I. Applicability

The following terms and conditions shall apply to the sale of goods, the performance of work as well as for the supply of other deliverables by WITTUR to the purchaser of goods and/or services (**“Purchaser”**).

II. General

1. All deliveries and services are based on these terms and conditions, as well as on any separate contractual agreements agreed in writing between WITTUR and the Purchase and in the event of a conflict between these general terms and conditions and such other contractual agreements these general terms and conditions shall prevail. **Deviating terms and conditions of purchase on the part of the Purchaser shall not become part of the contract, even upon acceptance of the order.**
2. WITTUR reserves the title in and copyrights and all other forms of intellectual property contained within samples, cost estimates, drawings and the like, information, physical and non-physical in nature - also in electronic form; and the Purchaser agrees that the same are not to be made accessible to third parties.
3. The present General Terms and Conditions and the separate agreements referred to in clause 1 above constitute the entire agreement. **Former practices, customs or agreements between the parties, further the practices and customs acknowledged in the given sector do not become part of the contract. The Purchaser declares that it studied and interpreted the clauses of these General Terms and Conditions and explicitly accepts the conditions, especially those in bold.**

III. Price, payment, financial situation of the Purchaser

1. In the absence of a deviating individual agreement, prices shall be ex works, including loading at the appropriate collection address, but excluding packaging and unloading. Value added tax applicable at the respective statutory rate shall be added to the prices.
2. WITTUR reserves the right to adjust prices as follows:
   (a) Where a price list is shown prior to the conclusion of a purchase contract, the prices shown are subject to change at any time and without notice. Only the prices set out in the price lists valid at the time of conclusion of the contract are relevant and shall apply.
   (b) If for any reason beyond the control of WITTUR costs of material, inflation, labour, storage or delivery of the goods and any ancillary costs increase or decrease, WITTUR reserves the right to adjust the price of the ordered goods accordingly.
   (c) In the event of significant cost increases the right to adjust prices also exists with regards to costs occurring after the conclusion of the contract and prior to effecting the delivery, if such cost increases could not be foreseen with sufficient certainty.
3. In the event of late payment, Wittur reserves the right to charge interest of 8% above the Bank of England base rate on overdue accounts.
4. In the absence of a deviating individual agreement, payment shall be made without any deduction, i.e. the total amount is due without deductions as soon as the Purchaser has been informed that the main parts are ready for collection.
5. **The Purchaser shall only have the right to withhold payments or to offset them against counterclaims to the extent that its counterclaims are undisputed, have been finally determined by a court of law or are otherwise required by law.**
6. **Ongoing insolvency or bankruptcy proceedings against the Purchaser's assets entitle WITTUR to withdraw from the contract and to demand the immediate return of the delivery item.**
7. If, after conclusion of a contract with the Purchaser, it becomes apparent that the fulfilment of the Purchaser’s contractual obligations is at risk due to its financial situation (in particular in the event of suspension of payments, application for the opening of insolvency proceedings, seizure or execution measures, raising of bill or cheque protests and return of direct debits, also vis-à-vis or to third parties), WITTUR shall be entitled, at its own discretion, to withhold delivery until either advance payment of the purchase price or provision of appropriate security.
8. Should the advance payment or security deposit pursuant to Section III.6 not be provided by the Purchaser within two weeks, WITTUR shall be entitled to rescind the corresponding agreement.

IV. Delivery periods and dates, delay in delivery

1. Deliveries are made EXW in accordance with Incoterms 2020 from the respective company of WITTUR or from another place as designated by WITTUR, unless expressly agreed otherwise.
2. **Delivery periods and dates shall be individually agreed. They are non-binding, unless they are expressly specified as binding in the individual contract.** Delivery deadlines shall commence upon conclusion of the contract, unless expressly agreed otherwise. However, **delivery deadlines shall not commence until all commercial and technical questions between the parties to the contract have been clarified and the Purchaser has fulfilled all of its obligations to cooperate, such as the provision of the necessary official certificates or permits. To the extent that advance payment has been agreed, delivery deadlines shall not commence before receipt of the agreed payment by WITTUR.** This does not apply if WITTUR is responsible for the delay.
3. **Subsequent changes to the contract may result in an extension of the agreed delivery deadlines and a postponement of the delivery dates.**
4. Compliance with the delivery deadlines and dates shall be subject to the correct and punctual delivery to WITTUR by WITTUR's own suppliers.
5. WITTUR shall make the delivery item available for collection by the Purchaser at the contractually-agreed place of delivery before expiry of the respective delivery deadline and inform the Purchaser accordingly. The Purchaser shall collect the delivery item at the contractually agreed place and date of delivery. Deviating agreements are reserved.
6. If the delivery of the delivery item is delayed for reasons for which the Purchaser is responsible, the costs incurred as a result of the delay shall be charged to the Purchaser.

