



ECOBAT BATTERY UK LTD STANDARD TERMS AND CONDITIONS OF SALE

GENERAL

All orders will be accepted and goods or services supplied only subject to these terms and conditions of sale (the "**Conditions**") (and each order and the Company's acceptance of the order shall be termed the "**Contract**") and any person, firm or company (the "**Buyer**") supplied by ECOBAT BATTERY UK LTD (Company No. 2906519) (the "**Company**") accept that these Conditions govern all contractual dealings between them to the exclusion of any other terms that the Buyer seeks to impose or incorporate (even if the Buyer's terms purport to provide that the Buyer's own or some other terms prevail), or which are implied by trade, custom, practice or course of dealing. No order shall be accepted until the Company either expressly by giving notice of acceptance, or impliedly by fulfilling the order, accepts the offer.

No employee or other person acting or purporting to act on behalf of the Company is authorised to agree or effect any alteration in these terms or make or give any representation or warranty to the goods or services, save only that a Director of the Company may, in writing, agree such alterations or make or give such representation or warranties.

PAYMENT OF ACCOUNTS

All credit accounts are agreed on the basis of being net monthly credit accounts. Unless otherwise agreed, all accounts must be paid within 30 days from the last day of the month of invoice. In the event of default of payment, the Company reserves the right to suspend or cancel credit facilities and to charge an additional account service charge at a rate of 1% per month at monthly intervals on the overdue portion of the account until the arrears are paid in full.

The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding, except as required by law. The Company may, without limiting its other rights and remedies, set off any amount owing to it by the Buyer against any amount payable by the Company to the Buyer.

PAYMENT DIVERSION FRAUD DISCLAIMER

Buyer is solely responsible for ensuring that payment is made to Seller's correct bank account. For Payment diversion fraud avoidance purposes, the Company will never initiate bank account payment method changes via telephone or updated bank information on invoices. In the event the Company needs to change its payee bank account information or payment method, then the Company will send the Buyer a specific bank account change notification letter via post or email from a known email account. Upon receipt of such letter and prior to changing bank account information or payment method, Buyer must contact the Company's representative, via valid/established contact channels, to positively confirm and validate the account change request. At all times, Buyer is responsible for ensuring that payment is made to the Company's correct bank account and Buyer accepts responsibility for misdirected funds.

SUPPLY OF GOODS

The goods (or any part of them) set out in the Contract (the "**Goods**"), are described in the Company's catalogue as modified by any applicable specification for the Goods that is agreed between the Company and the Buyer ("**Goods Specification**"). Any samples, drawings, descriptive matter or advertising issued by the Company are issued by the Company for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

FITNESS FOR PURPOSE

The Company takes every care with regard to the quality and standard of manufacture of the Goods it supplies as far as it is able to. Every effort has been made to ensure that the Goods described in catalogues are accurate, however, as the Goods are used for a multiplicity of purposes, and the Company has no control over the method of their application or use, the Company excludes, so far as it may legally do so, any condition or warranty implied by statute or otherwise as to the fitness of its Goods for any particular purpose. Any technical co-operation between the Company, its suppliers or the Buyer shall not affect this situation.

RETURN OF GOODS

Goods which have been supplied in accordance with the Contract may only be returned at the discretion of a Manager or Director of the Company. Any Goods authorised to be accepted for credit will be subject to a handling charge of 10% to cover the cost of refurbishing or repackaging. Goods ordered or made specially cannot be accepted for credit.

CLAIMS FOR DAMAGE OR SHORTAGES

Claims for damage or shortage of Goods found by the Buyer must be notified to both the Company and the carrier within 48 hours of receipt of Goods. Claims for non-delivery of Goods must be notified by the Buyer to the Company within seven days of invoice date. Failure to do so will free the Company from any liability in this respect. Where any valid claim in respect of damage or shortage of Goods is notified to the Company in accordance with these Conditions the Company shall make up any

shortage or replace the Goods (or the part in question) free of charge (as the case may be) but the Company shall have no further liability to the Buyer.

