

## GENERAL TERMS AND CONDITIONS OF SALE OF RENSON® FABRICATIONS LTD

**1) GENERAL** Unless specified otherwise in a written agreement, these general terms and conditions shall apply to all offers and quotes issued by RENSON® FABRICATIONS LTD (Fairfax Units 1-5, Bircholt Road, Parkwood Industrial Estate, Maidstone, Kent ME15 9SF, Company Reg. No. 2993317 – hereinafter "RENSON®"), to all agreements between RENSON® and its customer ("Customer") and to all invoices issued by RENSON®, regardless of whether the residence or registered office of the Customer is located in the United Kingdom or another country and regardless of whether the delivery is to be made in the United Kingdom or another country. In the event of a discrepancy between these general terms and conditions and any separate written agreement between RENSON® and the Customer, the clauses of the separate written agreement shall prevail. Through the mere placement of the order, the Customer accepts these general terms and conditions. Furthermore, acceptance of these general terms and conditions implies that the Customer completely renounces the application of its own general (purchasing) terms and conditions.

**2) CONCLUSION OF AGREEMENTS AND CANCELLATION OF THE ORDER** 2.1 Quotes shall be valid for sixty (60) days from the date on which they are issued, unless expressly stated otherwise in writing. Quotes and other proposals from RENSON® shall be non-binding for RENSON®. Changes to prices quoted by RENSON® may be made by RENSON® if any information communicated by the Customer to RENSON® prior to the quote being issued is found to be inaccurate or incomplete. 2.2 A binding contract between RENSON® and the Customer will come into existence on the earlier of (i) a signed confirmation of an order being issued by a duly authorised representative of RENSON®, (ii) the signing of a separate written agreement by RENSON®, or (iii) RENSON® doing any act consistent with performing the contract, such as delivering and invoicing the goods. 2.3 The agreement between RENSON® and the Customer shall not include assembly and installation, which shall be the responsibility of the Customer and at the Customer's expense. 2.4 In the event of cancellation of the order by the Customer within 24 hours following RENSON® issuing confirmation of the order (date of the email), the Customer shall pay RENSON® compensation equal to 25% of the agreed price, without prejudice to the right of RENSON® to claim further compensation for any other loss RENSON® may suffer as a result. The Customer acknowledges that the amount of 25% is reasonable and proportionate to protect RENSON®'s legitimate interest. Because the goods are always custom-built and therefore only have value if used in the location for which they are intended, cancellation of the order after this 24-hour period shall not be permitted unless agreed by RENSON® in writing and following payment by the Customer of the full price of the goods.

**3) PRICE AND PAYMENT** 3.1 The order shall be invoiced at the prices and conditions as stated in the order confirmation or, if no price is stated in the order confirmation, the price lists provided by RENSON®. Unless stated otherwise in a written agreement, the prices shall be exclusive of (i) VAT; (ii) all drawings for the goods ordered; (iii) any assembly and installation of the goods to be performed by RENSON®; and (iv) the fastening materials. Unless stated otherwise in a written agreement, the Customer shall be solely responsible for any taxes or duties payable. If certain costs that affect the agreed price were to increase as a result of circumstances outside of the control of RENSON®, including without limitation increased fees and duties on the goods to be delivered, increased freight rates, increases in the prices of the basic products or raw materials, increases in wages as a result of national or sectoral collective bargaining agreements, currency fluctuations, etc., RENSON® shall be entitled to apply a proportional price increase, by notification to the Customer. 3.2 All invoices must be paid to RENSON® by the date indicated on the invoice. Time for payment shall be of the essence of the contract. Each invoice shall be deemed undisputed and accepted by the Customer unless the Customer notifies RENSON® in writing (sent by recorded post) within 7 days of the date of the invoice. 3.3 Payments must be made in Pounds Sterling, unless otherwise agreed by RENSON® in writing. All payment costs shall be borne by the Customer. 3.4 In the event of total or partial failure to pay an invoice by the due date, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue at a rate of 1% per month plus fixed compensation of 10% of the invoice amount or £125 (whichever is the greater), without prejudice to the right of RENSON® to claim further compensation from the Customer for any additional loss suffered. All collection charges shall be borne by the Customer. In the event of failure to pay one single invoice by the due date (i) RENSON® shall be entitled, without prior notification and without liability to suspend the Customer's other orders until full payment of the invoice; and (ii) any other debts owed by the Customer that have not yet become due shall, without prior notification become immediately due and payable. All amounts due under the contract shall be paid by the Customer in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). 3.5 In the event that RENSON® considers that the Customer's creditworthiness has been undermined by legally enforced procedures and/or other events that RENSON® considers jeopardises the performance by the Customer of its obligations under the contract, RENSON® reserves the right, even if the goods have already been fully or partially sent, to suspend the entire order or a portion thereof and to demand guarantees (or other security) from the Customer. If the Customer refuses to provide such guarantees (or other security), RENSON® reserves the right to cancel the order in whole or part without liability to the Customer and without prejudice to the right of RENSON® to compensation for any loss it suffers as a result.

