

Impacta Ltd. Terms & Conditions of Sale. (Effective from 09 June 2021)

Prices are exclusive of the cost of carriage unless otherwise stated within quotation. All prices are exclusive value added tax and any other tax or duty. Prices are provisional only and subject to adjustment to take account of increase in our costs and overheads and any exchange fluctuations which can cause our costs to increase in relation to the prices quoted. Prices will not however, be subject to further adjustment once we have accepted your order.

Payment for the goods must be made in full within our terms of 30 days from invoice dates unless otherwise stated in writing. You may not withhold payment of any amount due to us because of any claim or dispute you may have against us. Interest will be charged at the base lending rate for the time being of the HSBC Bank Plc. Or statutory rate of interest whichever is higher. Interest shall accrue on a daily basis and run after as well as before any judgement and be payable on demand.

Delivery date: upon quotation a baseline lead time will be given. If we fail to deliver by the estimated date, you may give us notice requiring delivery to be made within a period of 6 weeks. If delivery is still not made you may cancel the contract without charge, but this is your only remedy in delay in delivery. We will deliver the goods sold where you require which will be at your expense, if not inbuilt in the quoted price. Our rates of carriage are available on request. Once goods are off-loaded at the designated delivery destination, and have been signed and accepted in the condition supplied, any damages that may occur from here onwards, will not be covered by Impacta.

We retain ownership of the goods and shall be entitled to dispose of them until we have received unconditional payment in full for all goods supplied by us. Or property in the goods passes to a purchaser from you by way of a bona fide sale at full market value whichever first occurs. If payment is overdue in whole or in part we may (in addition to our other rights) recover or resell the goods and for that purpose we may enter your premise or any other premises we believe the goods to be. Payment hereunder shall become due immediately upon service of notice by us requiring payment served at any time after goods become due under any other contract between us or after the commencement of any act or proceeding in which (in our opinion) places jeopardy our title to the goods sold. We authorise you to sell the goods you will hold the proceeds of sale as trustees for us. For the purpose of this clause goods still in your possession will be deemed to be those delivered most recently unless contrary is proved. We may by notice to you because ownership in all or any part of the goods specified in this notice to pass to you.

Liability:

You should note on the delivery note supplied, any shortages or defects apparent on delivery. The quantity invoiced and delivered by us may vary from the amount ordered by an amount not exceeding 5%. You must in any event inspect the goods following delivery and notify us in writing within 7 days of delivery of any shortfalls in quantity of the number invoiced and within 3 working days if goods do not comply with any specially agreed dimensions or specifications or contain any defect which is or which might reasonably be expected to be apparent on inspection. If your claim is substantiated, we will at our option deliver the balance of the goods or replace the defective goods or take back the goods at our expense and refund you in full any purchase price already paid. If you demonstrate to us, within six months after delivery, that the goods are defective because of bad materials or workmanship we will at our option replace them or take back the goods at our expense and refund you in full any purchase price already paid. Our dimensions and specifications may vary slightly and unless we have specifically accepted responsibility, no dimensions, or specifications form part of the contract. Except for liability for death or personal injury arising out of any negligence our part, our liability

under the clause and under any other condition warranty or representation expressed or implied, statutory or otherwise and any liability of ours in tort in relation to the goods sold or any defect in them shall be limited to the invoice value of goods. You shall indemnify us and keep us indemnified against claims costs damages or losses incurred by us which arise from our acting on your instructions or from your own actions.

Insolvency and Default:

In the event of your suffering (or appearing to us to be about to suffer) the onset of insolvency or being in breach of any terms on the contract we shall be entitled, without prejudice to our other rights, to postpone delivery or manufacture (both in respect of the contract in question and any other contracts with you) and to recover payment for all deliveries already made and for the cost of materials and labour already expended for the purpose of future deliveries (less any allowance of the value thereof as utilised by us for other purposes) and also to recover from you a sum equivalent to our loss of profit arising out such determination. The exercise of our option to determine the delivery or manufacture shall not prevent the subsequent exercise of our option to determine the contract and/or any other such contracts.

Intellectual Property and Design Rights:

The intellectual property and design rights for all services and products supplied by Impacta remain the property of Impacta Ltd, unless specifically "sold" as "design and intellectual property". Commissioned design or development work is not excluded from this condition.

Cancellation:

You may cancel the contract but in the case of standard products we shall make cancellation charge of 15% of the invoice value of the goods if cancelled before despatch and if after despatch a cancellation charge of 25% to cover restocking the product. In case of non-standard products the charge will be the full invoice value of goods.

Law and Jurisdiction:

The proper law of the contract shall be English law and any difference or dispute hereunder shall except where otherwise herein provided be dealt with by the courts of England. Save that we shall be entitled to bring the proceedings against you in the courts of jurisdiction where you reside or carry on business. You hereby submit to the jurisdiction of the English courts accordingly.

Raw Material Price Increase.

Upon advance written notice to the Customer in each instance, Impacta shall be entitled to an immediate adjustment to the unit price for a Product by the amount of the increase in Raw Materials cost where any increase in Raw Material costs increase the total unit price for the Product by more than 3 percent (3%). Impacta shall provide sufficient documentation to support any unit price adjustment in accordance with this.

Notice:

The sale contract may be varied only in writing and any notice or consent must also be in writing. The address for Service of any notice on you shall be your address referred to in our sale documentation.