TERMS AND CONDITIONS OF SALE

1 INTERPRETATION

1.1. Definitions:

"Business Day" a day (other than a Saturday, Sunday or UK Public Holiday) when banks in London are open for business;

"**Conditions**" the Terms and Conditions set out in this document as amended from time to time in accordance with clause 17.6;

"**Company**" either Broadwater Mouldings Limited registered in England and Wales with company number 01025838, VAT (Value Added Tax) registered number 322857204 and EORI number GB322857204000) or Hatcher Components Limited registered in England and Wales with company number 01025842, VAT (Value Added Tax) registered number 322857302 and EORI number GB322857302000) whose registered offices are at Broadwater Road, Framlingham, Suffolk, IP13 9LL, as set out in the Contract;

"**Contract**" the contract between the Company and the Purchaser for the sale and purchase of the Goods and/Services in accordance with these Conditions;

"**Delivery**" has the meaning given in clause 5.3.

"Delivery Date" the date that the Goods will be delivered or the Services performed, as set out in the Order.

"**Delivery Location**" has the meaning given in clause 5.1.

"**Force Majeure Event**" an event or circumstance beyond a party's reasonable control (including, but not limited to, strike, lockout, protest or other industrial dispute, fire, explosion, epidemic, flood, storm, tempest, Act of God, stoppage or substantial interference with transport or substantial interference with the supply of gas, water or electricity, prohibition of import or export, Government decree or requirement whether local or national, riots, wars, act of terrorism, civil commotion or any other contingency of any kind whatsoever beyond the control of the Company);

"**Goods**" the goods (or any part of them) set out in the Order;

"Insolvency Event" means in respect of either party any action, proceedings, procedure or step is taken for: (a) the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise); or (b) the composition, compromise, assignment or arrangement with any creditor; or (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of a party or any of its assets; or (d) the other party (being an individual) is the subject of a bankruptcy petition or order; or (e) any event occurs in relation to a party similar to those in (a) to (d) (inclusive) under the laws of any applicable jurisdiction;

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights owned or used by the Company, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**Order**" the Purchaser's order for the Goods and/or Services, as set out in the Purchaser's order form;

"Performance Location" has the meaning given in clause 5.2.

"Purchaser" the person(s), firm or company who purchases the Goods and/or Services from the Company;

"Services" the services (or any part of them) set out in the Order;

"**Specification**" means the specification for the Goods and/or Services, including but not limited to, any specification of the Goods and/or Services in the Company's catalogue / website / price list or any related plans, drawings and designs that are agreed in writing by the Company and the Purchaser.

1.2 Any reference in the Contract or these Conditions to any provision of an Act of Parliament or statutory instrument shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, re-enacted, extended or replaced.

2 BASIS OF CONTRACT

2.1 Unless otherwise agreed in writing by the Company, these Conditions shall apply to all Contracts and shall apply to the exclusion of all and shall prevail over all other terms or conditions incorporated in, or referred to by the Purchaser in the Order, including any confirmation of order specification or other document, or any negotiations between the Company and the Purchaser (whether written or oral). Any conduct by the Purchaser in confirmation of any transaction with the Company after receipt by the Purchaser of these Conditions shall constitute unqualified acceptance by the Purchaser hereof.

2.2 An Order constitutes an offer by the Purchaser to purchase the Goods and/or Services in accordance with these Conditions. The Purchaser is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Purchaser 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 Purchaser waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Purchaser that is inconsistent with these Conditions.

2.5 Any quotation given by the Company shall not constitute an offer for sale or a representation that those Goods and/or Services are available for sale and no Contract will come into existence until the Company despatches an acknowledgement of Order to the Purchaser. After an Order has been accepted, it may not be cancelled or suspended without the Company's prior written consent which consent the Company may give or withhold in its absolute discretion. Cancellation will not be accepted once the Company has completed 50% or more of the Contract. At that stage payment in full will be required.

2.6 Unless otherwise stated in the Company's quotation, any quotation is valid for a period of 30 Business Days from its date of issue, provided that the Company has not previously withdrawn it.