V. Transfer of Risk, Default of Acceptance, Partial Deliveries

1. The risk of accidental loss and accidental deterioration of the delivery item shall pass to the Purchaser upon delivery. Insofar as the delivery item shall be accepted by the Purchaser in accordance with the contractual agreement and the type of order, acceptance shall be decisive for the transfer of the risk in cases of accidental loss and accidental deterioration of the delivery item. In all other respects, the statutory provisions of the law governing contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. Delivery or acceptance shall be deemed to have taken place if the Purchaser is in default of acceptance.
2. The Purchaser shall be in default of acceptance if it does not collect the delivery item on the bindingly agreed delivery date or, in the case of contractually agreed acceptance, does not accept the delivery item despite readiness for acceptance. In the case of non-binding delivery periods or dates, WITTUR can inform the Purchaser within a period of two weeks that the delivery item is ready for collection and/or, in the case of contractually agreed acceptance, that the items are ready for acceptance; if the customer does not collect and/or take delivery of the goods upon expiry of the period, it shall be in default of acceptance.
3. If the Purchaser is in default of acceptance, if it fails to cooperate or if WITTUR delays delivery for other reasons for which the Purchaser is responsible, WITTUR shall, without prejudice to any other right or remedy of WITTUR, be entitled to demand compensation for the resulting damage and for any additional expenses incurred (e.g. storage costs). **The Purchaser shall pay WITTUR expenses of GBP 15.00 per square metre and per month for storage costs incurred for the above-mentioned reasons as penalty payment.**
4. WITTUR shall be entitled to make partial deliveries provided that their acceptance is not unreasonable for the Purchaser, and in particular if the delivery of the remaining ordered delivery item is secured and the Purchaser does not incur any considerable additional expenditure or costs as a result of this (unless WITTUR declares its willingness to bear these costs).
5. WITTUR undertakes to take out the insurances as required by the Purchaser at the Purchaser's expense. WITTUR is entitled to demand the corresponding insurance premiums from the Purchaser in advance.

VI. Retention of title, insurance

1. **WITTUR retains its title to the delivery item until receipt of the purchase price of the delivery item.**
2. Until title to the delivery item has passed to the Purchaser, the Purchaser shall:
   a) Store the delivery item separately from all other goods held by the Purchaser sot that they remain readily identifiable as WITTUR's property;
   b) not remove, deface or obscure any identifying mark or packaging on or relating to the delivery item;
   c) Maintain the delivery item in satisfactory condition and keep them insured in accordance with Sections VI.6-VI.7;

d) Allow WITTUR to inspect the delivery item; and
e) Give WITTUR such information as WITTUR may reasonably require from time to time relating to (i) the delivery item and (ii) the ongoing financial position of the Purchaser.

3. [The Purchaser may resell or use the delivery item in the ordinary course of its business (but not otherwise) before WITTUR receives payment for the delivery item, providing it:
   a) Does so as a principal and not as WITTUR's agent; and
   b) Permits (and procures its customers to permit) WITTUR to retain title to the delivery item until the Purchaser has paid the purchase price for the delivery item.]
4. At any time before title to the delivery item passes to the Purchaser, WITTUR may:
   a) [By notice in writing, terminate the Purchaser's right under section VI.4 to resell the delivery item or use them in the ordinary course of its business; and]
   b) Require the Purchaser to deliver up the delivery item in its possession that have not been resold (and regardless of whether they have been modified combined, processed or otherwise changed), and if the Purchaser fails to do so promptly, enter any premises of the Purchaser or of any third party where the relevant delivery item is/are stored in order to recover them.

5. The Purchaser must insure the delivery item for the full price against all risks including, but not limited to, transport, fire, theft, and water damage from the time it is handed over to the final transfer of ownership and bear the costs thereof.
6. The Purchaser shall obtain an endorsement of WITTUR's interest in the delivery item on its insurance policy, subject to the insurer being willing to make the endorsement.
7. On request, the Purchaser shall allow WITTUR to inspect the insurance policy.
8. The Purchaser is obliged to inform WITTUR immediately of any seizures or other restrictions pertaining to WITTUR's ownership. A breach of this obligation shall render the Purchaser liable for damages. The consequences pursuant to Section III.6 shall apply. Any intervention costs incurred shall be borne by the Purchaser.

