

General terms and conditions of supply, delivery and payment

WEINOR LIMITED, registered offices: London, United Kingdom; registered in the Registrar of Companies for England and Wales under the number 12193066; individually liable partner: weinor Beteiligungs-GmbH, registered offices: Cologne, Germany. Registered with the Commercial Register of Cologne under the number HRB 4661, Managing Director: Tim Fuldner.

1. Interpretation

1.1. Definitions

Buyer: The Business person, Company, firm, body or organization who purchases the Goods from the Company

Company: Weinor Ltd., registered offices: London, United Kingdom; registered in the Registrar of Companies for England and Wales under the number 12193066

Conditions: The Terms and Conditions as set out in this document

Contract: The Contract between the Company and the Buyer for the sale and purchase of the Goods in accordance with these Conditions

Currency: The Currency in which the price of the Goods is to be paid (whether £, US\$ or €) as specified by the Company, in a quotation, Order acceptance or elsewhere.

Goods: The Goods ordered by the Buyer from the Company

Order: The Buyer's order for the Goods, as set out in the Buyer's written acceptance of the Company's quotation or in the Buyer's purchase Order form, if accepted by the Company, as the case may be.

Order acknowledgement: The Company's quote confirmation for the Goods, as set out in the Company's written acceptance of the Buyer's quotation or in the Company's receipt

1.2. Interpretation

In these Terms and Conditions, references to a statute includes any amendment or re-enactment and any secondary legislation made under it; any phrase introduced by the Terms including, include in particular or similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those Terms; a reference to writing or written includes emails and other electronic messaging; the headings are for convenience and shall not affect interpretation; the singular includes the plural and the opposite applies and reference to one gender includes all genders.

2. Basis of Contract

- 2.1. These Terms and 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 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 Terms and Conditions. The Buyer is responsible for insuring that the Terms of the Order and any information or data provided are complete and accurate.
- 2.3. The Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4. The Buyer waives any right it might otherwise have to rely on any term endorsed on, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions.
- 2.5. Any samples, images, descriptive matter or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures or on its website 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 or have any Contractual force.
- 2.6. A quotation for the Goods given by the Company shall not constitute an offer. A quotation shall be valid for a period 20 business days from its date of issue.
- 2.7. Any typographical, clerical or other error or omission in any sales literature, website entry, quotation, price list, acceptance, offer, invoice or other document of information issued by the Company shall be subject to correction without any liability on the part of the Company.

3. Goods

- 3.1. The Goods are described in the Company's catalogue or on its website, subject to the applicable specification.
- 3.2. To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Buyer, the Buyer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) 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 or in connection with Company's use of the specification. This clause shall survive termination of the Contract.
- 3.3. The Company reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. Buyer's obligations

- 4.1. The Buyer shall:
 - (a) ensure that the Order and any information it provides are complete and accurate;
 - (b) cooperate with Company in all matters relating to the Goods;
 - (c) ensure that it has prepared its premises to receive the Goods and has all necessary facilities;
 - (d) provide the Company with such information and materials as the Company may reasonably require in order to supply the Goods and ensure that such information is accurate in all material respects;
 - (e) obtain and maintain all necessary licenses, permissions and consents which may be required for the Goods.
- 4.2. If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation (customer default):
 - (a) the Company shall without limiting its other rights and remedies have the right to suspend the supply of Goods until the Buyer remedies the customer default, and to rely on the customer default to release it from the performance of any of its obligations to the extent the customer default prevents or delays the Company's performance of any of its obligations;
 - (b) the Company shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from Company's failure or delay to perform any of its obligations as set out in this clause; and
 - (c) the Buyer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the customer default.

5. Price and payment

- 5.1. The price of the Goods shall be the price in the Currency set out in the Order, or if no price is quoted, the price set out in the Company's published price list in force as at the date of delivery.
- 5.2. The Company may, by giving notice to the Buyer at any time before delivery, 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 Company's control (including foreign exchange fluctuations, increases in taxes and duties, 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 by the Buyer to give the Company adequate or accurate information or instructions.