DELIVERY

Delivery shall be made by the Company delivering the Goods to the premises of the Buyer or, if agreed by the Company, by the Buyer collecting the Goods at the Company's premises within 7 days after the Company has notified the Buyer that the Goods are ready for collection.

Delivery of the Goods shall be completed on the arrival of the Goods at the Buyer's premises or the completion of loading of the Goods at the Company's premises.

Goods will normally be delivered carriage paid, however, the Company reserves the right to charge any deliveries of small value, deliveries outside the United Kingdom, next day deliveries, deliveries to third parties or special deliveries, such charges being at the discretion of the Company.

Any dates quoted for delivery of Goods are approximate only and time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods, howsoever caused. Goods may be delivered by the Company in advance of the quoted delivery due date upon giving reasonable notice to the Buyer.

The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide adequate instructions for the delivery of the Goods.

WARRANTIES AND LIABILITIES

The Company warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for the relevant period of warranty (if any) stated in the order acceptance for the Goods. The stated period of warranty shall run from the point of completion of delivery of the Goods.

The Company shall not be liable for the non-compliance of the Goods with the above warranty in cases of: (i) any defect arising from fair wear and tear, wilful damage, negligence or abnormal working conditions; (ii) failure to follow the Company's instructions (whether oral or in writing); (iii) misuse or alteration or repair of the Goods without the written consent of the Company; or (iv) any defect arising as a result of the Company following any Goods Specification supplied by the Buyer.

The terms of these Conditions shall also apply to any repaired or replaced Goods.

Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where the Goods are sold under a consumer transaction, the statutory rights of the Buyer are not affected by these Conditions.

Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with these Conditions, the Company shall be entitled to replace the Goods (or the part in question) free of charge or at the Company's sole discretion, refund the Buyer the price of the Goods (or a proportionate part of the price) but the Company shall have no further liability to the Buyer.

Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Buyer by reason of any representation or any implied warranty, condition or other term, or any duty at common law, or under the expressed terms of the Contract, for any consequential loss or damage (whether for a loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Company, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.

The Company shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Company's obligations in relation to the Company's reasonable control.

INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of or in connection with the Goods shall be owned by the Company. The Buyer shall indemnify the Company against all liabilities, costs, expenses, damages and losses suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Company's use of the Goods Specification.

RISK AND RETENTION OF TITLE

Risk of damage or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer fails to take delivery of the

Goods, the time when the Company has tendered delivery of the Goods or when the Company has notified the Buyer that the Goods are ready for collection. Notwithstanding delivery and the passing of risk, title to the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds, payment in full of the price of the Goods and all other Goods agreed to be sold by the Company to the Buyer for which payment is then due.

Until such time as the title in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the goods separate from those of the Buyer and third parties and properly stored, protected and insured to their full price and identified as the Company's property.

Until that time the Buyer shall be entitled to re-sell or use the Goods in the ordinary course of its business but shall account to the Company for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties, and in the case of tangible proceeds, properly stored, protected and insured.

Until such time as the title in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been re-sold) the Company shall be entitled at any time to require the Buyer to deliver up the Goods to the Company, and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness of any of the Goods which remain the property of the Company, but if the Buyer does so, the Buyer's right to possession of the Goods shall terminate immediately and all monies owing by the Buyer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

Where the Company is unable to determine whether any Goods are the Goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all Goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.

TERMINATION

Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Buyer, if:

- the Buyer fails to pay any amount due under this Contract on the due date for payment; or
- the Buyer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 20 days after receipt of notice in writing to do so; or
- the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or is the subject of a bankruptcy petition or order; or
- the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or
- a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer other than for the sole purpose of a solvent amalgamation or reconstruction; or
- (f) a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied against any of its assets; or
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer; or
- (h) a receiver or administrative receiver is entitled to be appointed or is appointed over the assets of the Buyer; or
- (i) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- (j) the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly; or
- any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (j) (inclusive) above.

