



Conditions of Sale

TCS CONDITIONS OF SALE

1. Conditions. TCS agrees to sell the Goods to the Buyer and the Buyer agrees to buy the Goods on these Conditions, to the exclusion of all other terms and conditions (e.g. any terms that the Buyer seeks to impose or incorporate, or any terms and conditions which would otherwise be implied by law, trade custom, practice or course of dealing). Any variation to these Conditions shall be void unless agreed in writing by TCS.
2. Price and Payment. The Price is exclusive of VAT. The Buyer shall pay TCS the Price (together with VAT and any other costs which the parties have agreed are to be borne by the Buyer) within 30 days of the date of the invoice. Time for payment shall be of the essence. Interest on overdue invoices shall accrue from the date when payment becomes due until the date of payment at the rate of 5% above HSBC Bank PLC's base rate from time to time or at the rate of 5% a year for any period when that base rate is below 0%.
3. Adjustments: (a) If the costs that TCS incurs in connection with the Goods turn out to be more than 15% greater than TCS reasonably anticipated that they would be when the Buyer placed its order for the Goods, TCS shall be entitled to increase the Price by the excess over 15% (TCS itself bearing the first 15%). TCS shall notify the Buyer in writing of any such increase. (b) If TCS delivers up to 5% more or less than the quantity of the Goods ordered the Buyer may not reject them, but on receipt of notice from the Buyer that the wrong quantity of Goods was delivered, TCS shall make a pro rata adjustment to the invoice for the Goods.
4. Implied and Express Terms. 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 any contract made between TCS and the Buyer. The Buyer acknowledges that it may not rely on any statement, promise, representation, assurance or warranty by TCS that is not expressly set out in the Contract.
5. Delivery. Any dates quoted for delivery of Goods are approximate only. TCS shall arrange for the carriage of Goods to the Buyer's address or such other address as may be agreed between the parties.
6. Illustrations, Samples etc and Intellectual Property. The specifications, patterns, photographs, samples and other related items or information provided by TCS to the Buyer shall remain the property of TCS and shall not be disclosed by the Buyer to any third party without the prior consent of TCS. If as between the Buyer and TCS, the Buyer is responsible for the original concept of any Goods or their design, the Buyer shall indemnify TCS against any cost or expense that TCS may reasonably suffer or incur as a result of any third party claiming that the Goods infringe its intellectual property rights. If any Goods include any design or branding supplied by the Buyer to TCS, the Buyer shall indemnify TCS against any cost or expense that TCS may reasonably suffer or incur as a result of any third party claiming that that design or branding infringes its intellectual property rights.
7. Specification. TCS reserves the right to amend the design or specification of the Goods if reasonably required to ensure the Goods comply with any applicable statutory or regulatory requirement.
8. Defects. The Buyer shall inspect Goods on delivery and shall within 7 days of delivery notify TCS of any



alleged defect, shortfall in quantity, damage or failure to comply with description or sample. If the Buyer shall fail to comply with these provisions the relevant Goods shall be conclusively presumed to be in accordance with the contract for their supply and free from any defect or damage which would be apparent on a reasonable examination of the relevant Goods and the Buyer shall be deemed to have accepted the relevant Goods. Where any valid claim in respect of any Goods is based on any defect in the quality or conditions of those Goods TCS shall be entitled to replace the relevant Goods or, at its discretion, to refund to the Buyer the appropriate proportion of the Price.

9. Liability. Nothing in these Conditions shall limit TCS's liability for death or personal injury caused by negligence. Subject thereto, TCS's liability to the Buyer (whether for any breach of contract or otherwise) in respect of any Goods shall not in any event exceed the Price for those Goods. TCS shall not be liable to the Buyer for any of the following: Any loss of profit, sales, business or contracts; any loss of anticipated savings; any loss of or damage to goodwill; any indirect or consequential loss, expense or damage suffered or incurred by the Buyer; nor any liability incurred by the Buyer to third parties. TCS shall not be liable if the Buyer or any of its agents or any end user of the Goods fails to follow any reasonable instructions relating to the storage, installation, use or maintenance of the Goods. TCS shall not be liable for any defect in the Goods arising as a result of fair wear and tear, wilful damage or negligence taking place after delivery.