5.3. 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 Company at the prevailing rate, subject to receipt of a valid VAT invoice; and
 - (b) are EX WORKS and do not include the costs and charges of packaging, insurance and transport of the Goods, which shall, where applicable, be invoiced to the Buyer.
- 5.4. The Company may invoice the Buyer for the Goods at any time prior to delivery.
- 5.5. The Buyer shall pay the invoice in the Currency in full and in cleared funds in advance of delivery, or as otherwise agreed by the Company in writing. Payment shall be made to the bank account nominated in writing by the Company. Time for payment is of the essence. The Buyer shall bear all costs and charges relating to Currency exchange and bank transfers. Payments which are settled by the Buyer in a period of three (3) days after receipt of the invoice using a SEPA B2B direct debit mandate shall be subject to a 4 per cent cash discount. Payments effected within ten (10) days of date of invoice shall be subject to a 3 per cent discount.
- 5.6. If the Buyer fails to make any payment due to the Company under the Contract by the due date for payment, then the Buyer shall pay interest on the overdue amount at the rate of 9 per cent per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.
- 5.7. The Buyer shall pay all amounts due under the Contract in full without any setoff, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Company to the Buyer.

6. Delivery

- 6.1. The Company shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, all relevant Buyer and Company reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 6.2. The Buyer shall collect the Goods from the Company's premises or such other location as may be advised by the Company prior to delivery (delivery location) within three (3) business days of the Company notifying the Buyer that the Goods are ready.
- 6.3. Delivery is completed on the completion of loading of the Goods at the delivery location.
- 6.4. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a force majeure event or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.5. If the Company fails to deliver the Goods, in the sense of making them available for collection, its liability shall be limited to 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 Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a force

