

PEI-GENESIS (UK) LIMITED TERMS AND CONDITIONS

The following are the terms and conditions of PEI-Genesis (UK) Limited ("PEI-Genesis") for the sale of goods

1 Introduction

1.1 In these Terms:-

- "**Contract**" means any contract between PEI-Genesis and the Customer for the purchase and sale of the Goods;
- "**Customer**" means the person whose order is accepted by PEI-Genesis in writing;
- "**Goods**" means all goods which are supplied to the Customer by PEI-Genesis under any contract between them;
- "**Intellectual Property Rights**" means all copyright, database rights, topography rights, design rights, trademarks, trade names, utility models, patents, domain names and any other intellectual property rights of a similar nature (whether or not registered) subsisting anywhere in the world in or associated with the Goods; and
- "**Terms**" means the standard terms and conditions set out in this document and including any special terms and conditions agreed in writing between the Customer and PEI-Genesis.

1.2 Any reference in these Terms to any provision of a statute or statutory instrument shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

1.4 A reference to **writing** or **written** includes fax but not e-mail.

1.5 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Basis of Sale

2.1 The Customer's written order constitutes an offer by the Customer to purchase the Goods in accordance with these Terms. The Customer is responsible for ensuring that the terms of its order and any applicable specification are complete and accurate.

- 2.2 The Customer's written order shall only be deemed to be accepted when the PEI-Genesis issues a written acceptance of the order, at which point the Contract shall come into existence.
- 2.3 The Contract constitutes the entire agreement between the parties. These Terms shall govern the Contract to the exclusion of any other terms and conditions accompanying the order or proposed at any stage by the Customer in correspondence or elsewhere or implied by trade, custom practice or course of dealing.
- 2.4 PEI-Genesis' employees or agents are not authorised to make any representations concerning the Goods unless confirmed by PEI-Genesis in writing. In entering into a contract the Customer acknowledges that it does not rely on, and waives any claim for breach arising from, any such representations which are not so confirmed. PEI-Genesis takes all reasonable care to ensure that the information and prices relating to the Goods are correct at the time the relevant information is provided to the Customer. In the event that, despite PEI-Genesis' reasonable efforts, we find that information relating to the Goods is incorrect PEI-Genesis will inform the Customer to inform it of this error and PEI-Genesis will give the Customer the option of continuing to purchase the Goods, subject to the correct information, or cancelling the order. For the avoidance of doubt, if any pricing error is obvious and unmistakable and could have reasonably been recognised as a mispricing, PEI-Genesis does not have to provide the Goods to the Customer at the incorrect (lower) price.
- 2.5 Whilst every effort is made to ensure that the description and illustrations contained in the catalogues, price lists and other advertisements of PEI-Genesis are accurate and current, they shall not form part of the Contract and PEI Genesis shall not be liable in respect thereof.
- 2.6 No variation to the Contract shall be binding unless agreed in writing by the authorised representatives of the Customer and PEI-Genesis.

3 Formation of Contract and Specifications

- 3.1 Any quotation issued by PEI-Genesis is valid for 30 days only and does not represent an obligation until PEI-Genesis accepts the Customer's order. PEI-Genesis reserves the right to withdraw or revise a quotation at any time prior to acceptance of the Customer's order.
- 3.2 If the Goods are to be supplied or assembled in accordance with a specification submitted by the Customer:-
- 3.2.1 The Customer shall be responsible for ensuring that the specification is complete and accurate and that the Goods referred to in it are suitable for and fulfil the Customer's requirements;
- 3.2.2 The Customer shall be responsible for giving all necessary information within a sufficient time to enable PEI-Genesis to perform the Contract;

