

RONLY LIMITED TERMS AND CONDITIONS OF PURCHASE

1. INTERPRETATION

Definitions. In these Conditions, the following definitions apply:

Terms and Conditions: the terms and conditions set out in this document.

Contract: the contract between the Seller and the Buyer for the sale and purchase of the Goods in accordance with these Conditions.

Delivery Location: the delivery address or location set out in the Order.

Buyer: Ronly Limited, a company incorporated and registered in England and Wales number 06253273 having its registered address at 3rd Floor 201, Haverstock Hill, London, NW3 4QG.

Force Majeure: has the meaning given in clause 13.

Goods: the goods or "material" or other equivalent word or phrase (or any part of them) set out in the Order.

Order: the Buyer's order for the Goods, as set out in the Buyer's purchase order form.

Specification: any specification for the Goods, including any related designs, models, samples, plans and drawings, that is referred to or forms part of the Order and whether prepared by or on behalf of the Buyer, the Seller or jointly.

Seller: the person or firm from whom the Buyer purchases the Goods.

Working Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

The Seller and the Buyer shall be hereinafter referred to as party each, or together as parties.

2. BASIS OF CONTRACT

2.1 These Terms and Conditions together with any other terms, and conditions agreed between the Buyer and the Seller in writing constitute the entire contract between the Buyer and the Seller and shall prevail over any Terms and Conditions of the Seller.

2.2 Until superseded by any other Standard Terms and Conditions of the Buyer, or save as otherwise notified by the Buyer, these Terms and Conditions shall apply to all contracts entered into between the Buyer and the Seller.

2.3 These Terms and Conditions are to be read in conjunction with any other specific terms and conditions agreed between the Seller and the Buyer in connection with this Contract. In the event of any conflict between these Terms and Conditions and the specific terms and conditions as agreed then the specific terms and conditions shall take precedence.

3. THE GOODS

3.1 The Goods are described in the Contract, including and Specification, and the Seller shall ensure the Goods:-

3.1.1 correspond with their description and any applicable Specification;

3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Seller or made known to the Seller by the Buyer expressly or by implication;

3.1.3 where applicable, be free from defects in design, material, production, manufacture and workmanship and remain so for twenty four (24) months after delivery; and

3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.2 The quantity, quality and description of the Goods shall, save as provided in these Terms and Conditions, be as specified in the Contract and/or in any applicable specification supplied by the Buyer to the Seller or as agreed in writing by the Buyer.

3.3 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide the Buyer with all facilities reasonably required for such inspection and testing.

3.4 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the contract, and the Buyer so informs the Seller within 14 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance and shall permit the Buyer the opportunity to carry out further inspections and testing. If as a result of such further inspections or testing the Buyer is still not satisfied that the Goods will comply in all respects with the contract then the Buyer may, without prejudice to its other remedies, cancel this contract on giving notice of the same to the Seller. Seller has carried out its remedial actions.

4. QUALITY DETERMINATION

4.1 Prior to loading the Goods shall be inspected by a mutually acceptable independent surveyor at the Seller's expense. If any part of the Goods intended to be supplied does not comply with the quality specification set out in the Contract then the Buyer has the right to reject the Goods and require the Seller to replace the Goods with material complying with the agreed specification in the Contract at no cost and expense to the Buyer. If the Seller is unable to replace the material and/or the Buyer incurs costs and expenses by reason of rejecting part or all of the Goods then the Seller shall indemnify the Buyer for such proven loss, damage or expense so sustained. If and to the extent that the Buyer has made an advance payment in respect of goods rejected pursuant to the provisions of this Clause then the Seller shall immediately reimburse the Buyer for that part of the payment which relates to the goods so rejected. Interest at the rate of 12% per annum will be due and payable from the Seller in the event that repayment is not made within 72 hours of a request from the Buyer to do so.

4.2 The Buyer shall have the right at the discharge port to appoint at its cost an independent surveyor to carry out a further quality survey. If required by the Buyer the Seller shall send a representative to the discharge port to witness the survey within 24 hours of a request to do so. The Buyer shall notify the Seller of the surveyor's findings and shall advise whether the material has been accepted by the Buyer. In the

event that the surveyor's findings reveal non-compliance with the quality specifications in the Contract then the Seller shall be liable to indemnify the Buyer for all proven loss, damage, costs and/or expense which it may incur arising out of or in connection with such non-compliance including but not limited to claims for loss of profit. Further, if so required by the Buyer the Seller shall arrange and/or accept at its cost and expense the return of any Goods which do not comply with the quality specifications in the Contract. If required by the Buyer such Goods will be replaced by the Seller and all relevant costs including transport costs and duties in respect of such replacement goods shall be for the Seller's account.

