

TERMS AND CONDITIONS OF SALE AND SUPPLY BY FENFLOW LIMITED

These terms and conditions (“Conditions”) apply to all transactions for the sale of any products and/or the performance of any services ordered from or to be supplied or performed by Fenflow Limited (Company number: 04584341) whose registered office is Kellett Gate, Low Fulney, Spalding, PE12 6EH (“Fenflow”).

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, unless the context requires otherwise, the following words have the following meanings:

“Contract”: any contract between the Customer and Fenflow Limited for the purchase of Goods and/or Services incorporating these Conditions, any applicable Specification, and the Order.

“Contract Price”: the price payable by the Customer for the Goods and/or Services as specified in the Order.

“Customer”: the person or organisation who purchases Goods and/or Services from Fenflow Limited as identified in the Order.

“Customer Default”: has the meaning given in Clause 3.7.

“Delivery Location”: the location set out in the Order or such other location as the parties may agree for delivery of the Goods and/or performance of the Services.

“Force Majeure Event”: any occurrence which hinders, delays, or prevents a party from performing any obligations under this Contract which is beyond its reasonable control, including but not limited to acts of God, war, explosion, flood, fire, governmental actions, strike, lock-out, power breakdown, or machinery breakdown.

“Goods”: any products ordered by the Customer from Fenflow Limited or supplied by Fenflow Limited and any products/materials used in the performance of Services, where ownership is intended to pass to the Customer once Services are completed.

“Liquidated Damages Sum”: the sum specified in the Order representing liquidated damages applicable to the Contract per Clause 6.3.

“Losses”: any liability or losses arising from actions, awards, costs, claims, damages, loss of profits, reputation, judgments, penalties, or proceedings.

“Order”: an order placed in writing by the Customer with Fenflow Limited for the supply of Goods and/or provision of Services, whether by fax, e-mail, or the Customer’s purchase order form, as confirmed by Fenflow Limited in writing.

“Services”: services and/or work performed by Fenflow Limited for the Customer as identified in the Order.

“Specification”: any specification, plan, drawing, or description of the Goods and/or Services agreed in writing by the Customer and Fenflow Limited.

“VAT”: value-added tax and any tax replacing or amending the same in the relevant jurisdiction.

“Warranty Period”: the period specified in the Order for the warranties provided under Clause 16.1.

1.2 In these Conditions:

- (a) words indicating gender include all genders;
- (b) singular includes plural and vice versa;

- (c) words indicating a person include bodies corporate or unincorporate;
- (d) references to Clauses are to the relevant Clause in these Conditions;
- (e) headings are for convenience only and shall not affect interpretation;
- (f) references to statutes include any amendments, re-enactments, or subordinate legislation made under them.

2. FORMATION OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase the Goods and/or the Services on these Conditions.

2.2 Any quotation given by Fenflow Limited shall not constitute an offer, and unless specified otherwise by Fenflow Limited in writing, is only valid for a period of 30 calendar days from its date of issue.

2.3 A legally binding contract will only be formed between Fenflow Limited and the Customer when either:

- (a) Fenflow Limited has notified the Customer of its acceptance of the Customer’s Order in writing; or
- (b) (if earlier) by its actions has commenced performance of the Customer’s Order.

2.4 A read receipt or delivery receipt of an email will not amount to written confirmation of Fenflow Limited’s acceptance of the Customer’s Order.

2.5 Fenflow Limited may refuse to accept any Order placed by the Customer and will have no liability to anyone else in such circumstances.

2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.7 The Customer must follow all installation and safe use guidelines provided the manufacturer.

2.8 If Fenflow Limited provides on-site services, the Customer must ensure safe site access, health & safety compliance, and any required permits.

2.9 Fenflow Limited reserves the right to delay or reschedule delivery or services in the event of industrial supply chain delays affecting pumps, valves, or other industrial equipment.

2.10 Any variations, amendments, or special terms requested by the Customer must be agreed in writing by an authorised Fenflow Limited representative.

3. SPECIFICATION

3.1 The quantity, quality and description of the Goods and/or Services shall be as specified in the Order and/or in any Specification provided to Fenflow Limited by the Customer or produced for the Customer by Fenflow Limited and/or as otherwise agreed in writing between the parties. Details in brochures and price lists produced by Fenflow Limited and/or the Specification are intended as guidance only and are only intended to give a general approximation of the Goods and/or Services unless stated in the Order or otherwise agreed in writing.