- 3.2.3 The Customer shall indemnify PEI-Genesis against all loss, damages, costs and expenses incurred by PEI-Genesis in connection with a claim for infringement of a patent, copyright design, trade mark or other intellectual property rights of any other person which results from PEI-Genesis' use of the Customer's specification; and
- 3.2.4 PEI-Genesis shall not be liable to the Customer if the Goods have been assembled in accordance with the Customer's specification.
- 3.3 The quantity and description of the Goods shall be as set out or referred to in PEI-Genesis' written acceptance of the Customer's order.
- 3.4 PEI-Genesis reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where Goods are to be supplied to PEI-Genesis' specification, which do not materially affect the quality or performance of the Goods or their interchangeability with components supplied by the Customer.
- 3.5 No order which has been accepted by PEI-Genesis may be cancelled by the Customer except with the agreement in writing of PEI-Genesis and on terms that the Customer shall indemnify PEI-Genesis in full against all losses (including but not limited to loss of profit), costs (including but not limited to the cost of all labour and materials used), damages, charges and expenses incurred by PEI-Genesis as a result of cancellation.
- 3.6 The Customer, by written request ("Change Request") delivered to PEI-Genesis, shall have the right to request changes to any order accepted by PEI-Genesis. No Change Request by the Customer shall be effective, nor binding upon PEI-Genesis, unless specifically agreed to in writing by PEI-Genesis. If a Change Request agreed to in writing by PEI-Genesis results in a delay in PEI-Genesis's delivery of the Goods or an increase or decrease in the cost of the Goods to the Customer, PEI-Genesis shall inform the Customer of any reasonable adjustments in the delivery schedule or the price of such Goods, or both. PEI-Genesis shall notify the Customer of any impact to the delivery schedule or price prior to acceptance of the Change Request.

4 Price

- 4.1 The price of the Goods shall be PEI-Genesis's quoted price.
- 4.2 PEI-Genesis reserves the right for an order to be subject to a minimum order value and in such cases PEI-Genesis shall be entitled to increase the price or quantity to meet that minimum requirement. Any increases to meet the minimum requirement shall be set out in PEI-Genesis' written quotation.
- 4.3 PEI-Genesis reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to PEI-Genesis which is due to price increases by PEI-Genesis' suppliers, alterations in taxation, changes in legislation or exchange rates, any change of delivery dates, quantities or specifications of the Goods, or special packaging which are requested by

the Customer, or any delay caused by any instructions of the Customer, or failure of the Customer to give PEI-Genesis adequate information or instructions.

- 4.4 Unless otherwise agreed in writing, all prices are exclusive of the cost of transport and insurance of the Goods, which shall be invoiced to the Customer.
- 4.5 For deliveries to an agreed location in the United Kingdom, transport and insurance will be made at PEI-Genesis' standard rates applicable at the time of despatch, as amended from time to time. PEI-Genesis reserves the right to charge higher rates where delivery takes place overseas or where the Customer requires an overnight or guaranteed early morning delivery in the United Kingdom.
- 4.6 The Customer shall pay to PEI-Genesis the total amount of each invoice raised by PEI-Genesis in the currency set out on the invoice to the account specified by PEI-Genesis from time to time notwithstanding that delivery may not have taken place and that title in the Goods may not have passed to the Customer.
- 4.7 All amounts of money referred to in any Contract shall be interpreted as being amounts exclusive of value added tax, any similar sales tax or any tax that replaces such sales taxes. Any such tax payable in relation to any such amounts shall be paid in addition to those amounts. If the Customer is required under any applicable law to withhold or deduct any amount from the payments due to PEI-Genesis, the Customer shall increase the sum it pays to PEI-Genesis by the amount necessary to leave PEI-Genesis with an amount equal to the sum it would have received if no such withholdings or deductions had been made.
- 4.8 If at any time during the term of any Contract pounds sterling cease to be legal tender in England, the parties shall agree an alternative currency in writing and all payments shall be made in that nominated currency from the date on which the Customer receives notice of such change in currency from PEI-Genesis.
- 4.9 All amounts due to PEI-Genesis under any Contract shall become due immediately if the Contract is terminated or novated despite any other provision.

5 Payment

- 5.1 Unless otherwise agreed in writing, and subject always to Clause 5.3 below, PEI-Genesis shall be entitled to invoice the Customer for the price of the Goods, including any transport handling and insurance charges (where applicable), on or at any time after delivery of the Goods, unless:
 - 5.1.1 The Goods are to be collected by the Customer and the Customer wrongfully fails to take delivery of the Goods, or
 - 5.1.2 The Customer fails to take delivery of the Goods as may have been previously agreed,

in which event PEI-Genesis shall be entitled to invoice the Customer for the price of the Goods at any time after PEI-Genesis has notified the Customer that the Goods are ready for collection or PEI-Genesis has tendered delivery of the Goods.