If any of paragraphs (a)-(k) above applies, then the Buyer's right to possession of the Goods shall terminate immediately and without prejudice to any other right or remedy available to the Company, the Company shall be entitled to terminate the Contract or suspend any further deliveries under the Contract, without any liability to the Buyer. If any Goods have been delivered but not paid for, the amounts due shall become immediately due and payable notwithstanding any previous agreement to the contrary and the Company shall be entitled to enter upon the premises of the Buyer to reclaim any Goods up to the aggregate value of those supplied by the Company to the Buyer. If Goods are reclaimed by the Company under this clause, the contract for sale in relation to those Goods shall be deemed to have been cancelled in respect of the reclaimed Goods only and the Company shall repay to the Buyer the purchase price for such Goods less (i) all amounts due from the Buyer to the Company on any account whatsoever and any costs arising out of or in connection with reclaiming such Goods.

QUOTATIONS

Quotations do not constitute an offer and shall not bind the Company until an order has been placed and accepted.

PRICES

Orders are accepted by the Company on the basis that prices charged shall be exclusive of VAT and as per the Company's price list at the date of dispatch. Prices may be increased by the Company to the extent necessary to enable the Company to recover any increases in costs incurred by the Company prior to the date of dispatch.

UNFAIR CONTRACT TERMS

The Company has drawn up these Conditions and considers them to be fair and reasonable and its prices are based on contracts made on these Conditions. If the Buyer considers these Conditions to be unreasonable, the Company must be informed in writing before any Contract is made, otherwise the Buyer will be deemed to have accepted that these Conditions are fair and reasonable.

PERSONAL INFORMATION

The Company shall only use and store your personal information, as provided by you to us or collected by us, in accordance with the Data Protection Act 1998 or any other relevant data protection legislation that is in force from time to time.

We will use the personal information you provide to us to:

- provide the Goods;
- process your payment for such Goods; and
- inform you about similar products or services that we provide, but you may stop receiving these communications at any time by contacting us.

We will not give your personal information to any third party.

For the purpose of the Data Protection Act 1998, the data controller is ECOBAT BATTERY UK Ltd (Head Office) 36A Vanguard Way, Battlefield Enterprise Park, Shrewsbury, SY1 3TG, UK. Company No. 2906519

We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

PROHIBITED PARTIES COMPLIANCE

This agreement requires both parties to be compliant with government regulations and orders. These include individuals, entities, and countries published in government prohibited/debarred parties and/or embargoed/sanctioned countries lists in all jurisdictions where the Company does business

No transactions, directly or indirectly, involving Syria, Iran, Yemen, Sudan, Myanmar, North Korea or Cuba, will be accepted. Nor should any transaction be pursued if there is reason to believe that the goods or services will eventually end up in one of these countries or on the United Nations, the European Union and/or the United States lists of embargoed/sanctioned countries as amended from time to time

The Customer agrees to maintain complete and accurate records of every transaction in this relationship for at least five years. Should there be reasonable evidence that the Customer is not in compliance with governmental regulations on prohibited parties and the above listed sanctioned countries, then the Company shall have the right to terminate this agreement with immediate effect.

GENERAL

Assignment: the Company may assign the Contract or any part of it to any person, firm or company. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company. Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

Confidentiality: the Buyer shall keep in strict confidence all technical or commercial know-how, of the Company, and any other confidential information concerning the Company's business, products and services which the Buyer may obtain. The Buyer shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Buyer's obligations under the Contract, and as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause shall survive termination of the Contract.

Force Majeure: the Company shall not be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

Entire Agreement: the Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.

Severance: if any provision of the Contract is found by any court, tribunal or administration body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

Waiver: failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

Rights of Third Parties: the parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to.

Governing Law and Jurisdiction: the formation, existence construction, performance, validity and all aspects of the Contract and these Conditions shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

Alternative Dispute Resolution: Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. The European Union has set up an Online Dispute Resolution (ODR) platform. If you are not happy with how we have handled a complaint about your transaction, disputes may be submitted for online resolution to the ODR Platform at:

<https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.