**4) DELIVERY** 4.1 Dates for delivery are estimates only and time shall not be of the essence unless agreed otherwise in writing. Any delay in delivery shall not give rise to any liability on the part of RENSON® and the Customer shall have no right to cancel or claim compensation for any such delay. Modifications to a placed order - if accepted by RENSON® - shall automatically lead to extension of the estimated delivery deadline by RENSON®. 4.2 Unless agreed otherwise in writing, delivery of the goods shall be made EX WORKS (Incoterms® 2010 – headquarters of RENSON®). The Customer shall be obliged to collect the goods on the estimated delivery dates. The Customer shall sign the delivery slip in acknowledgement of receipt, stating its name and "in receipt of the goods". The Customer may appoint someone to represent it. If, for any reason whatsoever, the goods are not picked up by the Customer (or its representative) on the delivery date, the goods in question shall be kept by RENSON® for a limited period of time (which shall be at RENSON®'s discretion), at the expense and risk of the Customer. Such storage shall not suspend the Customer's payment obligation. 4.3 The goods delivered by RENSON® to the Customer shall remain the property of RENSON® until the time when the Customer has paid to RENSON® all amounts due, including any interest and other charges. Nevertheless, the risks of loss or destruction of the goods shall be fully borne by the Customer from the time when the goods have been delivered. Until full payment has been received in cleared funds, the Customer shall be expressly prohibited from using the delivered goods as a means of payment or burdening them with any security right and the Customer must affix a sign on the delivered goods which clearly states that they are the property of RENSON®. If before title to goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2(ii) to (iv) inclusive, RENSON® may at any time require the Customer to (i) deliver up all goods in its possession that have not been resold, or irrevocably incorporated into another product, (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the relevant goods are stored to recover them, and (iii) retain any advance payments made by the Customer, without prejudice to the right of RENSON® to claim compensation for any additional loss it suffers as a result.

**5) DEFECTS - WARRANTY** 5.1 Upon delivery, the Customer must check whether the delivered goods contain visible damage or defects. The Customer must specifically and precisely record visible damage or defects on the delivery slip and report them to RENSON® within a maximum of 48 hours following delivery by registered mail or email. Late notifications of visible defects shall not be accepted. The Customer expressly accepts that there may be differences in the colour of interior and exterior goods delivered with respect to the models shown in the catalogues and that, when the surfaces are enamelled, there may be slight colour differences depending on the RAL number among the paint shops themselves. These differences shall not give the Customer the right to terminate the agreement, to refuse the delivery and/or payment or to obtain any form of compensation or indemnification. 5.2 Any complaint regarding latent defects must be made by registered post sent to RENSON® within no more than one (1) month following discovery of the defect or report of the defect by the end user. Late notifications of latent defects shall not be accepted. The Customer shall impose on the end user a maximum period for the reporting of defects of two (2) months following discovery of the defects. 5.3 The warranty period for ventilation products, sun protection systems and continuous louver systems shall be two (2) years from the date of production. For a period of two (2) years from the date of production, RENSON® guarantees that, in the event of an acceptable and legitimate complaint regarding defects in the goods, it will service the ventilation system or the sun protection system and, if necessary, replace and/or repair (at the discretion of RENSON®) the defective good and/or deliver parts to replace any defective parts (still to be assembled by the Customer (installer)). RENSON® shall have no liability to pay any compensation of any nature. The Customer shall be responsible for transport of the defective goods to the workshops of RENSON®. The Customer shall not be entitled to claim any other compensation or indemnification from RENSON®, including without limitation for assembly costs (travel and wages). The installation and maintenance of the goods must always be performed according to the instructions provided with the goods and according to best practice. Unless otherwise agreed in writing, the sun protection systems and continuous louver systems must be installed, assembled and fastened to a steel or concrete structure according to the instructions of RENSON®. At the Customer's request, RENSON® can provide initial advice on the wind loads on sun protection systems and continuous louver systems. However, in doing so, RENSON® does not give any explicit nor implicit guarantee to the Customer.