2.7 Any reference in the Contract or these Conditions to any provision of an Act of Parliament or statutory instrument shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, re-enacted, extended or replaced.

3 THE GOODS AND SERVICES

3.1 The Goods and/or Services are described in the Company's catalogue / website / price list as modified by any applicable Specification.

3.2 Any samples, prototypes, drawings, descriptive matter or advertising supplied by the Company and any descriptions or illustrations contained in the Company's price list, advertisements, catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and/or Services referred to in them. They shall not form part of the Contract nor have any contractual force.

3.3 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Purchaser, the Purchaser 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 reasonable 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 of or in connection with the Company's use of the Specification. This clause shall survive termination of the Contract.

3.4 The Company reserves the right to amend the Specification of the Goods if required by any applicable statutory or regulatory requirements.

4 INTELLECTUAL PROPERTY RIGHTS

4.1 All Intellectual Property Rights in or arising out of or in connection with the Goods manufactured in accordance with the Specification of the Purchaser shall be owned by the Purchaser or any applicable third party. The Purchaser acknowledges that in respect of any third party Intellectual Property Rights in the Goods, the Purchaser's use of any such Intellectual Property Rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to license such rights to the Purchaser.

4.2 All Intellectual Property Rights in or arising out of or in connection with the Goods manufactured in accordance with the Specification of the Company shall be owned by the Company.

5 DELIVERY OF GOODS AND PERFORMANCE OF SERVICES

5.1 The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**"Delivery Location"**).

5.2 The Company shall perform the Services at the location set out in the Order or such other location as the parties may agree (**"Performance Location"**).

5.3 Regardless of any Incoterm noted in the Contract, Delivery shall be deemed to be completed on the unloading of the Goods or the performance of the Services at the Delivery Location or at the Performance Location (as applicable) ("**Delivery**").

5.4 Unless otherwise agreed in writing, the Delivery Dates are estimates only. The Company shall use its reasonable endeavours to meet any Delivery Dates specified in the Order but time is not of the essence for Delivery. The Company shall not be liable for any delay in Delivery of the Goods that is caused by a Force Majeure Event or the Purchaser's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods and/or Services.

5.5 If the Company fails to despatch the Goods within thirty Calendar Days of the Delivery Date as a result of the Company's failure to comply with its obligations under the Contract, then except where such failure is caused by a Force Majeure Event or the Purchaser's failure to comply with the terms of the Contract, the Company's liability to the Purchaser shall be limited to the costs and expenses incurred by the Purchaser in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

5.6 If the Company is unable to deliver the Goods on the Delivery Date as a result of the Purchaser's failure to comply with its obligations under the Contract, then:

5.6.1 Delivery of the Goods in the United Kingdom shall be deemed to have been completed at 9.00 am on the third Business Day after the date of despatch; or

5.6.2 Delivery of the Goods outside of the United Kingdom shall be deemed to have been completed at 9.00 am on the seventh Business Day after the date of despatch; and

5.6.3 the Company shall store the Goods until Delivery takes place, and charge the Purchaser for all related costs and expenses (including insurance).

5.7 If:

5.7.1 seven Business Days after the Delivery Date for the delivery of Goods in the United Kingdom the Purchaser has not accepted Delivery of the Goods; or

5.7.2 ten Business Days after the Delivery Date for the delivery of Goods outside of the United Kingdom the Purchaser has not accepted Delivery of the Goods, 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 Purchaser for any excess over the price of the Goods or charge the Purchaser for any shortfall below the price of the Goods.

5.8 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Purchaser (**"Purchaser Default"**):

5.8.1 without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Purchaser remedies the Purchaser Default, and to rely on the Purchaser Default to relieve it from the performance of any of its obligations in each case to the extent the Purchaser Default prevents or delays the Company's performance of its obligations;

5.8.2 the Company shall not be liable for any costs or losses sustained or incurred by the Purchaser arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause; and

5.8.3 the Purchaser shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Purchaser Default.

6 PRICES

6.1 The price of the Goods and/or Services shall be the price set out in the Order, or, if no price is quoted, the price set out in the Company's published price list in force at the date of Delivery.