3.2 Any Specification, moulds, dies, materials and/or equipment together with the copyright, design rights and/or any other intellectual property rights in all Specifications, data and materials specifically produced and/or used by Fenflow Limited for the Customer in connection with the Contract, shall be the exclusive property of Fenflow Limited, unless such data or materials are provided to Fenflow Limited by the Customer.

3.3 The Customer shall check and ensure that any Order and

any Specification is accurate and adequate for the provision of the Goods and/or Services and Fenflow Limited shall have no liability for any Losses arising from or in connection with any errors in any Specification or details provided by and/or approved by the Customer or in any delay by the Customer in providing and/or approving the same.

3.4 The Customer shall indemnify Fenflow Limited against any Losses arising from claims that Fenflow Limited's use of the Customer-supplied Specification infringes a third party's intellectual property rights. This Clause 3.4 shall survive termination of the Contract.

3.5 The Customer shall give Fenflow Limited any information requested by Fenflow Limited to perform the Contract.

3.6 The Services shall be performed by appropriately qualified and trained personnel with due care and diligence to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances.

3.7 If Fenflow Limited's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default): (a) Fenflow Limited shall without limiting its other rights or remedies have the right to suspend delivery of the Goods and/or performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Fenflow Limited's performance of any of its obligations;

(b) Fenflow Limited shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Fenflow Limited's failure or delay to perform any of its obligations as set out in this Clause 3.7; and

(c) the Customer shall reimburse Fenflow Limited on written demand for any Losses sustained or incurred by Fenflow Limited arising directly or indirectly from the Customer Default.

3.8 Fenflow Limited shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services under English law, but it shall be the responsibility of the Customer to ensure the Specification and the Order give sufficient details to Fenflow Limited to ensure the Goods and Services are compliant with all applicable regulations and other legal requirements in the country of destination requested by the Customer.

3.9 The Customer must follow manufacturers operational, installation, and maintenance instructions for all supplied equipment. Fenflow Limited may include optional extended warranties, service packages, or maintenance contracts as specified in the Order.

3.10 The Customer is responsible for the safe disposal of any used oils, chemicals, or packaging in accordance with Fenflow Limited's environmental guidelines.

4. CHANGES TO SPECIFICATION BY FENFLOW LIMITED

4.1 Fenflow Limited reserves the right to make any changes to the Specification, Order, Goods and/or Services which are required from time to time by law or any applicable safety or manufacturing requirements, provided such changes do not materially affect the quality and/or performance of the

Goods and/or Services.

4.2 Fenflow Limited may update technical datasheets, manuals, or operational guidance to reflect the latest safety or performance standards.

4.3 Any changes required by Fenflow to comply with UK H&S regulations for industrial equipment, including pumps, valves, and motors, will be notified to the Customer.

4.4 The Customer must approve any proposed changes that materially affect delivery times, warranty terms, or service arrangements.

5. IMPORT LICENCES

5.1 Unless otherwise agreed in writing by Fenflow Limited or specified in the Order, the Customer is responsible for: (a) obtaining, at its own cost, any import licences and other consents in relation to the Goods as are required from time to time, and if requested by Fenflow Limited, the Customer shall make those licences and consents available to Fenflow Limited prior to the relevant shipment; and (b) ensuring that the delivery of the Goods complies with any legislation or regulations governing the importation of goods into the country of destination requested by the Customer.

5.2 Fenflow Limited shall not be responsible for delays, fines, or penalties arising from the Customer's failure to secure the necessary import licences or comply with local import regulations

6. DELIVERY AND PERFORMANCE

6.1 Delivery of the Goods will be made in accordance with the Incoterm specified in the Order to the Delivery Location, or, in the absence of such, by the Customer collecting the Goods from Fenflow Limited's premises within 7 calendar days of Fenflow Limited notifying the Customer that the Goods are ready for collection.

6.2 Fenflow Limited will use reasonable endeavours to achieve delivery and/or performance by the Delivery Date specified in the Order, but such dates are estimates only and time shall not be of the essence.