Such studies must be carried out by specialised engineering bureaux. The warranty provided by RENSON® shall not apply in the event of damage to any goods due to improper use, inadequate maintenance, normal wear and tear or anomalies specific to the good that do not prevent its operation. "Improper use" shall be understood as any misuse, unsafe behaviour, wrong or forced use and unapproved adjustments or modifications to the goods and/or parts thereof. The warranty supplied by RENSON® shall likewise not apply in the event of damages caused by transport or storage on the work site, defects caused by unauthorised repair by third parties, damages caused by parts used that are nonconforming or not recognized by the technical department of RENSON®, intense exposure to harmful environmental conditions, assembly with insufficiently sturdy fastening materials, abnormal weather conditions (storm, hail, water, lightning and fire damage), violence and acts of war. The warranty is not valid in the event of damage due to paint, drilling, temporary or permanent modification of environmental factors, penetration of construction waste, injection of products other than those which are suitable, use of corrosive fluids or solvents, exposure to chemicals, disassembly/opening of the product by the user, voltage peaks on the power network, installation in applications for which the product was not designed by RENSON® and corrosion due to exposure to an environment with high environmental salt levels. The warranty shall likewise not apply in the event of improper use or installation (including but not limited to defects in the underlying structure, defects in the manner in which the sun protection or continuous louver systems are attached to the underlying structure or defects caused by attachment of certain objects on the assembly); failure to comply with clause 6 of these general terms and conditions (inadequate maintenance of the sun protection or continuous louver systems); defects caused by improper interventions performed by the Customer or third parties, such as defects following installation and assembly of the sun protection or continuous louver systems; defects caused by wind loads or other natural elements on the sun protection or continuous louver systems; installation of the sun protection system with components other than those supplied by RENSON®; damage caused by broken glass (for example due to incorrect assembly or uneven heating of the glazing); exposure to a harsh industrial environment with resulting discolouration or damage; corrosion on the grooves due to exposure to an environment with high environmental salt levels and overstepping of the technical limits for use of the good (as stated in the manual).

**6) MAINTENANCE BY THE CUSTOMER (CONCERNING SUN PROTECTION AND CONTINUOUS LOUVER SYSTEMS)** 6.1 System C+ Healthbox: To ensure proper functioning, the Customer must unclip the perforated plates at least every three months and clean them with a vacuum cleaner and moist cloth. Where applicable, the Customer must expressly inform the end users of this requirement. 6.2 System C+ Xtravert: To ensure proper functioning, the Customer must remove the removable cover plate and control valve from the flue at least every three months and clean them with a vacuum cleaner and moist cloth or by placing them in the upper shelf of the dishwasher. Where applicable, the Customer must expressly inform the end users of this requirement. 6.3 System C Basic: To ensure proper functioning, the Customer must unclip the intake and flue rings at least every three months and clean them with a vacuum cleaner and moist cloth. When doing so, the Customer must ensure that the set-up is not changed. Where applicable, the Customer must expressly inform the end users of this requirement. 6.4 Sun protection systems and continuous louver systems: The Customer must perform annual servicing and maintenance of the sun protection and continuous louver systems, and especially of the attachments of the sun protection system, its parts and of the continuous louver system. Where applicable, the Customer must expressly inform the end users of this requirement.