6.2 The Company may, by giving notice to the Purchaser 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:

6.2.1 any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, an increases in labour, materials and other manufacturing costs);

6.2.2 any request by the Purchaser to change the Delivery Dates, quantities or types of Goods and/or Services ordered, or the Specification; or

6.2.3 any delay caused by any instructions of the Purchaser or failure of the Purchaser to give the Company adequate or accurate information or instructions.

6.3 The price of the Goods and/or Services:

6.3.1 unless otherwise specified in the Order, excludes amounts in respect of value added tax (VAT), which the Purchaser shall additionally be liable to pay to the Company at the prevailing rate, subject to the receipt of a valid VAT invoice; and

6.3.2 excludes the costs and charges of packaging, packing, installation, insurance and transport of the Goods, which shall be invoiced to the Purchaser.

7 PAYMENT

7.1 The Company may invoice the Purchaser for the Goods and/or Services on or at any time after Delivery, and time of payment shall be of the essence.

7.2 Unless otherwise agreed in writing, the Purchaser shall pay the invoice in full and in cleared funds in the currency specified in the Order within thirty Calendar Days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Company.

7.3 If the Purchaser fails to make any payment due to the Company under the Contract by the due date for payment, then the Company may (without prejudice to any rights or remedies it may have):

7.3.1 suspend Delivery under all or any Contracts with the Purchaser; and/or

7.3.2 charge the Purchaser statutory interest and compensation for debt recovery under the Late Payment of Commercial Debts (Interest) Act 1998; and/or

7.3.3 give written notice that if any sum remains unpaid for 14 Business Days thereafter the Company shall be entitled to treat any or all Contracts with the Purchaser as having been terminated by the Purchaser and shall be entitled to claim damages for wrongful repudiation of such Contracts by the Purchaser.

7.4 The Purchaser shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Purchaser may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Purchaser against any amount payable by the Company to the Purchaser.

7.5 All sums payable to the Company under the Contract shall become due immediately upon the occurring of any events specified in clause 16 despite any other provision.

8 RISK

The risk in the Goods shall pass to the Purchaser on completion of Delivery.

9 INSTALMENTS

When Delivery is to be made by instalments, each Delivery is to be treated as a separate contract and failure by the Company to make any one Delivery in whole or in part shall not give the Purchaser any right to terminate any other contract or to refuse other Deliveries.

10 LIABILITY FOR DEFECTS

10.1 The Company warrants that the Goods are manufactured with all reasonable care and skill and, where applicable, comply with the Specification set out in the Company's published literature that relates to the Goods and/or any written Specification agreed between the Company and the Purchaser at the time of the Order and that the Goods are of satisfactory quality.

10.2 All descriptions and other particulars supplied by the Company in catalogues, price lists, brochures or other documents issued by the Company or statements made orally by the Company or its agent or employees are given for information only and will not form part of the Contract.

10.3 Where a sample of the Goods is shown to and inspected by the Purchaser, the Purchaser accepts that such a sample is representative in nature and the bulk of the Order may differ slightly as a result of the manufacturing process.

10.4 The Purchaser acknowledges that it is relying on its own expertise and knowledge and not that of the Company in entering into the Contract and the Purchaser is solely responsible for satisfying itself as to the suitability of the Goods for any particular purpose and relies solely on its own skill and judgement and not the Company's skill and judgement in determining such suitability.

10.5 If any of the Goods shall be found to be defective, the Company shall not be in breach of any of the warranties in clause 10.1 above unless:

10.5.1 such defects are reported by the Purchaser in writing to the Company in the case of apparent defects within ten Business Days of Delivery and in the case of latent defects within ten Business Days of the date on which those defects could have been reasonably first identified;

10.5.2 the Purchaser gives the Company's representative adequate opportunity to inspect the Goods and remove samples for analysis and (if asked to do so by the Company) return such Goods to the Company's place of business at the Company's cost for the examination to take place; and

10.5.3 the Purchaser has used, kept, maintained or dealt with the Goods properly in accordance with the Company's instructions and the Purchaser has forthwith ceased using the Goods.