General terms and conditions of supply, delivery and payment

- majeure event or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 6.6. If the Buyer fails to take delivery of the Goods within five (5) business days of the Company notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by a force majeure event or the Company's failure to comply with its obligation under the Contract:
- (a) delivery of the Goods shall be deemed to be completed at 9.00 am (UK time) on the sixth (6) business day after the day on which the Company notified the Buyer that the Goods were ready; and
- (b) the Company shall store the Goods until delivery takes place and charge the Buyer for all related costs and expenses (including insurance).
- 6.7. If ten (10) business days after the day on which the Company notified the Buyer that the Goods were ready for delivery the Buyer has not taken delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charged the Buyer for any shortfall below the price of the Goods.
- 6.8. The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 6.9. The Buyer will inspect the Goods within five (5) business days of receipt and must give notice to the Company of any defects immediately, failing which the Goods shall be deemed, in all respects, to be in accordance with the Contract and the Buyer shall not be entitled to any refund.
- 7. Quality**
- 7.1. The Company warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods shall:
- (a) conform in all material respects with the applicable specification;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by the Company.
- 7.2. Subject to clause 7.3., if:
- (a) the Buyer gives notice in writing to the Company during the warranty period with-in a reasonable time of discovery that some or all the Goods do not comply with the warranty set out in clause 7.1.;
- (b) the Company is given a reasonable opportunity of examining such Goods; and
- (c) the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Buyer's cost, If the Company accepts that they are defective, the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 7.3. The Company shall not be liable for the Goods' failure to comply within the warranty set out in clause 7.1. in any of the following events:
- (a) the Buyer makes any further use of such Goods after giving notice in accordance with clause 7.2.;
- (b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) Good trade practice regarding the same;
- (c) the defect arises as a result of the Company following any design, instruction or specification supplied by the Buyer;
- (d) the Buyer alters or repairs such Goods without the written consent of the Company;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage of working conditions; or
- (f) the Goods differ from their description specification as a result of changes made to ensure that they comply with applicable statutory or regulatory requirements.
- 7.4. Except as provided in this clause 7, the Company shall have no liability to the Buyer in respect of Goods' failure to comply with warranty set out in clause 7.1.
- 7.5. The Terms implied by sections 13. to 15. of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 7.6. These Conditions shall apply to any repaired or replacement Goods supplied by the Company.
- 8. Title and risk**
- 8.1. The risk in the Goods shall pass to the Buyer on completion of delivery (on-loading) at the delivery location. The risk during carriage shall be for the Buyer's account, even if the Company arranges carriage and insurance on behalf of the Buyer.
- 8.2. Title to the Goods shall not pass to the Buyer until the Company receives payment in full (in cash or cleared funds) for the Goods and any Goods that the Company has supplied to the Buyer (in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of such sums).
- 8.3. Until title of the Goods has passed to the Buyer, the Buyer shall hold the Goods as the Company's fiduciary agent and bailee and shall:
- (a) store the Goods separately from all other Goods held by the Buyer so that they remain readily identifiable as the Company's property;
- (b) not remove, deface or obscure any identifying RIFD, tag, 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 Company immediately if it becomes subject to any of the events listed in clause 11.1.; and
- (e) give the Company such information relating to the Goods as the Company may require from time to time.
- 8.4. If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 11.1., then, without limiting any other right or remedy the Company may have:
- (a) the Buyer's right to possess the Goods or use them in the ordinary course of its business ceases immediately; and
- (b) the Company may at any time: require the Buyer to deliver up all Goods in its possession and have not been irrevocably incorporated into another product; and If the Buyer fails to do so promptly, the Company is irrevocably licensed to enter any premises or vehicles of the Buyer or of any third party where the Goods are stored or loaded in order to recover them.
- 8.5. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company, but if the Buyer does so all monies owing by the Buyer to the Company shall without prejudice to any other right or remedy of the Company become immediately due and payable.
- 8.6. Subject to the Terms of this Conditions, the Buyer is licensed by the Company to incorporate the Goods in or with any other product or products subject to the express condition that the new product or products or any other chattel whatsoever containing any part of the said Goods shall be separately stored and marked so as to be identifiable as being made from or with the Goods the property of the Company.
- 8.7. If the Goods the property of the Company are at mixed with Goods the property of the Buyer or are incorporated therein, the product thereof shall become and/or shall be deemed to be sole and exclusive property of the Company.
- 8.8. If Goods of the Company are admixed with Goods of the property of any other person other than the Buyer or are incorporated therein, the product thereof shall become or shall be deemed to be owned in common with that other person.
- 8.9. If the Buyer has not received the proceeds of any such sale he will, if called upon so to do by the Company, within seven (7) days thereof assign to the Company all rights against the person or persons to whom he has supplied any product or chattel made from or with the Company's Goods.
- 9. Intellectual property**
- 9.1. The sale of the Goods and the provision of technical data by the Company to the Buyer does not imply freedom from intellectual property rights in respect of the Goods or such data all of which are expressly reserved to the Company.
- 9.2. The Buyer warrants that any design, specification or instructions furnished or given by it shall not be such as will cause the Company to infringe any Intellectual Property Rights in the performance of the Contract and the Buyer shall keep the Company fully and completely indemnified against each and every claim of such nature whatsoever arising.
- 9.3. Trademarks, copyrights legends, serial numbers etc. must not be removed or defaced by Buyer. Buyer must also ensure that such protective mechanisms are not removed by the customers.
- 9.4. In cases where copyright, trademark or other intellectual property infringements becomes known to the Buyer, these must be reported immediately to the Company.
- 9.5. The Company shall be entitled to conduct, at own expense, all negotiations relating to an out of court settlement or legal action covering the infringement of intellectual property rights relating to the Goods. The Buyer shall be obliged to assist the Company with its best endeavours.
- 9.6. If the Company provides the Buyer with images, photographs, films, drawings or similar depictions, especially those transmitted electronically as digital data, and the Buyer uses them on the Internet, in Social Media, on YouTube or in leaflets, brochures, or similar advertising media, the Buyer shall indicate the origin/authorship of such images, photographs, films or drawings or similar depictions, e.g. by adding the Company's watermark or a remark under or over the image such as "copyright Weinoor" or the corresponding symbol © in conjunction with the Company's name. The use of such items shall be at the sole risk of the Buyer.
- 9.7. The images, photographs, films, drawings or similar depictions to which the Company owns the copyright shall remain the sole property of the Company. Such materials are provided to the Buyer on a loan basis and may only be duplicated, reproduced, copied, stored or passed on to third parties as part of the business relationship with the Company and for the purpose of advertising the Goods in the corresponding manner. The images, photographs, drawings or the content of such items may not be edited or otherwise amended – whether through photocomposition, montages, electronic tools or other forms – without the prior written consent of the Company.
- 10. Data protection**
- The Company takes the protection of the Buyer's personal data very seriously. These data are stored and processed with the specific aim of fulfilling the Contract with the Buyer and processing orders in compliance with the valid data protection provisions as well as all other pertinent statutory regulations. Data concerning customers will not be forwarded to third parties without their prior consent or unless required by law or fulfilling the Contract or processing the Order. Further details on the privacy policy of the Company can be found at <https://www.weinoor.com/data-protection>, which is also available as a hardcopy on request/inquiry.
- 11. Termination**
- 11.1. Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving notice to the Buyer if:

