all material respects with their description;
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be of satisfactory quality.
- 5.2 Subject to clause 5.3, if:
- (a) during the Warranty Period, the Buyer inspects all Goods supplied by the Seller upon delivery or collection and the Buyer gives notice in writing to the Seller within 7 days from such inspection that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - (b) the Seller is given an opportunity to examine and inspect the Goods and has reasonably satisfied itself that such Goods do not comply with the warranty set out in clause 5.1; and
 - (c) the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Seller's cost, the Seller shall, at its option and to the extent that it agrees that such Goods do not comply with the warranty set out in clause 5.1, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 The Seller shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:
- (a) the Buyer fails to give notice to the Seller in accordance with clause 5.2(a) above in which case the Goods shall be deemed to be accepted by the Buyer;
 - (b) the Buyer makes any further use of such Goods after giving notice in accordance with clause 5.2;
 - (c) the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - (d) the defect arises as a result of the Seller following any drawing, design or specification (including the Specification) supplied by or on behalf of the Buyer;
 - (e) the Buyer alters or repairs such Goods without the written consent of the Seller;
 - (f) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (g) the Goods differ from their description or Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this clause 5, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 All warranties, conditions or other terms implied by statute or common law (including Goods being fit for purpose) are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 The Buyer shall indemnify and keep indemnified the Seller against all Losses arising out of:
- (a) any defect in the Goods to the extent occasioned or contributed to by any act or omission of the Buyer (including its employees, officers, representatives, contractors and subcontractors); or
 - (b) any claim made against the Seller for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the modification or adaptation of the Goods or incorporation of the Goods into other products by the Buyer.
- 5.7 These Conditions shall apply to any replacement Goods supplied by the Seller.

6. Title and risk

- 6.1 The risk in the Goods shall pass to the Buyer as follows:
- (a) immediately on completion of delivery of the Goods at the Delivery Location if the Goods are delivered by the Seller to the Buyer in accordance with clause 4.4(a);
 - (b) immediately on collection of the Goods at the Collection Point if the Goods are collected by the Buyer in accordance clause 4.4(b).
- 6.2 Title to the Goods shall not pass to the Buyer until the earlier of:
- (a) the Seller receives payment in full (in cash or cleared funds) for the Goods in respect of which payment has become due; and
 - (b) the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in clause 6.4.
- 6.3 Until title to the Goods has passed to the Buyer, the Buyer shall:
- (a) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (d) notify the Seller immediately if it becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(d); and
 - (e) give the Seller such information as the Seller may reasonably require from time to time relating to:
 - (i) the Goods; and
 - (ii) the Buyer's ongoing financial position.
- 6.4 Subject to clause 6.5, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Goods. However, if the Buyer resells the Goods before that time:
- (a) it does so as principal and not as the Seller's agent; and
 - (b) title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.
- 6.5 At any time before title to the Goods passes to the Buyer, the Seller may:
- (a) by notice in writing to the Buyer, terminate the Buyer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and
 - (b) require the Buyer to deliver up all Goods in its possession and control that have not been resold or irrevocably incorporated into another product, and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored, to recover them. The Buyer shall procure entry to any such third party's premises if requested to do so by the Seller.

7. Price and payment

- 7.1 The price of the Goods shall be the price set out in the quotation, the Order Confirmation or in the price list if the Seller and the Buyer have agreed a specific price list.
- 7.2 The Seller may, by giving reasonable notice in writing to the Buyer before delivery or collection of the Goods, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond the Seller's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered or the Specification; or
 - (c) any delay caused by any instructions of the Buyer or failure of the Buyer to give or delay by the Buyer in giving the Seller adequate or accurate information or instructions.
- 7.3 The price of the Goods:
- (a) excludes amounts in respect of value added tax (VAT), which the Buyer shall additionally be liable to pay to the Seller at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - (b) excludes all costs and charges of specific packaging requested by the Buyer, storage, import or export costs, delivery, insurance and freight including transportation of the Goods, which shall be invoiced to the Buyer.
- 7.4 The Seller may invoice the Buyer for the Goods on or at any time after the completion of delivery or collection of the Goods (as applicable) pursuant to clause 4.4.
- 7.5 The Buyer shall pay each invoice submitted by the Seller:
- (a) within 30 days of the date of the invoice or in accordance with any credit terms agreed in writing by the Seller; and
 - (b) in full and in cleared funds to a bank account nominated in writing by the Seller, and
- time for payment shall be of the essence of the Contract.
- 7.6 If the Buyer fails to make a payment due to the Seller under the Contract by the due date, then without limiting the Seller's remedies under clause 9, the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.6 will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.
- 7.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. Limitation of liability