10. Risk. Goods shall be at the Buyer's risk from delivery.

11. Title. In spite of delivery having been made, title in Goods shall not pass from TCS until the Buyer shall have paid the Price for those Goods in full. After delivery of Goods and until title in the relevant Goods passes to the Buyer: (i) the Buyer shall hold the relevant Goods on a fiduciary basis as Bailee for TCS and shall keep the relevant Goods properly stored, insured and identified as TCS's property and separate from those of the Buyer or any third parties; (ii) TCS shall be entitled to the Price (plus VAT) even though property in the relevant Goods has not passed from TCS; (iii) the Buyer shall not charge by way of security any of the relevant Goods, for so long as they remain the property of TCS; (iv) the Buyer shall upon request, deliver up the relevant Goods, upon request to the Buyer and if the Buyer fails to do so, TCS may enter upon any premises owned occupied or controlled by the Buyer where the relevant Goods are situated and repossess them.

12. Force Majeure. TCS shall not be liable for any failure or delay in performing any of its contractual obligations to the Buyer that results from a Force Majeure Event (as defined below). If a Force Majeure Event occurs: (i) TCS shall promptly notify the Buyer. (ii) TCS shall use its reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations. (iii) TCS shall not be in breach of contract or otherwise liable for any failure or delay in the performance of its obligations that results from the Force Majeure Event.

13. Default or Insolvency of Buyer. If the Buyer commits any breach of these Conditions, or if the Buyer becomes unable to pay its debts as they fall due (within the meaning contained in the Insolvency Act 1986), or if being a limited company, a resolution is passed or an order made for the winding-up of the Buyer or if a receiver shall be appointed over all or a substantial part of the Buyer's assets all sums owing in respect of the Goods shall become payable immediately. TCS may thereupon, in absolute discretion and without prejudice to any other rights it may have: (i) suspend all future deliveries of Goods to the Buyer (ii) terminate any contract between TCS and the Buyer without liability on TCS's part and (iii) enter upon any premises owned occupied or controlled by the Buyer where any of Goods are situated and repossess them.

14. Set-off. The Buyer may not withhold payment of any TCS invoice or other amount due to TCS by reason



of any right of set-off or counterclaim which it may have or allege to have.

15. Assignment. The Buyer may not assign its rights or obligations hereunder without the prior consent of TCS.

16. Law. These terms and conditions and any contract made between TCS and the Buyer shall be subject to English law and to the jurisdiction of the English courts.

17. Definitions. In these Conditions "Buyer" means the person to whom TCS agrees to sell the Goods; "Conditions" means these terms and conditions; "Contract" means the contract between TCS and the Buyer in relation to the sale of the Goods; "Goods" means the goods sold or to be sold by TCS to the Buyer; "Price" means the price for the Goods which (unless otherwise stated by TCS in writing) excludes VAT; and "TCS" means TCS (Europe) Limited, registered no. 5968915. In addition "Force Majeure Event" means an event or circumstance outside TCS's reasonable control, including: (i) acts of God, natural disasters, severe weather (including heatwaves, freezes, storms, gales, hurricanes, cyclones and typhoons), floods, wildfires, droughts, landslides and earthquakes; (ii) epidemics and pandemics; (iii) nuclear, chemical and biological contamination; (iv) collapse of buildings, fires, explosions and accidents; (v) labour or trade disputes, strikes, industrial action and lockouts; (vi) interruption or failure of a utility service or power supply; (vii) disruption or failure of an information technology or communication system due to hacking, cyber-attack or other third party action; (viii) non-performance by suppliers or sub-contractors; (ix) transport, shipping and customs delays; (x) any law or any action taken by any local, national or international government, body or authority (including the United Nations, the North Atlantic Treaty Organisation and the European Union), including: (a) orders, rulings, protocols, directives, declarations, sanctions, bans, embargos, prohibitions, export or import restrictions and quotas; and (b) any delay, refusal or omission to grant any necessary licence or consent; (xi) terrorist action or threat thereof and any steps in response thereto; (xii) armed conflict or other military action, international or civil war, invasion or unlawful annexation of territory or other breaches of international law, civil commotion or unrest, protests, marches and riots; and any steps taken in preparation for or in response to any of the foregoing; and (xiii) breaking off of diplomatic relations and the withdrawal of diplomatic or consular staff. For the purposes of this definition, any words that follow the word "including" shall be interpreted as illustrative and shall not limit the sense of the words preceding the word "including".