

I. AIM

1. The aim of this document, referred to hereinafter as “the General Terms and Conditions”, is to define all the general terms and conditions for the supplying of products, referred to hereinafter “the Products”, ordered by the customer, referred to hereinafter as “the Customer”, from the company Construction Specialties (UK) Limited, referred to hereinafter “CS UK”, referred to hereinafter jointly as “the Parties”.
2. The contractual relations between the Parties are formalised by a document which defines the special terms and conditions applying to the service ordered by the Customer, referred to hereinafter as “the Contract”.
3. The formalisation of the Contract implies the prior acceptance of these General Terms and Conditions. The Customer therefore acknowledges that it has been clearly informed of the fact that its agreement concerning the content of these General Terms and Conditions does not require this document to be signed by hand.
4. These General Terms and Conditions shall apply to every Contract formalised between the Parties, irrespective of the clauses featuring in the Customer's documents, and in particular their general terms and conditions of purchase over which these General Terms and Conditions take precedence.
5. CS UK reserves the right to adapt or amend these General Terms and Conditions at any time. If an amendment is made, the General Terms and Conditions in force on the order date shall be applied to each order.
6. Documents other than these General Terms and Conditions, in particular catalogues, prospectuses, advertisements and notices shall be provided for information and guidance only. They shall not form part of the Contract nor have any contractual force.

II. FORMATION OF THE CONTRACT

1. The Contract shall be deemed to have been concluded on the date of receipt by CS UK of a duly accepted estimate, dated and signed by the Customer, or the transmission by CS UK of written confirmation of the Customer's order in the form of an acknowledgement of receipt. The estimate must be accepted by the Customer within the relevant validity period stated thereon unless otherwise specified by CS UK.
2. CS UK shall only accept written orders. No orders placed by telephone shall be taken into account. For the purposes of these General Terms and Conditions a reference to writing or written includes email but not fax.
3. CS UK shall only accept orders for a minimum amount of £100 excl. tax or its equivalent in local currency on the date of such order.
4. A Contract may not be amended or cancelled without the specific prior written agreement of CS UK, in the absence of which the price agreed upon in the Contract shall be invoiced in full to the Customer.
5. If the Customer requests an amendment to the Contract, the terms defined by CS UK in its estimate, in particular the price, may be amended as a corollary by means of an additional clause.
6. The Customer shall be responsible for defining its requirements independently. The information provided by the Customer shall be deemed to be accurate and does not need to be verified by CS UK. CS UK is not bound by an obligation to offer advice to the Customer in terms of adapting the Product to its requirements or activity.

III. FINANCIAL TERMS - PAYMENT

1. Price

- 1.1 The price is stated in the Contract and is established

under the terms of Article II. The price is fixed as of the date the contract comes into existence. Orders placed outside of the validity period of estimates or proposed prices shall be subject to the agreement of CS UK acting entirely at its discretion and may be subject to CS UK rates or price scales in force on the date of confirmation of the order by CS UK.

- 1.2 All prices are stated exclusive of tax ex works.

- 1.3 CS UK reserves the right to amend its prices at any time, including but not limited to in the event of (i) any factor beyond CS UK's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs), (ii) any request by the Customer to change the delivery date(s), quantities or types of Products ordered, or any other specification, or (iii) any delay caused by any instructions of the Customer or failure of the Customer to give CS UK adequate or accurate information or instructions.

2. Payment terms

- 2.1 Unless otherwise specified, CS UK invoices shall be payable within 30 days of their issue date. Under no circumstances may payments owed to CS UK be suspended or subject to any kind of reduction, deduction, counterclaim or offsetting without the prior written agreement of the latter. Payments are always considered to apply in the first instance to default interest and then to the oldest debt.
- 2.2 In the event of a delay in the payment of amounts owed by the Customer, then, without limiting CS UK's other remedies hereunder, 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 under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 2.3 In addition to interest, a lump sum amounting to £40 shall also be payable to cover recover costs in the event of payment later than the date stated in the invoice. If the recovery costs exceed this lump sum, additional compensation shall be payable upon presentation of the supporting documents.
- 2.4 In the event of any delay in the payment of amounts owed by the Customer to CS UK, then without limiting CS UK's other remedies hereunder:
 - all the amounts owed by the Customer, in any context whatsoever, to CS UK shall become immediately payable without the fulfilment of any judicial formality.
 - CS UK reserves the right to suspend any and all current orders and / or services in relation to the Customer.
 - CS UK may also avail of the provisions of Articles VI and X of these General Terms and Conditions.
- 2.5 Notwithstanding clause III 2.2 above, in the event of the granting of payment terms by CS UK to the Customer, the Customer agrees and acknowledges that an acceleration clause shall apply for any non-payment. This means that, in the absence of payment of a single instalment, the balance owed by the Customer shall be payable immediately in full. All payment periods granted to the Customer must be based on a specific written agreement with CS UK.

IV. DELIVERY

1. Products shall be delivered directly to the Customer in the location stated in the Contract. Products shall be delivered

to the Customer's address unless otherwise agreed by the parties in writing.