- 8.1 The limits and exclusions in this clause 8 reflect the insurance cover the Seller has been able to arrange. The Buyer is responsible for making its own arrangements for the insurance of any excess liability.
- 8.2 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence) or otherwise.
- 8.3 Nothing in the Contract limits any liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any liability that cannot legally be limited; or
 - (d) the Buyer's payment obligations under the Contract.
- 8.4 Subject to clause 8.3, the Seller's total liability to the Buyer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with the Goods shall in no event exceed the total amount of the price of the Goods paid by the Buyer under the Contract.
- 8.5 Subject to clause 8.3, the following types of loss are wholly excluded:
- (a) loss of profits (including loss of anticipated savings);
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) economic loss;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 8.6 This clause 8 shall survive termination of the Contract.

9. Termination

- 9.1 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if:
- (a) the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of it being notified in writing to do so;
 - (b) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (c) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
 - (d) the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or
 - (e) there is a change of Control of the Buyer.
- 9.2 Without limiting its other rights or remedies, the Seller may suspend supply of the Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in clause 9.1(b) to clause 9.1(d), or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 9.3 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.
- 9.4 On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which the Buyer shall pay immediately on receipt.
- 9.5 Termination of the Contract, however arising, shall not affect the Seller's rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

10. Force majeure

- 10.1 Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from a Force Majeure Event.
- 10.2 During any Force Majeure Event, the affected party may suspend performance and any delivery dates shall be extended by the duration of the Force Majeure Event. If the period of delay or non-performance continues for 30 days, either party may terminate the Contract by giving not less than 30 days' written notice to the other party.

11. Data Protection

- 11.1 In performing their respective obligations under this Contract, each party shall comply with the applicable Data Protection Laws.
- 11.2 The parties acknowledge that for the purposes of the Data Protection Laws, each party is an independent Controller in relation to all Personal Data that it shall Process in connection with this Agreement (which, each party acknowledges, shall comprise Personal Data relating to each party's staff).
- 11.3 Each party shall ensure that it has a compliant privacy notice in place informing its respective staff how their Personal Data will be used in connection with this Contract.

12. Intellectual Property

- 12.1 Unless agreed otherwise in writing, the Intellectual Property Rights in the Goods (and all related documentation) are, and shall remain, the property of the Seller or its licensor.
- 12.2 The Buyer shall not modify, adapt, develop, create any derivative work, reverse engineer, decompile, disassemble the Products or carry out any other act which is inconsistent with the Seller's ownership of the Intellectual Property Rights therein.

13. Compliance

- 13.1 The Buyer shall ensure that, in purchasing Goods from the Seller, it complies in full with all applicable sanctions, export control, anti-bribery and health and safety laws and regulations ("**Applicable Laws**"). If requested by the Seller, the Buyer shall provide the Seller with all information requested by the Seller in order to enable the Seller to verify the Buyer's compliance with all Applicable Laws. The Buyer shall indemnify the Seller and shall keep the Seller fully and effectively indemnified from and against all Losses suffered or incurred by the Seller as a result of any failure by the Buyer to comply with such Applicable Laws.

14. General

14.1 Assignment and other dealings.

- (a) The Seller may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Buyer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Seller.

14.2 Confidentiality.

- (a) Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party, except as permitted by clause 14.2(b).
- (b) Each party may disclose, only to the extent as is necessary, the other party's Confidential Information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 14.2; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party may use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

14.3 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

14.4 Variation.

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.5 Waiver.

- (a) Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

- 14.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of the Contract is deemed deleted under this clause 14.6, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.7 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the email addresses (or an email address substituted in writing by the party to be served) as specified by the Buyer in the Order and for the Seller at enquiries@pohlcon.co.uk.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) This clause 14.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.8 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

14.9 Governing law. The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

14.10 Dispute resolution.

Subject to clause 14.11, any dispute arising out of or in connection with this Contract shall be referred to and finally resolved by arbitration in accordance with the Arbitration Act 2025. The tribunal shall consist of one arbitrator (or three arbitrators if agreed), appointed by the parties or, failing agreement, by the President of the Law Society for the time being. The seat, or legal place, of arbitration shall be London, England, this arbitration agreement shall be governed by and construed in accordance the laws of England and Wales and the language of the arbitration shall be English. The decision of the arbitrator(s) shall be final and binding on the parties.

14.11 Jurisdiction.

Notwithstanding clause 14.10 above, in relation to any non-payment of sums properly due from the Buyer to the Seller under this Contract, the Seller shall be entitled, at its option, to bring proceedings against the Buyer in the courts of England and Wales or the relevant courts of the jurisdiction in which the Buyer is incorporated or has its principal place of business, to resolve any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with such non-payment.

Updated December 2025