5. QUANTITY DETERMINATION

5.1 The quantity of the Goods delivered shall be in accordance with the quantities stated in the Contract.

5.2 A mutually acceptable independent surveyor shall be appointed at the load port at the Seller's expense to ascertain the quantity loaded. The weight certified by the surveyor shall be used as the quantity to be inserted in the Bills of Lading and/or mates receipts issued for the Goods.

5.3 The Buyer shall have the right at the discharge port to appoint at its expense an independent surveyor to ascertain the weight of the Goods discharged. The discharge port surveyor's Certificate of Weight shall be final and binding on both parties.

6. WARRANTIES

6.1 The Seller warrants to the Buyer that the Goods:

(a) will be of merchantable quality and fit for any purpose held out by the Seller or made known to the Seller by the Buyer;

(b) will be free from defects in design, material and workmanship;

(c) will correspond with any relevant specification provided by the Buyer;

6.2 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

(a) breach of any warranty given by the Seller in relation to the Goods;

(b) any claim that the Goods infringe, or their importation, use or re-sale, infringes the patent, copyright, design right, trademark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specifications supplied by the Buyer;

(c) any act or omission of the Seller or its employees, agents or sub-contractors in supplying or delivering the Goods.

7. PACKING AND IDENTIFICATION OF THE GOODS

The Seller shall pack the Goods in a manner suitable for export and/or comply with any instructions with regard to packing as specified in the Contract. The Seller shall protect the Goods whilst they are under its control against all

damage, corrosion and deterioration. The Seller shall ensure that the Goods are clearly identified and marked as is specified in the Contract.

8. DELIVERY

8.1 The Seller agrees to transport the Goods at its own cost to the place of delivery as specified in the Contract or these Terms and Conditions.

8.2 The time for delivery of the Goods is of the essence of the contract.

8.3 If the Goods are to be delivered by instalments, the contract will be treated as a single contract and not severable.

8.4 If the Goods are not delivered on the due date then, without prejudice to its other remedies, the Buyer shall be entitled, but not bound, to do one or other of the following:-

(a) reject all or part of the Goods and treat the contract as repudiated by the Seller and purchase replacement Goods elsewhere, the Seller will fully indemnify the Buyer in respect of all and any loss thereby suffered and liability incurred by the Buyer; or

(b) deduct from the price of the Goods or (if the Buyer has already paid the price) claim from the Seller by way of liquidated damages for delay one per cent of the full contract price for every weeks delay, up to a maximum of fifteen per cent of the contract value.

9. REMEDIES

9.1 If the Goods are not delivered on the date they are due as referred to these Terms and Conditions, then, without limiting any of its other rights or remedies, the Buyer shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods to:

9.1.1 terminate the Contract;

9.1.2 reject the Goods (in whole or in part);

9.1.3 reject all or part of the Goods and treat the contract as repudiated by the Seller and purchase replacement Goods elsewhere, the Seller will fully indemnify the Buyer in respect of all and any loss thereby suffered and liability incurred by the Buyer and deduct from the price of the Goods or (if the Buyer has already paid the price) claim from the Seller by way of liquidated damages for delay one per cent of the full contract price for every weeks delay, up to a maximum of fifteen per cent of the contract value;

9.1.4 require the Seller to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

9.1.5 refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;

9.1.6 claim damages for any other costs, loss or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to carry out its obligations under the Contract; and/or

9.1.7 if the Seller fails to deliver the Goods within the shipment period then as compensation for their losses the Buyer shall have the right to claim from the Seller 2% of the value of the Contract for each 7 days of delay or pro rata thereof up to a maximum of 8 weeks.

9.2 In the event of any shortage being ascertained at the discharge port between the

surveyor's Certificate of Weight and the quantity stated in the Bill of Lading then the Seller shall reimburse to the Buyer the value of any Goods short delivered within a maximum of 30 days from the date of receipt of the Buyer's claim.