- 5.2 Unless otherwise agreed by PEI Genesis in writing at the time of order of the Goods, the Customer shall pay the price of the Goods as invoiced in full within 30 days of the end of the month in which the Goods were delivered. The Customer shall not be entitled to make any deduction from such payment or exercise any right of set-off or contribution whatsoever arising. The time of payment of the price shall be of the essence of the Contract.
- 5.3 If in the opinion of PEI-Genesis, the credit-worthiness of the Customer shall have deteriorated prior to delivery or collection, PEI-Genesis may require full or partial payment of the price prior to delivery or collection of the Goods or the provision of security for payment by the Customer in a form acceptable to PEI-Genesis.
- 5.4 If the Customer fails to make any payment due to PEI-Genesis under the Contract by the due date for payment ("due date"), then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above National Westminster Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 5.5 If the Customer fails to make any payment by the due date then, without prejudice to any other right or remedy available to PEI-Genesis, PEI-Genesis shall (at its option) be entitled to:
 - 5.5.1 Treat the Contract as repudiated by the Customer and suspend any further deliveries; or
 - 5.5.2 Affirm the contract and supply the Goods in accordance with the Contract and the Customer shall be liable for any costs or expenses that PEI- Genesis incurs as a result of such delay.

6 Delivery and risk

- 6.1 All shipments by PEI Genesis are Free Carrier At Southampton (Incoterms 2020) and all transportation charges shall be paid by the Customer in addition to the price of the Goods. Subject to PEI Genesis' right of stoppage in transit, delivery of the Goods to the carrier shall constitute delivery to the Customer and risk of loss shall thereupon pass to the Customer. Neither confiscation nor destruction of, nor damage to any Goods will release, reduce or in any way affect the Customers liability to PEI Genesis under these Terms and Conditions. Selection of the carrier and delivery route shall be made by PEI Genesis unless specified by the Customer in writing in advance.
- 6.2 Delivery of the Goods shall be completed by PEI-Genesis making the Goods available at PEI-Genesis's premises. The Customer shall provide at its expense adequate and appropriate equipment and manual labour for unloading/loading the Goods as appropriate.

6.3 Any dates quoted for delivery of the Goods are approximate only and PEI-Genesis shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence.

6.4 The Customer shall notify any claim for short delivery to PEI-Genesis within 10 working days of the date of delivery by PEI-Genesis. If PEI-Genesis is satisfied that the Goods have been short delivered, PEI-Genesis shall at its option:-

6.4.1 Make up any short delivery by despatching to the Customer such Goods as PEI-Genesis is satisfied were not delivered; or

6.4.2 Allow the Customer credit in respect thereof.

PEI-Genesis's liability for such short delivery shall be limited to making up the delivery or allowing credit as set out above.

6.5 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and defective delivery by PEI-Genesis of any one or more of the instalments in accordance with these Terms shall not entitle the Customer to treat the Contract as a whole as repudiated.

6.6 If the Customer fails to take delivery of the Goods or fails to give PEI-Genesis adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of PEI-Genesis's fault) then, without prejudice to any other right or remedy available to PEI-Genesis, PEI-Genesis may:-

6.6.1 Store the Goods until actual delivery and charge the Customer for the reasonable costs (including handling and insurance) of storage; or

6.6.2 Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract (as applicable).

6.7 Risk in the Goods shall pass to the Customer at the time when the Goods have been made available for delivery to or collection by the Customer.

7 Title

7.1 Title to the Goods shall not pass to the Customer until PEI-Genesis has received payment in full (in cash or cleared funds) for:

7.1.1 The Goods; and

7.1.2 Any other goods or services that PEI-Genesis has supplied to the Customer in respect of which payment has become due.

7.2 Until title to the Goods have passed to the Customer, the Customer shall:

7.2.1 Hold the Goods on a fiduciary basis as PEI-Genesis' bailee;

- 7.2.2 Store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as PEI-Genesis' property;
- 7.2.3 Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 7.2.4 Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 7.2.5 Notify PEI-Genesis immediately if it becomes subject to any of the events listed in Clause 14; and
- 7.2.6 Give PEI-Genesis such information relating to the Goods as PEI-Genesis may require from time to time, however,

The Customer may resell or use the Goods in the ordinary course of its business.

