

## **GENERAL TERMS AND CONDITIONS OF SALE B2B**

### **1. General terms and conditions**

- 1.1. These general terms and conditions of sale (hereinafter T&C) apply to all sales of products made by ROTHO BLAAS UK LTD, c/o Beever and Struthers – One Express, 1 George Leigh Street, Manchester M4 5DL (hereinafter referred to as RB). Any exceptions agreed between the parties for individual orders shall in any case apply exclusively to such orders and shall not constitute a modification of the T&C for other purchases made by the customer.

1.2. RB shall supply the products exclusively based on these T&C and, if there are any, other agreements signed by both parties. Any General Terms and Conditions of the person or firm who purchases the products from RB ("the Buyer") shall only be valid upon written confirmation by RB.

1.3. If any individual clause of these T&C or of any further agreements stipulated by the parties is found to be invalid, illegal or unenforceable, it shall be deemed deleted but that shall not affect the remaining provisions. If any provision of the T&C or of any further agreements stipulated by the parties is deemed deleted under this clause 1.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

### **2. Technical documentation**

2.1. RB is not liable for any printing errors, technical data, drawings, references to weights and measures and translations in the printed catalogues. The latest version of the catalogues' technical data sheets available can be consulted on RB website.

### **3. Delivery terms**

3.1. The quantities supplied and the characteristics of the products are those indicated in the written order confirmation issued by RB. RB may deliver the products by instalments and, if it does so, the quantities are specified in the respective transport documents and RB shall be entitled to invoice for the products separately.

3.2. Delivery date estimates are indicative only. RB will not be responsible for delays in delivery caused by events outside RB's reasonable control or any act or omission of the Buyer; where delays are not caused by an event outside of RB's reasonable control or an act or omission of the Buyer, RB's liability to the Buyer shall be limited to the reasonable costs and expenses of obtaining replacement goods.

3.3. The Buyer shall confirm receipt of the product on the transport document and/or transport bill of the shipper/carrier, in paper or digital format. The Buyer shall also note any claim regarding the quantity/type of product, packaging, transport damage, visible at the time of delivery on the transport document and/or transport bill of the shipper/carrier upon delivery. Otherwise, any complaints shall not be taken into consideration by RB, which shall not be held liable in this regard. Non-latent damages or non-conformities must be contested within 10 days from the date of delivery to the RB sales agent with photo and brief description.

### **4. Returns**

4.1. Save for returns of faulty products (which shall be governed by the provisions of clause 9, returns of products are not permitted unless otherwise agreed in writing between the parties and in any case not later than 30 days from the purchase date.

4.2. If the return of the products is authorised, a handling fee determined from time to time by RB will be charged to the Buyer, together with the costs of transporting the products from the Buyer's premises to RB's premises. Returned goods must be in their original condition, unused, packed in their original packaging and ready for sale. Transport costs for the return of the products shall be borne by the customer.

4.3. In any case, returns of out-of-catalogue products, products with expiry date and/or products specifically manufactured for the Buyer are not permitted.

### **5. Risk transfer**

5.1. The risk in the products is transferred from RB to the Buyer according to the INCOTERMS set out in the "commercial documents" (being all or any of the following documents: offer for purchase, order confirmation and invoice). In the absence of any specification, the risk is transferred upon sending of the products, and therefore upon delivery of the products by RB to the forwarder/carrier.

### **6. Prices and payment methods**

6.1. The price charged for the products is the price indicated in the order confirmation or, in absence, in the order submitted by the Buyer to RB. The price shall be ex warehouse RB.

6.2. All prices stated shall be exclusive of any value added tax unless expressly stated otherwise.

6.3. The Buyer shall pay all sums due in respect of the products in accordance with the payment terms specified in the commercial documents.

6.4. In the event of deferred payments or payments made after the agreed date, then without limiting RB's other rights and remedies, the Buyer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. RB may also recover from the Buyer on an indemnity basis the costs incurred by it in recovering sums due to it from the Buyer.

6.5. In the event of an unforeseen price increase between the time of order confirmation and the time of delivery, the purchase price may be adjusted accordingly giving prior notice to the customer.

### **7. Retention of title**

7.1. The Buyer acknowledges and expressly agrees that, unless otherwise specified in writing by RB, the property in, and legal and equitable title to, the goods, remains with RB and does not pass to the Buyer, unless and until RB has received in full (in cleared funds) all sums due from the Buyer to RB in relation to the goods, and in relation to all other goods previously supplied to the Buyer by RB.

7.2. The Intellectual Property Rights (trademarks, trade names, copyrights, patents, designs and models, know-how, domain name) are the total and exclusive property of RB and their communication or use within the scope of these T&C does not create, in relation to them, any right or claim on the part of the Buyer. The Buyer undertakes not to perform any act incompatible with the ownership of the Intellectual Property Rights.

7.3. The Buyer acknowledges and accepts that: (I) RB is the exclusive owner of the Trade Marks and the other Intellectual Property Rights; (II) shall refrain from

depositing and registering marks that are identical, similar and/or confusable with the Trade Marks; (III) shall use the Trade Marks and the other Intellectual Property Rights only with the express consent of RB in compliance with the latter's instructions and exclusively for the purposes set forth in these T&C; (IV) undertakes not to modify, alter, remove, cancel or cover the RB Marks or other distinctive signs affixed to the Products or to add other marks or distinctive signs to these; (V) undertakes not to register domain names that are identical, similar or that incorporate RB Marks. Any violation of these provisions shall be prosecuted in accordance with the law.