6.3 If, for any reason other than a Force Majeure Event or Customer Default, Fenflow Limited fails to provide the Goods and/or Services by the desired Delivery Date, the Customer may, by way of liquidated damages, deduct from the price the Liquidated Damages Sum for each week the Delivery Date is delayed, up to the maximum percentage specified in the Order (or, if unspecified, no more than 5% of the Contract Price). Such deduction is the Customer's sole remedy for delay.

6.4 The Customer has no right to reject or rescind the Goods or Services for late performance unless the due date has passed and the Customer has given Fenflow Limited written notice allowing no less than 30 calendar days to remedy the delay, which has not been complied with.

6.5 Fenflow Limited may deliver Goods in separate instalments and/or perform Services in stages. Each instalment or stage constitutes a separate contract, which may be invoiced separately. Failure to deliver an instalment or stage does not entitle the Customer to treat the Contract as a whole as repudiated or terminated.

6.6 If the Customer fails to take delivery of Goods or allow performance of Services, Fenflow Limited may: (a) withhold delivery/performance of other Orders; (b) store the Goods at the Customer's cost; and/or (c) sell the Goods at the best obtainable price and account for any excess or charge for any shortfall.

6.7 The Customer shall indemnify Fenflow Limited for any losses (including increased administration and legal costs)

arising from failure to take delivery or allow performance.

6.8 Where Fenflow Limited provides industrial equipment such as pumps, valves, or motors, Customers must ensure site readiness for delivery, including safe access and appropriate handling equipment.

6.9 Fenflow Limited is not responsible for delays caused by insufficient Customer preparation at the Delivery Location. Any delays due to unpreparedness may result in additional charges.

6.10 Any site-specific safety or environmental regulations must be communicated to Fenflow in advance.

7. NON-DELIVERY

7.1 The quantity of any consignment of Goods recorded by Fenflow Limited on despatch from its premises shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving otherwise.

7.2 Fenflow Limited shall not be liable for any non-delivery of Goods (even if caused by Fenflow Limited's negligence) unless the Customer provides written notice of non-delivery within 5 calendar days of the date when the Goods would ordinarily have been received.

7.3 Any liability of Fenflow Limited for non-delivery shall be limited, at Fenflow Limited's option, to: (a) replacing the Goods within a reasonable time; or (b) issuing a credit note at the pro rata Contract Price against any invoice raised for such Goods.

7.4 Customers must ensure that the delivery location is accessible and prepared to receive Goods, particularly for heavy or industrial equipment.

7.5 Fenflow Limited is not responsible for delays, damage, or loss caused by unprepared delivery sites or failure to follow Fenflow's delivery instructions. Any delays due to unpreparedness may result in additional charges.

7.6 Any additional costs incurred due to repeated delivery attempts caused by Customer unpreparedness may be charged to the Customer.

8. SITE FOR SERVICES

8.1 To enable Fenflow Limited to perform the Services, the Customer shall, at its own cost, provide the following in respect of the site where the Services are to be performed:

(a) sufficient and suitable access to the site;
(b) a safe area that complies with all applicable statutory regulations and codes of practice to enable performance of the Services; and

(c) all necessary health and safety policies applicable to the site and to Fenflow Limited's personnel whilst performing the Services.

8.2 Customer must ensure all equipment, structures, and utilities at the site are safe and ready for use during Fenflow's service or installation work.

8.3 Fenflow Limited shall not be liable for delays, damage, or additional charges caused by an unprepared or unsafe site.

8.4 Customer must provide any permits, authorisations, or notifications required for safe performance of the Services.

8.5 Fenflow staff may refuse to work if site conditions are unsafe or non-compliant; any resulting costs or delays may be charged to the Customer.

9. CANCELLATION

9.1 No Order which has been accepted by Fenflow Limited may be cancelled by the Customer except with Fenflow Limited's prior written agreement and on terms that the Customer shall indemnify and keep indemnified Fenflow

Limited in full against any and all Losses (including the cost of all labour and materials used) incurred and/or suffered by Fenflow Limited as a result of such cancellation.

9.2 Any costs already incurred by Fenflow for preparation, delivery, or mobilisation of staff or equipment shall be recoverable from the Customer.