- 7.3 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in Clause 14, or PEI-Genesis reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy PEI-Genesis may have, PEI-Genesis may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 7.4 The Customer shall not attach the Goods to any real property without the prior written consent of PEI-Genesis.

8 Customer responsibilities

- 8.1 Items supplied by the Customer for the Contract shall be of suitable quality and shall be provided free of charge in sufficient quantities and at all times required by PEI-Genesis. Any defects in such items shall not entitle the Customer to rescind the Contract, reject the Goods, make deductions from the Contract price or claim damages in respect thereof and the Customer shall indemnify PEI-Genesis against all loss damage and liability arising from the supply of defective items by the Customer.
- 8.2 The Customer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by PEI-Genesis, the Customer shall make those licences and consents available to PEI-Genesis prior to the relevant shipment.

9 Intellectual Property Rights

- 9.1 All tools, dies, jigs, patterns, equipment material and other items purchased and supplied by the Customer to PEI-Genesis, and any replacement thereof, shall at all times, remain the property of the Customer. Any property of the Customer in the possession of PEI-Genesis shall continue to be at the risk of the Customer and PEI-Genesis shall be held without any liability to the Customer in respect of the same

save and except where the loss or damage is due to the gross negligence of PEI-Genesis.

- 9.2 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify PEI-Genesis 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 PEI-Genesis in connection with any claim made against PEI-Genesis for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with PEI-Genesis' use of the Specification. This Clause 9.2 shall survive termination of the Contract.
- 9.3 The Customer acknowledges that:
- 9.3.1 the Intellectual Property Rights are PEI-Genesis' (or its licensor's) property;
 - 9.3.2 all right and title to tooling, designs, patterns, drawings and materials not purchased and supplied by the Customer to PEI-Genesis shall be and remain with PEI-Genesis;
 - 9.3.3 nothing in these Terms shall be construed as conferring any licence or granting any rights in favour of the Customer in relation to the Intellectual Property Rights. PEI-Genesis asserts its full rights to control the use of its trademarks within the EEA and the Customer shall assist PEI-Genesis as required in preventing parallel importers from diluting PEI-Genesis' rights; and
 - 9.3.4 any reputation in any trademarks affixed or applied to the Goods shall accrue to the sole benefit of PEI-Genesis or any other owner of the trademarks from time to time.
- 9.4 The Customer shall not repackage the Goods and/or remove any copyright notices, confidential or proprietary legends or identification from the Goods save for any removal which is a necessary result of a manufacturing process of which PEI-Genesis has been previously notified in writing by the Customer.
- 9.5 The Customer shall not use (other than pursuant to these Terms) or seek to register any trade mark or trade name (including any company name) which is identical to, confusingly similar to or incorporates any trade mark or trade name which PEI-Genesis or any associated company of PEI-Genesis owns or claims rights in anywhere in the world.
- 9.6 If at any time it is alleged that the Goods infringe the rights of any third party or if, in PEI-Genesis' reasonable opinion, such an allegation is likely to be made, PEI-Genesis may at its option and its own cost:
- 9.6.1 modify or replace the Goods, without reducing the overall performance of the Goods, in order to avoid the infringement; or

- 9.6.2 procure for the Customer the right to continue using the Goods; or
 - 9.6.3 repurchase the Goods at the price paid by the Customer, less depreciation at the rate PEI-Genesis applies to its own equipment.
 - 9.7 The Customer shall promptly and fully notify PEI-Genesis of:
 - 9.7.1 any actual, threatened or suspected infringement of any Intellectual Property Rights which comes to the Customer's notice; and
 - 9.7.2 any claim by any third party that comes to the Customer's notice that the sale or advertisement of the Goods infringes the rights of any person.
 - 9.8 The Customer agrees (at PEI-Genesis' request and expense) to do all such things as may be reasonably required to assist PEI-Genesis in taking or resisting any proceedings in relation to any infringement or claim referred to in Clause 9.7.
- 10 Warranty
- 10.1 PEI-Genesis warrants that:
 - 10.1.1 it has title to sell the Goods; and
 - 10.1.2 the Goods conform with the description and quantity set out in the Customer's order and specification (if any) accepted by PEI-Genesis.
 - 10.2 Where PEI-Genesis has assembled the Goods pursuant to the Customer's specification PEI-Genesis warrants that:-
 - 10.2.1 the Goods have been assembled in accordance with the specification; and
 - 10.2.2 PEI-Genesis has exercised reasonable skill and care in assembling the Goods.
 - 10.3 Save as provided in Clauses 10.1 and 10.2 all terms, warranties and representations expressed or implied by statute, common law or otherwise in relation to the Goods are hereby excluded to the fullest extent permitted by law, including but not limited to the following:-
 - 10.3.1 No representations are made and no warranties are given in respect of the source or origin of manufacture or production of the Goods or any part thereof; and
 - 10.3.2 PEI-Genesis gives no warranties as to the quality, performance, design, specification or suitability for any particular purpose or other aspect of any Goods not manufactured by PEI-Genesis in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee given by the manufacturer to PEI-Genesis, and which PEI-Genesis will, so far as possible, assign to the Customer upon the written request of the Customer