7.4. In the event that the Buyer has registered or registers any exclusive right to the trademarks, names or other distinctive signs or any domain name of RB and/or those relating to the Products in violation of the provisions of the clause above, such registrations shall be deemed to be automatically and rightfully transferred by the Buyer to RB; therefore, the Buyer hereby undertakes to take all the necessary actions to perfect and make effective the transfer of said rights from the Buyer to RB, without the Buyer being entitled either to consideration or to reimbursement of expenses and costs incurred.

#### **8. Set-Off**

8.1. All amounts due under the T&C shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

#### **9. Warranty and liability**

9.1. RB warrants the products supplied shall, for a period of 12 months from delivery to the Buyer, be free from material defects in design, material and workmanship, be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and conform in all material respects with their description (as specified in the catalogues available on RB website). The Buyer's sole remedy for breach of this warranty shall be for RB (in its sole discretion) to repair, replace or refund the sums paid in respect of the defective product to the Buyer. RB will be able to perform the warranty according to its own time and organization. In case of non-conformance of the product with the warranty, the Buyer shall notify RB within 8 days from their discovery, with adequate documentation.

9.2. Unless expressly agreed otherwise in any separate contract entered into between the parties, the warranty provided does not cover the effects of wear or damage that may arise after delivery due to improper or careless use, excessive stress, use of inappropriate materials or particular effects of external agents. Should the Buyer or third parties make any modifications or repair work that are not appropriate, the warranty shall have no value either directly or on the effects thereof. PPE products and anchoring devices in general are subject to periodic review under the Buyer's responsibility, as per the documentation attached to the product which the Buyer undertakes to comply with.

9.3. If, in carrying out operations that are presumed to be under warranty, it turns out that the damage does not fall under the RB warranty, the Buyer shall bear the costs of such operations. RB shall not be obliged to remedy the defect if the Buyer fails to make payment for the relevant products in full when due.

9.4. Any other warranty claims of the Buyer against

RB and other co-obligations under the warranty are excluded, without prejudice to clause 10 (Other Liability). The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the T&C.

#### **10. Other Liabilities**

10.1. Nothing in these T&C limits any liability which cannot legally be limited, including liability for: (i) death or personal injury caused by negligence; and (ii) fraud or fraudulent misrepresentation; or (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979.

10.2. RB's total liability to the Buyer arising under or in connection with these T&C, whether arising in contract, tort (including negligence), misrepresentation, restitution or otherwise shall not exceed the sums payable by the Buyer to RB in respect of the products to which the claim relates.

#### **11. WEEE recycling**

11.1. The Buyer of EEE is informed of the obligation not to dispose of the same as mixed urban waste and to carry out separate collection for said waste. When purchasing a new EEE, he may deliver the equivalent WEEE to RB in the indicated manner.

#### **12. Force majeure**

12.1. "Force Majeure" means the occurrence of an event or circumstance that prevents or impedes a party from performing one or more of its contractual obligations under the T&C, if and to the extent that that party proves: [a] that such impediment is beyond its reasonable control; and [b] that it could not reasonably have been foreseen at the time of the conclusion of the contract for the purchase of the relevant products; and [c] that the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

12.2. In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.

12.3. A party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what

they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

### **13. Hardship clause**

13.1. The parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.

13.2. Notwithstanding point 13.1., where a party proves that: a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that b) it could not reasonably have avoided or overcome the event or its consequences, the parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

### **14. Termination clause**

14.1. If, after accepting the Buyer's order for the products, RB becomes aware that the Buyer is in a compromised financial situation and/or subject to bankruptcy/proceedings, RB may request a performance guarantee or withdraw from the order, calculating the costs incurred up to that time and being entitled to recover such costs from the Buyer.

### **15. Competent jurisdiction and applicable law**

15.1. The relationship between the parties and these T&C and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. In the event of disputes or claim arising out of or in connection with these T&C, which the parties are unable to resolve amicably, the Courts of England and Wales shall have exclusive jurisdiction.

### **16. Privacy**

16.1. In accordance with applicable data protection laws, the Client is informed that his personal data (name of the contact person/management/owner, address, e-mail address, telephone number, fax number) are necessary for the execution of the contract for the sale and purchase of the products and will be transmitted for this purpose to other companies of the Rotho Blaas Group (<https://www.rothoblaas.com/contacts>) and may also be transmitted to lawyers to enforce its contractual rights, credit institutions, accountants, professionals in the management and administration of RB or service companies working on behalf of RB.

16.2. RB shall retain the data until the expiry of the statutory retention and limitation periods. The data subject enjoys the rights set forth in the applicable data protection laws (right of access to his/her personal data, rectification, cancellation, limitation of processing, personal data portability, opposition to processing, right to lodge a complaint to the Supervisory Authority). For more detailed information

and to exercise these rights, please contact RB privacy contact person at [privacy@rothoblaas.com](mailto:privacy@rothoblaas.com).

### **17. Code of Ethics**

17.1. The Buyer declares to know and respect the contents of RB's Code of Ethics, available on the RB website.

### **18. Variation**

18.1. No variation of the T&C shall be effective unless it is in writing and signed by the parties (or their authorised representatives).