9.3 If cancellation is requested within 7 days of scheduled delivery or service, Fenflow may charge a percentage of the Contract Price as a cancellation fee.

9.4 Fenflow Limited reserves the right to refuse cancellation requests that could adversely affect production or supply schedules.

10. POSTPONEMENT

10.1 Fenflow Limited is under no obligation to comply with any request for postponement but may, at its discretion, agree to a reasonable request by the Customer to postpone delivery of the Goods and/or performance of the Services.

10.2 If delivery of the Goods and/or performance of the Services is postponed at the Customer's request, the Customer shall indemnify and keep indemnified Fenflow Limited in full against any and all Losses (including increased administration and legal costs on a full indemnity basis, as well as any storage and associated insurance costs) incurred as a result, and shall pay for the Goods and/or Services as if delivery and/or performance had not been postponed.

10.3 Payment for the Goods and/or Services shall remain due as if delivery and/or performance had occurred on the originally scheduled date unless otherwise agreed in writing by Fenflow.

10.4 Fenflow reserves the right to reschedule delivery or Services to a mutually agreed date and may charge additional costs if the postponement creates operational or logistical impacts.

11. PRICE

11.1 Unless otherwise agreed in writing, the price of the Goods and/or the performance of the Services shall be the Contract Price as stated in the Order.

11.2 All prices or rates specified are exclusive of any applicable VAT or other applicable sales taxes or duties, which shall be payable by the Customer where applicable.

11.3 Any delays caused by the Customer in accepting delivery may result in an additional charge to cover storage, insurance, or administrative costs.

12. PAYMENT

12.1 The Customer will pay the Contract Price for the Goods and/or Services at the frequency, in the instalments, and in the currency as specified in the Order. In the absence of such details, Payment terms are 30 calendar days from the date of invoice unless otherwise agreed in writing with the Customer. Fenflow Limited is entitled to issue an invoice on or at any time after delivery of the Goods or performance of the Services, or in the event the Customer fails to accept delivery or permit performance on the due date.

12.2 Time for payment shall be of the essence of the Contract.

12.3 All amounts due under this Contract shall be paid by the Customer to Fenflow Limited in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax as required by law).

12.4 If the Customer fails to make any payment on the due date, without prejudice to any other right or remedy, Fenflow Limited shall be entitled to:

(a) cancel the Order and suspend delivery and/or

performance of any other Orders;

(b) appropriate any payment made by the Customer to such Order as Fenflow Limited sees fit;

(c) charge interest from the due date until payment in full is made (both before and after judgment) on the amount unpaid at whichever is the greater of 4% over the base rate of Fenflow Limited's bank from time to time, compounded monthly, or the amount prescribed by law.

12.5 Fenflow Limited may suspend further deliveries or Services if payment terms are not met.

12.6 All payments must be made in full without set-off, counterclaim, deduction, or withholding.

13. RISK

13.1 Risk in the Goods and of damage to or loss of the Goods shall pass to the Customer:

(a) in the case of Goods to be delivered at Fenflow Limited's premises, at the time when Fenflow Limited notifies the Customer that the Goods are available for collection; or

(b) in the case of Goods to be delivered otherwise than at Fenflow Limited's premises, at the time of delivery, or if the Customer wrongfully fails to take delivery of the Goods, the time when Fenflow Limited has tendered delivery of the Goods; or

(c) in the case of Goods utilised in the performance of Services, once utilised in the Services.

13.2 Risk also includes goods in transit or utilised in performance of Services by Fenflow Limited staff on Customer premises.

13.3 Customers must ensure safe access and compliance with site safety requirements where Fenflow staff perform installation or Services.

13.4 Customers are responsible for insuring their premises and equipment while Fenflow staff are performing Services.

13.5 Customers are responsible for insuring their goods and equipment against damage, theft or any other loss whilst it is in the possession of Fenflow Limited.

13.6 Customers remain responsible for the safe disposal of packaging, oils, or other consumables provided by Fenflow Limited in the course of Services.

14. TITLE

14.1 Despite delivery of the Goods and risk having passed to the Customer, title and ownership in the Goods shall remain with Fenflow Limited until it has received payment in full and cleared funds for:

(a) the Goods and the Services; and/or

(b) all other goods and services agreed to be provided by Fenflow Limited to the Customer for which payment is then due under this or any other agreement. This obligation shall not be affected by any arrangement, contract, or agreement to the contrary.