10.4 The Customer is advised to read the warranty and product safety information in PEI-Genesis' catalogues and any instructions for safe use in the literature from which it selected the Goods or with which the Goods are supplied and to follow those instructions closely. If the Customer has any difficulty interpreting those instructions or is unsure as to the suitability of the Goods for its use, it should seek advice from PEI Genesis prior to using the Goods. It is the duty of the Customer to convey instructions for safe use to its employees and other third parties.

11 Returns and Replacements

11.1 PEI-Genesis shall not be liable for Goods' failure to comply with the warranties set out in Clauses 10.1 and/or 10.2 in the following circumstances:-

11.1.1 the defect arises from or attributable to any specification, drawing or design supplied by the Customer;

11.1.2 the defect arises because the Customer failed to follow PEI-Genesis' (or any applicable manufacturer's) oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

11.1.3 the Customer alters or repairs such Goods without the written consent of PEI-Genesis;

11.1.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

11.1.5 the Goods differ from the specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;

11.1.6 the total price for the Goods has not been paid by the due date for payment;

11.1.7 the Customer fails to notify any claim based on a breach of the warranties in Clauses 10.1 or 10.2 within the earlier of 30 days of discovery of the breach and 6 months from the delivery date; or

11.1.8 the Customer makes any further use of such Goods after giving notice in accordance with Clause 11.1.7.

11.2 Where any valid claim is based on a breach of the warranties in Clauses 10.1 or 10.2 is notified to PEI-Genesis within the period set out in Clause 11.1.7, PEI-Genesis shall be entitled to:-

11.2.1 repair or replace the Goods (or the part in question) at the premises of PEI-Genesis free of charge; or

11.2.2 at PEI-Genesis's discretion, refund to the Customer the price of the Goods (as a proportionate part of the price)

- 11.3 All Goods returned by the Customer to PEI-Genesis for repair or replacement pursuant to Clause 11.2 shall be returned freight paid by the Customer and shall be insured by the Customer for the value of the shipment. When such repaired or replaced Goods are returned by PEI-Genesis to the Customer, the freight for such return shall be paid by PEI-Genesis.
- 11.4 Except as provided in this Clause 11, PEI-Genesis shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Clauses 10.1 or 10.2.

12 Liability

- 12.1 Nothing in these Terms shall limit or exclude PEI-Genesis' liability for:
- 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - 12.1.2 fraud or fraudulent misrepresentation; or
 - 12.1.3 any matter in respect of which it would be unlawful for PEI-Genesis to exclude or restrict liability.
- 12.2 Subject to Clause 12.1 above:
- 12.2.1 PEI-Genesis shall have no liability to the Customer whatsoever, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss (including loss of profits), or any indirect or consequential loss arising under or in connection with the Contract; and
 - 12.2.2 PEI-Genesis's total liability to the Customer 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 price of the Goods in respect of the applicable Contract.