9.3 Any claims for quantity and quality must be notified by the Buyer to the Seller within 90 days from the date of discharge at the port of destination. The Seller is required to acknowledge the claim within 30 days of receipt of same. In the event that the Seller fails to acknowledge such claim then the Buyer shall be entitled to proceed as if the claim had been accepted by the Seller.

9.4 In the event that the Seller fails to settle the Buyer's claims within 30 days of receipt then interest shall be payable by the Seller at the rate of 12% per annum from the date when payment should have been made until the date when payment is made. These Conditions shall apply to any repaired or replacement Goods supplied by the Seller.

9.5 The Seller shall keep the Buyer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and legal and other professional fees and expenses awarded against or incurred or paid by the Buyer as a result of or in connection with:

9.5.1 any claim made against the Buyer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Seller, its employees, agents or subcontractors;

9.5.2 any claim made against the Buyer by a third party arising out of, or in connection with, the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Seller, its employees, agents or subcontractors; and

9.5.3 any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Seller, its employees, agents or subcontractors.

9.6 This clause shall survive termination of the Contract.

9.7 The Buyer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

10. TITLE, RISK AND INSURANCE

10.1 Title in the Goods shall pass to the Buyer immediately on payment of the Goods.

10.2 Risk in the goods shall pass to the Buyer at the time of delivery.

10.3 The Seller shall insure the Goods up to their full replacement value on all risks terms up until the delivery of the Goods to the Buyer. The Buyer shall be named as the sole loss payee on all Certificates of Insurance issued. Unless otherwise agreed after delivery, the Goods shall be insured by the Buyer at their cost.

11. PRICE AND PAYMENT

11.1 The price of the Goods shall be the price set out in the Order. Prices are fixed, and are not subject to increase on account of any variation in the cost of materials, labour, transport, taxes, duties or any costs whatsoever.

11.2 The price of the Goods includes the costs of packaging, insurance, carriage and delivery of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Buyer.

11.3 The Order will state whether the price of the Goods is inclusive or exclusive of VAT or any other taxes. If this is not stated on the Order, the price shall be inclusive of VAT or any other taxes. Where VAT is payable, the Buyer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

11.4 The Buyer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Seller under any contract against any amounts payable by it to the Seller under the Contract.

12. TERMINATION

12.1 The Buyer shall be entitled to cancel its order in respect of all or part only of the Goods by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the price for the Goods in respect of which the Buyer has exercised its rights of cancellation, less the Seller's net saving of costs arising from cancellation which sum shall include any sums received by the Seller in the event that the Goods are resold.

12.2 The Buyer shall be entitled (without prejudice to its other rights) to terminate the contract without liability by giving notice to the Seller at any time on the happening of any of the following events:-

(a) if the Seller shall be in breach of any of the conditions herein contained;

(b) if the Seller shall be in breach of any other contract between the Buyer and the Seller;

(c) if a receiver or receiver and manager is appointed or an encumbrancer shall take possession of all or any of the Seller's assets or revenues or an administrative receiver of the Seller is appointed;

(d) if the Seller ceases or threatens to cease carrying on business or if the Seller becomes insolvent or, in the case of a body corporate or a partnership, a resolution is passed for its winding up (except solely for the purpose of amalgamation or reconstruction) or an Order of any Court for its winding up is made or a receiver is appointed (whether administrative or otherwise), or in the case of an individual or partnership, he is or they are adjudicated bankrupt or payment of his or their debts is suspended in whole or in part or the Seller convenes a meeting of or proposes to or enters into any composition or arrangement with its creditors or a comparable act occurs under another jurisdiction; or

(e) if the Buyer reasonably apprehends that any of the events mentioned above is about to occur

in relation to the Seller and notifies the Seller accordingly.

13. FORCE MAJEURE

13.1 No failure or omission to carry out or observe any of the provisions of the Contract shall, except as herein expressly provided to the contrary, give rise to any claim against either party or be deemed to be a breach of the Contract if such failure or omission arises from any cause reasonably beyond the control of either party. For the purpose of the Contract such causes shall include, fire, flood, earthquake, wars or warlike actions, general strikes, governmental acts, export/import embargo or any other cause, whether similar or dissimilar beyond the reasonable control of such party and which such party is unable to overcome by the exercise of reasonable diligence and at a reasonable cost.