14.2 Until such time as title in the Goods passes to the Customer, the Customer shall:

(a) hold the Goods as Fenflow Limited's fiduciary agent and bailee;

(b) keep the Goods stored in a secure and satisfactory condition separate from all other goods of the Customer and/or third parties and clearly marked in such a way as to be readily identifiable as Fenflow Limited's property;

(c) not alter, remove, destroy, or obscure any identifying marks, logos, or packaging on or relating to the Goods; and

(d) keep the Goods insured for the price at which the Goods were sold to the Customer against all insurable risks and hold any proceeds of such policy on trust for Fenflow Limited. The Customer shall provide evidence of such insurance upon

request.

14.3 The Customer may resell the Goods prior to title and ownership passing provided such sale is in the ordinary course of the Customer's business at full market value and that such sale is a sale of Fenflow Limited's property on the Customer's own behalf acting as principal. The Customer shall account to Fenflow Limited for the proceeds of any such resale immediately upon receipt.

14.4 Fenflow Limited shall be entitled to recover payment for Goods despite ownership not having passed.

14.5 The Customer grants Fenflow Limited's employees and/or agents the right to enter the Customer's premises or any other premises where the Goods are or may be stored to confirm compliance with this Clause 14 (Title) and/or, if the Customer's right to possession has ceased, to recover the Goods. Fenflow Limited shall provide reasonable notice before exercising this right except in cases of urgency.

14.6 The Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Fenflow Limited and, if the Customer does so, all monies owing by the Customer to Fenflow Limited shall immediately become due and payable, without prejudice to any other right or remedy of Fenflow Limited. his clause applies notwithstanding any other provision of this Contract.

15. CONFIDENTIALITY

15.1 Neither party shall use and/or disclose any confidential information which is acquired by it about the other party's business and/or given by one party to the other party and/or generated by one party using the other party's confidential information, except in the proper performance of this Contract. This obligation shall survive termination or expiration of this Contract for any reason.

15.2 Both parties shall take all reasonable steps to ensure that confidential information is kept secure and not disclosed to any third party without prior written consent, except as required by law or any regulatory authority. Each party shall promptly notify the other if it becomes aware of any unauthorised disclosure or loss of confidential information.

16. WARRANTY

16.1 Subject to Clause 16.2 below, Fenflow Limited warrants to the Customer that the Goods and Services will correspond in all material respects with the Specification at the time of delivery and will be free from material defects in design, materials, and/or workmanship for the duration of the Warranty Period (or in the absence of such period being specified in the Order, the period of 12 months), unless otherwise expressly stated in writing by Fenflow Limited, running from:

(a) in the case of Goods, the date of delivery of the Goods to the Customer; and/or

(b) in the case of Services, the date of completion of the performance of the Services.

16.2 Fenflow Limited shall have no liability under the warranty in Clause 16.1 in respect of:

(a) any defect in the Goods and Services arising from Fenflow Limited's compliance with any instructions and/or Specification supplied and/or approved by the Customer;

(b) any faults and/or defects caused by fair wear and tear, wilful damage, abnormal working conditions, failure to follow Fenflow Limited's instructions, misuse, alteration and/or repair of the Goods and Services without Fenflow Limited's prior written approval, unauthorized modification, or use in combination with incompatible equipment, and/or

improper maintenance or negligence on the part of the Customer or a third party;

(c) Goods and Services in respect of which the total price has not been paid by the due date for payment; and
(d) those parts, materials, and/or equipment which are not manufactured by Fenflow Limited, in respect of which the Customer shall only be entitled to the benefit of such warranty or guarantee as is given by the original manufacturer or supplier to Fenflow Limited.