10.6 Subject to clause 10.5, if the Goods do not conform with the warranties in clause 10.1 the Company shall, at its option, either repair or replace the Goods (or the defective parts) at the place of Delivery or credit the Purchaser against its invoice with the price of the defective Goods.

10.7 If the Company complies with this clause 10 it shall have no further liability for a breach of the warranties in clause 10.1 in respect of such Goods.

11 INSURANCE

11.1 During the term of the Contract, the Purchaser shall maintain in force adequate and appropriate insurance cover for all of its property and/or the property of its associates, agents or customers, which is stored, loaned or otherwise kept on the Company premises. This includes, but is not limited to: vehicles, tooling, prototypes and samples, drawings and patterns.

11.2 In the event of loss and/or damage of Purchaser's property whilst on Company premises, the Company shall not be responsible for seeking compensation on behalf of the Purchaser under the Company policies. The Company expects that the loss and/or damage is covered by the Purchasers insurance.

11.3 The Purchaser shall, on the Company's request, produce both the insurance certificate proving cover for their property, giving details of cover, and confirmation of payment for the year's premium in respect of such insurance.

12 COMPLIANCE WITH REGULATIONS AND SUITABILITY

It is the Purchaser's responsibility to ensure that the Goods comply with any relevant regulations relating to their use and the Company shall not incur any liability in respect thereof nor in respect of any modifications to the Goods including their fitting to other products not supplied by the Company.

13 LIMITATION OF LIABILITY

13.1 Nothing in these Conditions shall limit or exclude the Company's liability for:

13.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

13.1.2 fraud or fraudulent misrepresentation;

13.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

13.1.4 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

13.2 Subject to clause 13.1:

13.2.1 the Company shall under no circumstances whatsoever be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

13.2.2 the Company's total liability to the Purchaser in respect of all other losses 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 total price of the Goods or the total cost of the performance of the Services as set out in the Contract to which the liability relates.

13.3 The Company makes no representations, express or implied, as to the suitability of the cab extensions or sleeper modules for use with, or fitting on, any vehicle. All warranties and conditions are hereby excluded. Subject to section 2 of the Unfair Contract Terms Act 1977, the Company shall not be liable, whether in contract or otherwise, for any loss and damage howsoever arising, caused by or contributed to, by the fitting of the cab extension or sleeper module to any vehicle whether by the Purchaser or any third party.

13.4 The Company makes no representations, express or implied, as to the suitability of the chutes or parts thereof, for use with certain types of abrasive packaging materials. In all cases, the Purchaser shall satisfy themself that the chutes are suitable for the intended purpose, whether by the Purchaser or any third party.

14 FORCE MAJEURE

If performance of the Contract is prevented or suspended by a Force Majeure Event, the Company shall be entitled to, at its sole option:

14.1 such extension of time for performance of the Contract by the Purchaser as the Company shall reasonably require; or

14.2 terminate the Contract; or

14.3 reduce the volume of the Goods ordered by the Purchaser,

in each case without any liability to the Purchaser.

15 OWNERSHIP OF GOODS

15.1 Ownership of the Goods shall not pass to the Purchaser until the Purchaser has paid in full (in cash or cleared funds in the currency specified in the Order) for the Goods and for any other goods supplied by the Company in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

15.2 Until ownership to the Goods has passed to the Purchaser, the Purchaser shall:

15.2.1 store the Goods separately from all other goods held by the Purchaser so that they remain readily identifiable as the Company's property;

15.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

15.2.3 maintain the Goods in satisfactory condition and keep them insured, with a reputable insurance company, against all risks for their full price from the date of Delivery (and, on request, the Purchaser shall produce the policy of insurance and a receipt for the current year's premium to the Company);

15.2.4 notify the Company immediately if it becomes subject to any of the events listed in clause 17; and

15.2.5 give the Company such information relating to the Goods as the Company may require from time to time.

15.3 Subject to clause 15, the Purchaser may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Purchaser receives payment for the Goods. However, if the Purchaser resells the Goods before that time:

15.3.1 it does so as principal and not as the Company's agent; and

15.3.2 title to the Goods shall pass from the Company to the Purchaser immediately before the time at which resale by the Purchaser occurs.