13 Force Majeure

- 13.1 PEI-Genesis shall not be liable to the Customer in any way, or be deemed to be in breach of any Contract by reason of any delay in performing, or failure to perform, any of its obligations under any Contract if the delay or failure was beyond PEI-Genesis' reasonable control including (but not limited to) Act of God, act of terrorism, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, accidental or malicious damage, break-down of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, transport, or any other circumstance affecting the supply or delivery of the Goods or of raw materials comprising the Goods or any prohibition or restriction by any government or other legal authority which affects the Contract and which is not in force on the date of the applicable Contract.
- 13.2 If due to such circumstances or events PEI-Genesis has insufficient stocks to meet all its commitments PEI-Genesis may apportion available stocks between its customers

at its sole discretion and PEI-Genesis shall notify the Customer of the nature and extent of the circumstances in question as soon as practicable.

14 Termination and Insolvency of Customer

- 14.1 PEI-Genesis may terminate a Contract by giving written notice to the Customer if any of the following events occur:
- 14.1.1 the Customer commits a breach of the Contract which (in the case of a breach capable of remedy) has not been remedied within 14 days of the receipt by the Customer of a notice specifying the breach and requiring its remedy; or
 - 14.1.2 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 14.1.3 the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that Customer with one or more other companies or the solvent reconstruction of that Customer;
 - 14.1.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that Customer;
 - 14.1.5 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Customer;
 - 14.1.6 the holder of a qualifying floating charge over the assets of that Customer has become entitled to appoint or has appointed an administrative receiver or administrator over the Customer;
 - 14.1.7 a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
 - 14.1.8 a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Customer's assets and such attachment or process is not discharged within 14 days;
 - 14.1.9 any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.1.2 to clause 14.1.8 (inclusive);

- 14.1.10 PEI-Genesis reasonably apprehends that any of the events mentioned in clause 14.1.2 to clause 14.1.8 (inclusive) above is about to occur in relation to the Customer; or
 - 14.1.11 the Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
 - 14.1.12 any other matter which in the opinion of PEI-Genesis may prejudice its rights against the Customer.
- 14.2 If any of the events set out in Clause 14.1 occur, then without prejudice to any other right or remedy available to PEI-Genesis, PEI-Genesis shall be entitled to terminate the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 14.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

15 General

- 15.1 No failure or delay by PEI-Genesis or time or indulgence given by PEI-Genesis in exercising any right or remedy under or in relation to these Terms shall operate as a waiver of such right or remedy nor shall any single or partial exercise of any remedy or right preclude any further exercise by PEI-Genesis of such right or remedy or the exercise of any other right or remedy.
- 15.2 No waiver by PEI-Genesis of any requirement of these Terms or of any right or remedy under these Terms shall have effect unless given in writing signed by an authorised person on behalf of PEI-Genesis. No waiver of any particular breach of these Terms shall operate as a waiver of any repetition of such breach.
- 15.3 A person who is not a party to the Contract is not entitled to enforce any of its terms under the Contract (Rights of Third Parties) Act 1999.
- 15.4 All notices relating to the Contract must be given in writing by hand or by first class post or facsimile to the party to be notified at that party's registered office or such other address as shall have been notified by that party to the other for the purpose. All notices shall be deemed to have been received as follows:-
- 15.4.1 if delivered personally, when delivered;
 - 15.4.2 if sent by first class post to an address in the United Kingdom at 9am on the second business day after posting in the relevant part of the United Kingdom;
 - 15.4.3 if sent by post to an address outside the United Kingdom at 9am (local time) on the seventh business day after posting in the United Kingdom; and

- 15.4.4 if by facsimile, when received except that any notice delivered or received on a day which is not a business day in the relevant country of receipt or after business hours in such country shall be deemed to be given on the next business day at the place of delivery or receipt
- 15.5 The Customer shall not, without the prior written consent of PEI-Genesis, assign, transfer, charge or deal in any other similar manner with any Contract or its rights or any part of them under any Contract, subcontract any or all of its obligations under any Contract, or purport to do any of the same. PEI-Genesis may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under any Contract.
- 15.6 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 15.7.
- 15.7 Each party may disclose the other party's confidential information:
- 15.7.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with Clause 15.6; and
- 15.7.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.8 The Customer shall not use any PEI-Genesis' confidential information for any purpose other than to perform its obligations under the Contract.
- 15.9 The Customer shall, upon receipt of the demand by PEI-Genesis, supply to PEI-Genesis such financial data and related information as may be required to permit an on-going determination of the financial status of the Customer. If at any time during the performance of this Contract the Customer fails to provide adequate assurances to PEI-Genesis of its financial ability to perform this Contract, PEI-Genesis may treat this Contract as repudiated pursuant to Clause 5.5.1.
- 15.10 If any provision or part of a provision of any Contract shall be, or be found by any court of competent jurisdiction to be, invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 15.11 Each 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.