General terms and conditions of supply, delivery and payment

- (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 fourteen (14) days of that party 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, being wound up whether voluntarily or by order of the court, unless for the purpose of 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; or
- (d) the Buyer's financial position deteriorates to such an extent that in the Company's opinion the Buyer's capability to adequately fulfil its obligation under the Contract has been placed in jeopardy.
- 11.2 Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any Contract between the Buyer and the Company if the Buyer becomes subject to any of the events listed in clause 11.1., or the Company 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.
- 11.3 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 the Contract on the due date for payment.
- 11.4 On termination of the Contract for any reason the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.
- 11.5 Termination of the Contract shall not affect any of the parties' rights and remedies they have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 11.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 12. Limitation of liability**
- 12.1. Nothing in these Conditions shall limit or exclude the Company's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of employees, agents or subcontractors (as applicable);
- (b) fault or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.
- 12.2. Subject to clause 12.1.:
- (a) the Company shall under no circumstances whatsoever be liable to the Buyer, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of contracts or revenue or any indirect or consequential loss arising under or in connection with the Contract;
- (b) the Company's aggregate liability to the Buyer for all and any claims in respect of all other loss and damage arising under or in connection with the Contract, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the greater of 100,000,00 £ (One hundred thousand pound sterling) or the invoice value of the goods purchased by the Buyer from the Company in the twelve (12) month period before the claim arose.
- 13. Force Majeure**
- 13.1. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from Force Majeure Event. If the period of delay or non-performance continues for eight (8) weeks, the party not affected may terminate this Contract by giving seven (7) days written notice to the affected party, provided the Force Majeure Event does not cease during the notice period.
- 14. Export sales**
- 14.1. In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
- 14.2. Where the Goods are supplied for export from the United Kingdom, the provisions of this clause shall subject to any special terms agreed in writing between the Buyer and the Company apply notwithstanding any other provision of these Conditions.
- 14.3. The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.
- 14.4. The Company shall be under no obligation to arrange carriage for the delivery of the Goods to the Buyer.
- 14.5. In the event that export licenses shall be required the Company shall take all reasonable steps to procure them and the cost thereof shall be chargeable to the Buyer including reasonable charge for the time expended by the Company in connection therewith and the Company's out-of-pocket expenses. The Buyer shall take all reasonable steps to procure any import licenses required and bear and pay any expenses in connection with the importation of the Goods. The Contract shall be conditional upon all such licenses and consents being obtained within a reasonable time.
- 15. General**
- 15.1. Assignment and other dealings
- (a) The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligation under the Contract without the prior written consent of the Company.
- 15.2. Entire agreement
- (a) This Contract constitutes the entire agreement between the parties and superseeds and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty whether made innocently or negligently that is not set out in the Contract. Each party agrees that it shall have no claim for instantly or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 15.3. Variation
- No variation of this Contract shall be effective unless it is in writing and signed by the parties or their authorized representatives.
- 15.4. Waiver
- A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy; nor prevent or restrict the further exercise of that or any other right or remedy.
- 15.5. Severance
- If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 16. Notices**
- (a) Any notice or other communication given to a party under or in connection with the Contract other than for legal proceedings shall be in writing, addressed to that party at its registered office if it is a company or its principal place of business in other case or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by prepaid first class post, air mail or other next working day delivery service, commercial courier, or email.
- (b) A notice or other communication shall be deemed to have been received, if delivered personally, when left at the relevant address; if sent by prepaid first class post or other next working day delivery service, at 9.00 am on the second business day after posting; if sent by air mail, on the fifth business day after posting; if delivered by commercial courier, on the date and at the time that the couriers delivery receipt is signed; or if sent by email, on the business day of transmission provided no failure notice is received.
- 17. Governing Law and Disputes**
- (a) 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.
- (b) Each party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim including non-contractual disputes or claims arising out of or in connection with this Contract or its subject matter or formation.