15.4 Subject to the Purchaser suffering an Insolvency Event, the Purchaser may resell the Goods before ownership has passed to it solely on the following conditions:

15.4.1 any sale shall be affected in the ordinary course of the Purchaser's business at full market value; and

15.4.2 any such sale shall be a sale of the Company's property on the Purchaser's own behalf and the Purchaser shall deal as principal when making such a sale.

15.5 The Purchaser shall not be entitled to encumber, pledge or in any way charge by way of security for any indebtedness or otherwise any of the Goods which remain the property of the Company, but if the Purchaser does so all monies owing by the Purchaser to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

16 DEFAULT / TERMINATION

16.1 Without prejudice to any other rights that it may have, the Company may terminate the Contract with immediate effect by giving notice in writing to the Purchaser if:

16.1.1 the Purchaser commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to agree a remedy with the Company for that breach within 14 Business Days after receipt of notice in writing of the material breach;

16.1.2 the Purchaser suffers an Insolvency Event;

16.1.3 the Purchaser suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.

16.2 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Purchaser if the Purchaser fails to pay any amount due under the Contract on the due date for payment.

16.3 Without limiting its other rights or remedies, the Company may suspend the supply of all further deliveries of Goods under the Contract or any other contract between the Purchaser and the Company if the Purchaser fails to pay any amount due under this Contract on the due date for payment, the Purchaser becomes subject to an Insolvency Event, or the Company reasonably believes that the Purchaser is about to become subject to any of them.

16.4 Where the Purchaser is situated outside of the United Kingdom the Company shall be entitled to the same rights and remedies in these Conditions if any event occurs which is analogous to the events described in clause 16.

16.5 On termination of the Contract for any reason:

16.5.1 the Purchaser shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of the Goods supplied by the Company for which no invoice has yet been submitted, the Company shall submit an invoice, which shall be payable by the Purchaser immediately on receipt;

16.5.2 the Purchaser shall return all of the Company's Goods which have not been fully paid for. If the Purchaser fails to do so, then the Company may enter the Purchaser's premises and take possession of them. Until they have been returned, the Purchaser shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

16.5.3 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

16.5.4 conditions which expressly or by implication have effect after termination shall continue in full force and effect.

17 GENERAL

17.1 Any notice to be given under these Conditions shall be in writing and delivered by hand or sent by prepaid first class post to:

17.1.1 Company: its registered office or such other address as shall be notified to the Purchaser by the Company from time to time;

17.1.2 Purchaser: its registered office of the addressee (if it is a company) or (in any other case) such other address as notified to the Company by the Purchaser.

17.2 Communications shall be deemed to have been received if sent by prepaid first class post, two Business Days after posting; if delivered by hand on the day of delivery; or, if sent by email, one Business Day after transmission.

17.3 No failure or delay by the Company in exercising or partially enforcing any of its rights under any Contract shall operate as a waiver of that or any other right under that Contract or any other Contract.

17.4 The Purchaser may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner any of its rights or obligations under the Contract.

17.5 The parties to the Contract do not intend that any of its terms will be enforceable by any person not a party to it pursuant to the Contracts (Rights of Third Parties) Act 1999.

17.6 No variation of these Conditions or the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.7 If any of these Conditions shall become or shall be declared by any court, tribunal or administrative body of competent jurisdiction to be wholly or partially illegal, invalid, void, voidable, unreasonable or unenforceable in any way, such provision shall be deemed severable without, as far as possible, modifying any other clause or part of these Conditions and this shall not affect any other provisions of these Conditions which shall remain in full force and effect.

18 DATA PROTECTION

The Company undertakes to comply with the Data Protection Act 1998 and any replacement legislation from time to time in force including, but not limited to, the UK General Data Protection Regulation to the fullest extent necessary.

19 VARIATIONS

The Company reserves the right to make substitutions and modifications to the Specification of the Goods ordered by the Purchaser provided that they do not materially affect performance.

20 GOVERNING LAW OF THE CONTRACT

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.

21 JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.