16.3 any of the Goods and Services are defective and are covered by the warranty in Clause 16.1 above, Fenflow Limited shall, at its sole option, either repair the Goods or supply replacement Goods and Services, or refund the price which has been paid by the Customer for the defective Goods and Services. Such repair, replacement, or refund shall be the Customer's sole and exclusive remedy under this warranty, and Fenflow Limited shall have no further liability

16.4 At Fenflow Limited's reasonable request, the Customer must return to Fenflow Limited any alleged defective Goods for inspection and/or procure sufficient access to the premises at which any alleged defective Goods are held or alleged defective Services have been performed to enable inspection. Fenflow Limited shall not be liable for any delay in remedy where access is not provided. If the returned Goods prove to be defective, Fenflow Limited shall reimburse the Customer's costs of returning the Goods.

16.5 Any work carried out by Fenflow Limited, including but not limited to a visit to inspect the Goods and Services, which is not covered by the warranty in Clause 16.1 will be charged for at Fenflow Limited's normal rate on a time and materials basis.

16.6 The Customer shall procure sufficient access to the premises at which any Goods are held and Services have been performed to enable Fenflow Limited to repair any defective Goods and reperform Services in accordance with Clause 16.3.

16.7 Such repair, replacement, or refund shall be provided by Fenflow Limited within a reasonable period of time of being notified of the defect, provided it is notified within 30 calendar days of the defect becoming apparent or when it should reasonably have become apparent to the Customer. Fenflow Limited shall not be liable for defects notified outside this period.

16.8 Fenflow Limited makes no warranties, express or implied, other than those expressly set out in this Clause 16, including but not limited to implied warranties of merchantability or fitness for a particular purpose, except to the extent required by law.

17. LIMITATION OF LIABILITY

17.1 Fenflow Limited's total liability to the Customer under this Contract shall not exceed the Contract Price.

17.2 Fenflow Limited shall have no liability to the Customer for any:

- (a) loss of profits;
- (b) depletion of reputation and goodwill;
- (c) loss and/or corruption of data and systems;
- (d) pure economic losses;
- (e) special damages;
- (f) aggravated, punitive and/or exemplary damages;
- (g) consequential and/or indirect losses; and/or
- (h) interruption of business, loss of business, contracts and/or opportunity.

17.3 Except for the financial cap on liability which shall apply only once in respect of all types of liability, each of

the limitations and/or exclusions set out in this Contract shall be deemed to be repeated and apply as a separate provision for each of:

- (a) liability in contract (including fundamental breach);
- (b) liability in tort (including negligence);
- (c) liability for breach of statutory duty; and
- (d) liability for breach of common law and/or any other legal basis.

17.4 Fenflow Limited shall have no liability to the Customer for defective Goods and Services to the extent the defect is caused or contributed to by the Customer and/or by the Customer's continued use of defective Goods and Services after the defect has become apparent or suspected or should reasonably have been apparent or suspected by the Customer. This exclusion also applies to any defect, loss, or damage arising from misuse, negligence, or improper installation, repair, or modification of the Goods and Services by the Customer or any third party.

17.5 Fenflow Limited shall not be liable for any defect, loss, or damage arising from goods or services supplied by a third party, except to the extent Fenflow Limited is able to recover such losses from the original supplier.

17.6 All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for purpose (whether statutory or otherwise) other than those expressly set out in these Conditions are excluded from this Contract to the fullest extent permitted by law.

17.7 Any claim by the Customer must be made in writing within 12 months from the date the cause of action arises. After this period, all claims shall be deemed waived.

17.7 Fenflow Limited shall not be liable for any delay in performance, or non-performance, due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, industrial disputes, governmental actions, pandemics, or supply chain disruptions.

17.8 All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for purpose (whether statutory or otherwise) other than those expressly set out in these Conditions are excluded from this Contract to the fullest extent permitted by law.

17.9 The Customer shall indemnify and hold Fenflow Limited harmless from and against any losses, damages, or liabilities arising from the Customer's breach of this Contract, negligence, or misuse of the Goods and Services.

17.10 The limitations of liability set out in this Clause 17 shall survive termination or expiration of this Contract for any reason.