2. The delivery periods are approximate only, and the time of delivery is not of the essence. Penalties, compensation or cancellation of the contract may not be imposed if these periods are exceeded. The liquidated damages clauses which may feature in the Customer's commercial documents are therefore unenforceable against CS UK.
3. In all events, Customer agrees and acknowledges that deliveries may only be made within the deadlines if the Customer has fulfilled all its obligations towards CS UK irrespective of the cause.
4. If the Supplier fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Products. The Supplier shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

v. TRANSFER OF RISKS

1. The risk in the Goods shall pass to the Customer on completion of delivery.

vi. RESERVATION OF OWNERSHIP

1. Title to the Products shall not pass to the Customer until the earlier of:
 - 1.1 CS UK receives payment in full (in cash or cleared funds) for the Products; or
 - 1.2 the Customer resells the Products, in which case title to the Products shall pass from CS UK to the Customer immediately before the time at which resale by the Customer occurs.
2. In the event of the transformation of the Products sold, the reservation of ownership clause shall apply to the transformed Products. In the event of the resale of the Products by the Customer, either in their original form or after transformation, the Customer undertakes to transfer to CS UK the price paid by the sub-purchaser up to the price of the Products still payable.

vii. RESERVATIONS ON DELIVERY

1. The Customer must check the condition, number and conformity of the Products at the time of delivery. The Customer must notify CS UK in writing with acknowledgement of receipt within three (3) calendar days from the Product delivery of any reservations concerning the Products. The Customer must also notify the transport company within the same deadline of said reservations. In the absence of notification (to CS UK or the transport company) within 3 days, the Customer shall be deemed to have accepted the Products and no further claims may be dealt with by CS UK.
2. If reservations are expressed, the Customer shall be required to provide evidence of the existence of any defects, non-conformities of damage which may have been identified. The Customer shall give CS UK the opportunity to record these irregularities and propose a suitable plan. If the Customer intervenes personally or via a third party to deal with an irregularity,
3. CS UK shall decline all responsibility with respect to the alleged irregularities.
4. The Customer shall not return any Products without the prior written agreement of CS UK. Products must be returned in their original packaging.

5. If a non-conformity, defect, fault or damage is identified by CS UK or its representative after verification, CS UK shall have the option of either replacing the Product, without the Customer being entitled to claim any compensation whatsoever, or cancelling the order.
6. The claim presented by the Customer under the provisions described in this clause shall not invalidate its obligation to pay for the Products concerned.
7. If the Products are declared compliant after verification, and the Customer still wishes to return the Products, a restocking fee of 20% will be payable by the Customer.

viii. LIABILITY

1. Nothing in the Contract limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; or (b) fraud or fraudulent misrepresentation.
2. Subject to clause VIII (1), CS UK's total liability to the Customer under this Contract shall not exceed the total amount payable to CS UK by the Customer under the Contract excluding any taxes.
3. Subject to clause VIII (1), the following types of loss are wholly excluded: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; and (g) indirect or consequential loss.

ix. FORCE MAJEURE

1. The liability of CS UK shall not be invoked in the event of an occurrence outside the reasonable control of CS UK which prevents or delays the execution of the order, including but not limited to a shortage of raw materials, pandemic or epidemic, unexpected production difficulties, production limitation or stoppage, subcontractor or supplier difficulties, strikes, economic or political disruption due to an event such as war, civil war, embargo, transport difficulties or associated events such as adverse weather. The delivery and service production periods shall be extended accordingly.
2. CS UK shall be entitled in these cases to cancel the Contract without completing any legal formality in writing with acknowledgement of receipt.

x. TERMINATION

1. Without limiting its other rights or remedies, CS UK may terminate this Contract with immediate effect by giving written notice to the Customer if:
 - 1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;
 - 1.2 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), 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;
 - 1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 1.4 the Customer'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.

XI. LIQUIDATED DAMAGES CLAUSE

1. Without prejudice to any other rights and remedies CS UK may have, in the event of legal action or any other action intended to recover the debt incurred by CS UK, the debt enforcement costs, court costs, lawyers' and bailiffs' fees and any ancillary costs shall be payable by the customer at fault in addition to the associated costs and those stemming from non-compliance by the customer with the payment terms pertaining to the order concerned. Furthermore, the Customer shall pay compensation equivalent to 15% of the total amount of the unpaid invoice excluding tax as part of the penalty clause.

XII. INTELLECTUAL PROPERTY

1. The performance of the Contract shall not result in the assignment to the Customer of the rights of CS UK concerning methods, processes, know-how, all kinds of technical documents and plans created or implemented by the latter or trademarks and, more generally, intellectual property rights held by CS UK.
2. If the Products are to be manufactured or any process is to be applied to the Products by CS UK in accordance with a specification submitted by the Customer, the Customer shall indemnify CS UK against all loss, damages, costs and expenses (including reasonable legal fees) awarded against or incurred by CS UK in connection with such specification submitted by the Customer. For the avoidance of doubt this shall include but not be limited to any sums paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from CS UK's use of the Customer's specification.

XIII. DATA PROTECTION

1. For this clause XIII, 'Applicable Data Protection Laws' means:
 - 1.1 to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;
 - 1.2 To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which CS UK is subject, which relates to the protection of personal data.
2. CS UK and the Customer shall at all times comply with all applicable requirements of the Applicable Data Protection Laws. This clause XIII is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
3. Either party may, at any time on not less than 30 days' notice, revise this clause XIII (Data protection) by replacing it with any mutually agreed applicable clauses or terms.

XIV. APPLICABLE LAW - DISPUTES

1. These General Terms and Condition and 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 and construed according to the laws of England and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the English Courts.
2. If the Customer intends to take legal action, said action must be initiated within a period of one year following the delivery; legal action shall not be permitted upon expiry of this deadline.

XV. MISCELLANEOUS

1. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
2. A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
3. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
4. If any provision or part-provision of this 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 this Contract.
5. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
6. 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 this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.
7. CS UK may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
8. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of CS UK.
9. This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.