- 15.12 Each party acknowledges that in entering into any Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 15.13 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 15.14 Nothing in these Terms shall limit or exclude any liability for fraud.
- 15.15 The Contract shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

16 General Trade & Environmental Compliance Disclaimer

- 16.1 Information regarding Goods, including information related to a product's specifications, uses, product country of origin, Export Control Classification Number, or compliance with applicable law or other requirements (including, without limitation, that products are lead-free or RoHS/REACH compliant) , is obtained by PEI-Genesis from its suppliers or other sources and is provided on an "as is" basis. PEI-Genesis recommends that all product information be validated before using or acting on such product information. PEI-Genesis makes no representation as to the accuracy or completeness of the product information and PEI-Genesis disclaims all representations, warranties and liabilities under any theory with respect to the product information, including any implied warranties of merchantability, fitness for a particular purpose, title and/or non-infringement. All product information is subject to change without notice. PEI-Genesis is not responsible for typographical or other errors or omissions in product information.

17 Export Control

- 17.1 Certain Goods and related technology, services, and documentation may be subject to European Export Control Legislation or the control of exports of dual use items. They may also be subject to other foreign countries export control laws and U.S. laws and regulations, including but not limited to, the Export Administration Regulations, the International Traffic in Arms Regulations and the Foreign Asset Control Regulations ("Export Laws").
- 17.2 Customer shall comply with all such Export Laws and obtain any license, permit or authorization that may be required to transfer, sell, export, re-export or import any Goods and/or any related technology and documentation. Customer will not transfer, export or re-export any Goods and/or related technology and documentation to any country or entity to which such export or re-export is prohibited, including any country or entity under sanction or embargoes administered by the Organisation for Security and Co-operation in Europe (OSCE), United Kingdom, United Nations, U.S. Department of Treasury, U.S. Department of Commerce or U.S. Department of State. Customer will not use any Goods and/or any related technology and documentation in connection with any nuclear, biological or chemical weapons or missile systems capable of delivering same, or in the development of any weapons of mass destruction.

18 Use of Goods in Life Support, Nuclear and certain other applications

18.1 Goods sold by PEI Genesis is not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Goods could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. If Customer uses or sells any Goods for use in any such applications: a) Customer acknowledges that such use or sale is a Customer's risk; b) Customer agrees that PEI and the manufacturer of the Goods are not liable, in whole or in part, for any claim or damage based on or arising from any such use; and c) Customer agrees to indemnify, defend and hold PEI Genesis and the manufacturer of the Goods harmless from and against any and all claims, damages, losses, costs, expenses and liabilities based on or arising out of or in connection with such use or sales.

19 Prototypes and Other Engineered Goods

19.1 Customer's acceptance of prototype, engineering verification samples, design verification samples and manufacturing verification samples shall be evidenced by the signature of Customer's authorized representative on the appropriate documents, including engineering drawings. Such acceptance is absolute, and Customer, by such acceptance, forever releases and discharges PEI Genesis and its officers, directors, employees and agents from any and all liability as to the performance, form, fit and function of such Goods. PEI Genesis guarantees the material and workmanship of the finish product derived from such prototypes and other samples as described above for a period of six (6) months from date of shipment, such guarantee subject to Paragraph 11. Returns and Replacements.

Revision	Date	Changed by	Approved by	Summary of Change
A	8 Jul 2015	N/A	Mike Owens	Initial release of existing February 2015 revision as controlled document. No change to document content.
B	7 Sept 2017	Christel Cavillon	Greg Warshaw	Paragraph 17 Export Control, 18 Use of Goods in Life Support, Nuclear and certain other applications & 19 Prototypes and Other Engineered Goods added, Name of paragraph 16 changed from 16 General Lead-free/RoHS Disclaimer and changed to include Country of origin and export classification and compliance legal queries in the disclaimer.
C	10 Dec 2020	Barbara G Hawley	Lee Slater	Changed section 6, Ex-works to Free Carrier At and changed Incoterms 2010 to 2020.