13.2 The existence of a circumstance of force majeure shall be confirmed by the Chamber of Commerce in the country where the event of force majeure has occurred. In the event that a circumstance of force majeure directly affects a party's ability to fulfil any of its contractual obligation by the due date then the time of fulfilment of such contractual obligations shall be extended for the period equal to that during which the event of force majeure continues.

13.3 Either party shall immediately notify the other party in writing of the beginning of the force majeure period, its likely duration and when it has ended. Any failure to notify as required by this sub-clause shall disentitle the party claiming an event of force majeure from relying upon it as an excuse for the non-fulfilment of its contractual obligations.

13.4 If an event of force majeure continues for a period exceeding one month then either party may cancel terminate the Contract and in such event neither party shall claim against the other for any losses save that where the Buyer has made part or full payment of the Goods prior to delivery having taken place then the Seller shall forthwith return to the Buyer any payments made within 72 hours. Any delay in repayment shall oblige the Seller to pay interest to the Buyer at the rate of 12% per annum for each day of the delay.

14. GENERAL

14.1 Assignment and subcontracting.

14.1.1 The Buyer may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

14.1.2 The Seller may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without the Buyer's prior written consent.

14.2 Notices.

14.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any 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, or sent by pre-paid first class post, recorded delivery, commercial courier, fax or email.

14.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address of registration; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the first Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, on the day of transmission.

14.3 Severance.

14.3.1 If any court or competent authority finds that any provision of the Contract or these Terms and Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

14.3.2 If any invalid, unenforceable or illegal provision of the Contract or these Terms and Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

14.4 **Waiver.** A waiver of any right or remedy under the Contract or these Terms and Conditions is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

14.5 **Third party rights.** A person who is not a party to the Contract or these Terms and Conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term and shall not have any rights under or in connection with the Contract or these Conditions.

14.6 **Variation.** Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.

14.7 **Headings.** Headings in these Conditions are for convenience only and shall not affect their interpretation.

14.8 **Governing law and jurisdiction.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

14.9 Bribery and Corruption

Each party represents and warrants that prior to and during the performance of the Contract:

(a) it has and will continue to 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; and

(b) it has and shall maintain in place its own policies and procedures to prevent bribery and corruption including but not limited to the procedures required by the Bribery Act 2010; and

(c) it and any of its officers, employees, shareholders, representatives or agents has not and will not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and

(d) it shall immediately notify the other party any breach of any applicable law, statute regulation or code relating to anti bribery and anti-corruption including but not limited to the Bribery Act 2010.

14.10 Anti-slavery and human trafficking

14.10.1 In performing its obligations under the Contract and/or these Terms and Conditions, the Seller shall:

(a) comply with all applicable anti-slavery and human trafficking laws, statutes, from time to time in force including but not limited to the Modern Slavery Act 2015; and

(b) comply with the Anti-slavery policy of the Buyer or have and maintain throughout the term of the Contract its own policies and procedures to ensure its compliance; and

(c) 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; and

(d) ensure that each of its subcontractors and Sellers shall comply with the anti-slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015.

14.10.2 The Seller represents and warrants that at the date of each purchase order neither the Seller nor any of its officers, employees or other persons associated with it:

(i) has been convicted of any offence involving slavery and human trafficking; and

(ii) having made reasonable enquiries, so far as it is aware has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

14.10.3 The Seller shall implement due diligence procedures for its subcontractors, and sellers, to ensure that there is no slavery or human trafficking in its supply chains.

14.10.4 The Seller undertakes not to purchase any raw materials or sources that has been sourced from producers or manufacturers using forced labour in its operations.

14.10.5 The Seller shall indemnify the Buyer for any losses, damages and expenses for failure to comply with this clause and/or if the Seller shall not perform its obligations pursuant to the Order or the Contract due to anti-slavery and human trafficking laws and statutes.

14.11 Malicious software

If the Seller has brought malicious software, advanced persistent threats, ransomware, distributed denial of service attacks, domain theft or other cyber security risk into the Buyer's system or cannot perform its obligations set out in these Terms and Conditions or the Contract due to an interruption or failure of its IT systems, the Seller should make good any loss to the Buyer due to this fault.

15. Data Protection

We take your privacy seriously, therefore we might use your data for purchasing pursuant to this contract purposes and the explanation of how we use your data (a fair processing notice) can be found on our web-site.