18. TERMINATION

18.1 Either party may immediately terminate the Contract by written notice if the other party:

- (a) breaches the terms of the Contract (and if remediable the breach has not been remedied within 30 calendar days of receiving notice requiring it to be remedied);
- (b) persistently breaches any one or more terms of the Contract;
- (c) fails to make any payment when due;
- (d) is declared or becomes insolvent or bankrupt, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, take or suffer any similar action in any jurisdiction

or any step is taken (including without limitation the making of an application on the giving of any notice) by it or by any other person in respect of any of these circumstances (except for the purposes of amalgamation or reconstruction and in such manner that the resulting company effectively agrees to be bound by or assume the obligations imposed on that other party under this Contract);

(e) ceases or threatens to cease to carry on business; and/or

(f) appears reasonably to the other party to be about to suffer any of the above events. Termination under this clause shall be without prejudice to any other rights or remedies of the terminating party.

18.2 If Fenflow Limited has the right to terminate the Contract:

(a) Fenflow Limited may withhold delivery of any undelivered Goods and stop any Goods in transit;

(b) Fenflow Limited may withhold performance of any Services and cease any Services in progress;

(c) Fenflow Limited may terminate the Customer's right to re-sell and retain possession of any of the Goods owned by Fenflow Limited;

(d) Fenflow Limited may enter the Customer's premises or any other premises where the Goods are or may be stored and may repossess and sell or dispose of any Goods owned by Fenflow Limited to discharge any sums owed by the Customer to Fenflow Limited under the Contract or any other agreement; and

(e) all monies owed by the Customer to Fenflow Limited shall immediately become due and payable. Fenflow Limited may exercise these rights without prior notice in cases of urgency.

19. ENTIRE AGREEMENT

19.1 The Contract constitutes the entire agreement between the parties and supersedes any previous agreement between the parties relating to its subject matter. No party shall be bound by any term, representation, or agreement that is not expressly set out in this Contract.

19.2 The parties agree that they have not entered into the Contract in reliance on any promise, assurance, representation, warranty, details and/or specification (whether in writing or not) that is not expressly set out in the Contract. Nothing in the Contract shall exclude liability for any fraudulent statement and/or act made prior to the date of the Contract.

19.3 Each of the parties acknowledges and agrees that the only remedy available to it for breach of the Contract shall be for breach of contract under the terms of the Contract, and it shall have no right of action against any other party in respect of any promise, assurance, representation, warranty, details and/or specification (whether in writing or not) that is not expressly set out in the Contract. This clause does not limit any rights or remedies expressly provided elsewhere in this Contract or as required by applicable law.

20. FORCE MAJEURE

20.1 Neither party shall be liable for any delay or failure to perform its obligations under the Contract (save in respect of payment of monies payable for the Goods and Services) as a result of a Force Majeure Event lasting more than 7 calendar days and any other similar events Including, but not limited to, acts of God, natural disasters, industrial disputes, pandemics, governmental actions, or supply chain disruptions.

20.2 If the Force Majeure Event causing the delay or failure

continues in excess of 1 month, the Contract may be terminated at the option of the party not affected by the Force Majeure Event. Neither party shall have any liability to the other as a result of such termination.

21. GENERAL

21.1 No variation to these Conditions or the Order shall be binding unless agreed in writing by an authorised representative of Fenflow Limited. Any purported variation not in writing shall be of no effect.

21.2 No waiver by either party of any breach of the Contract by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision.

21.3 Any invalidity, illegality or unenforceability of any or any part of a provision of the Contract shall not affect the validity, legality or enforceability of the remaining provisions of the Contract. Any waiver must be in writing and signed by the waiving party.

21.4 The Customer shall not assign, transfer, dispose of or subcontract (or purport to do any of the above in respect of) any of its rights or obligations under the Contract without the prior written consent of Fenflow Limited. Any attempted assignment or subcontracting without consent shall be void.

21.5 None of the terms and conditions of the Contract shall be enforceable by any person who is not a party to it. This shall not apply to any company within the same group of companies as Fenflow Limited, to whom Fenflow Limited consents in writing to being able to enforce the Contract in addition to Fenflow Limited. The rights of any third party to enforce the Contract may be varied and/or extinguished by agreement between the parties without the consent of any third party.

21.6 The Contract shall be governed by the laws of England, and the parties agree to submit to the non-exclusive jurisdiction of the English Courts. Any disputes arising under or in connection with this Contract shall be resolved in accordance with English law. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to this Contract. The international rules for the interpretation of trade terms prepared by the International Chamber of Commerce (Incoterms 2010) shall apply, but where they conflict with this Contract, this Contract shall prevail.