**7) LIABILITY AND FORCE MAJEURE** 7.1 Nothing in this clause 7 shall limit RENSON®'s liability for any liability which cannot be legally limited, including liability for death or personal injury caused by negligence and liability for fraud or fraudulent misrepresentation. 7.2 Subject to 7.1, RENSON®'s total liability to the Customer shall not exceed the invoice value of the Customer's order or, where applicable, the invoice value of the part of the order in relation to which RENSON®'s liability arises. Subject to clause 7.1, RENSON® shall never be liable for indirect or consequential loss, including without limitation loss of earnings, loss of anticipated savings, loss of or damage to goodwill and damages to third parties. The Customer shall be solely liable for the use it makes of the goods. 7.3 If RENSON® is prevented, hindered or delayed in or from performing any of its obligations due to a force majeure event, it shall not be in breach of contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly. For the purpose of this clause 7.3, force majeure means any circumstance not in RENSON®'s reasonable control, including without limitation epidemic or pandemic, acts of God, flood, war, partial or general strike or lock-out, operational accidents, fire, machine breakdown, failure of suppliers, lack of raw materials, etc.). Force majeure events shall in no circumstances give the Customer the right to terminate the agreement or receive any form of compensation. Force majeure claimed by the Customer shall be expressly excluded.

**8) SUSPENSION & TERMINATION** 8.1 All agreements between RENSON® and the Customer are part of a general contractual relationship. If the Customer does not comply with its obligations under a certain agreement, RENSON® shall be entitled to suspend further performance of both the agreement in question and any or all other on-going agreements between the parties. 8.2 RENSON® shall be entitled in the following circumstances to terminate the agreement with the Customer with immediate effect and without prior notification and without liability: (i) if, despite written notification respecting seven (7) calendar days prior written notice, the Customer fails to remedy a breach of contract within seven (7) days of receiving written notice from RENSON®; (ii) if the Customer 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), 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; (iii) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or (iv) the Customer's financial position deteriorates to such an extent that in RENSON®'s opinion the Customer's capability to adequately fulfil its obligations under the contract has been placed in jeopardy. In the event of termination, RENSON® retains the right to claim compensation for all costs and damages incurred (including loss of earnings, administrative costs, transport costs, costs of storage, etc.) and all amounts due to RENSON® from the Customer shall become immediately due and payable.

**9) MISCELLANEOUS** 9.1 Without prejudice to any agreement stating otherwise in writing, all intellectual property rights relating to drawings, designs, calculations, etc. produced by RENSON® on behalf of the Customer and handed over to the Customer shall remain the property of RENSON® and shall in no case be transferred to the Customer. 9.2 If any clause (or part thereof) of these general terms and conditions are declared invalid or unenforceable, that shall not affect the validity and enforceability of the other clauses of these general terms and conditions. In this event, RENSON® and the Customer shall negotiate in good faith to replace the invalid or unenforceable clause with a legal and enforceable clause that corresponds as closely as possible to the aim and intent of the original clause.

**10) APPLICABLE LAW AND JURISDICTION** All agreements to which these general terms and conditions apply as well as all other agreements deriving therefrom shall only be governed by English law. All disputes between the Customer and RENSON® shall fall under the exclusive jurisdiction of the courts of England and Wales.

**11) ANTI-BRIBERY AND ANTI-CORRUPTION** 11.1 The Customer shall (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; (c) notify the Supplier (in writing) if it becomes aware of any breach of clause 11.1(a) or clause 11.1(b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with this agreement; and (d) certify to the Supplier on demand and in writing, signed by an officer of the Customer, compliance with this clause 11 by the Customer. 11.2 The Customer represents and warrants that it has not been convicted of any offence involving bribery or corruption, nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with bribery or corruption. 11.3 The Supplier may terminate the agreement with immediate effect by giving written notice to the Customer if the Customer commits a breach of this clause 11.

**12) COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS.** 12.1 The Customer shall (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; (c) notify the Supplier as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement; and (d) certify to the Supplier on demand and in writing, signed by an officer of the Customer, compliance with this clause 12 by the Customer. 12.2 The Customer represents and warrants that it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking. 12.3 The Supplier may terminate the agreement with immediate effect by giving written notice to the Customer if the Customer commits a breach of this clause 12.