VII. Warranty

WITTUR provides the following warranty for material defects and defects of title of the delivery to the exclusion of further claims – subject to Section VIII:

1. **The Purchaser's rights in respect of defects presuppose that it inspects the delivery item on delivery in respect of quantity and quality (random inspection is not sufficient) and provides proper notice of defects immediately. Should the Purchaser not provide a proper notice of missing quantities or defects immediately, the delivery item qualifies as accepted and Purchaser loses its right to warranty unless there was a hidden defect which was not discoverable during inspection.**
2. Complaints must be made in writing with a specific indication of the defect. **WITTUR must be notified in writing of incomplete deliveries and other recognizable defects immediately, but at the latest within one week after delivery; notification regarding hidden defects is to be made immediately and at the latest within one week after their discovery**. Acceptance and/or approval of the delivery item may not be refused due to insignificant defects. Claims arising from delayed notification of defects are excluded.
3. The costs for the inspection of the delivery item shall be borne by the Purchaser.
4. In the case of defective goods, **WITTUR shall, at its own discretion,** provide subsequent performance by remedying the defect (repair) or deliver an item free of defects (subsequent delivery). Goods cannot be returned without WITTUR's prior authorization. Duly authorized returns shall be sent to WITTUR's premises at Unit 11 Broncoed Business Park, Wrexham Road, Mold, Flintshire, CH7 1HP.
5. After agreement with WITTUR, the Purchaser must give WITTUR the necessary time and opportunity to carry out all repairs and subsequent deliveries that appear necessary. **Only in urgent cases, where operational safety is endangered, or in order to prevent disproportionately large damage, the Purchaser shall have the right to remedy the defect itself or have it remedied by third parties, and then demand reimbursement of the necessary expenditure from WITTUR. WITTUR is to be informed immediately of the intended remedying method and the estimated expenditure for remedying the defect - if possible in writing - and the remedying method is to be agreed with WITTUR.** The right of self-remedy does not exist if WITTUR would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.
6. Of the costs arising from the repair or subsequent delivery, WITTUR shall bear the costs regarding the subsequent delivery, including any agreed shipping costs, insofar as the complaint proves to be justified.

7. Within the context of the statutory provisions, the Purchaser has a right to withdraw from the contract if WITTUR - by taking into account the statutory exceptions - allows a reasonable period of time to remedy the defect or to make a subsequent delivery due to a material defect to lapse fruitlessly. The Purchaser's right of withdrawal or the assertion of a claim for damages instead of the entire performance is excluded in case of an insignificant defect that does not significantly impair the use of the delivery item.
8. WITTUR shall only be liable for public statements, in particular in advertising, if WITTUR has initiated them. **In such cases, WITTUR is only liable if the advertising actually influenced the purchase decision.**
9. Subject always to Section II.4, guarantees shall only be assumed by WITTUR if a special agreement has been made. **Any reference to technical standards, e.g. DIN standards, serves only to describe the goods and does not constitute a guarantee or representation.**
10. In particular in the following cases a warranty is not assumed:
    Unsuitable or improper use, faulty assembly or commissioning by the Purchaser or third parties, natural wear and tear, faulty or negligent treatment, improper maintenance, unsuitable operating materials, defective construction work, unsuitable subsoil, chemical, electrochemical or electrical influences - insofar as WITTUR is not responsible for them.
11. If the Purchaser or a third party carries out improper repairs, WITTUR shall not be liable for the resulting consequences. The same shall apply to changes to the delivery item made without WITTUR's prior written consent.
12. The limitation period for warranty rights shall be one year from delivery of the delivery item. However, this limitation shall not apply if (i) a defect has been fraudulently concealed or (ii) a guarantee has been given for the quality of the delivery item (in this respect, the guarantee regulation or limitation period resulting from the guarantee may apply). In the event of claims for damages, this limitation shall not apply in the following cases: (i) injury to human life, physical safety or health, (ii) wilful misconduct and (iii) gross negligence on the part of WITTUR's officers or directors, and (iv) any other liabilities that cannot be excluded by law.

VIII. Liability

1. If the delivery item cannot be used by the Purchaser in accordance with the contract due to WITTUR's fault as a result of the breach of contractual ancillary obligations, the provisions of Sections VII. and VIII. 2 et seq. shall apply accordingly to the exclusion of further claims by the Purchaser.
2. **Subject to Section** VIII.4, **any liability on the part of WITTUR – for whatever legal reasons – is excluded for damage that has not occurred to the delivery item itself. WITTUR is therefore in no way liable for consequential damage caused by a defect and other consequential damages, indirect or collateral damages, financial losses, damage caused by delays, damages to third parties, non-material damages, loss of profit or damages resulting from loss of production, loss of use or the like.**
3. **WITTUR shall be liable for negligence and only up to the amount of the typical, foreseeable direct damage.**
4. The limitations of liability and exclusions in Sections VIII.2. and VIII.3. shall not apply to damages resulting from injury to life, body or health caused by WITTUR's negligence, or in the event of fraud or fraudulent misrepresentation or in the event of liabilities that cannot be excluded or limited by law.
5. Insofar as WITTUR's liability is excluded or limited, this shall also apply to WITTUR's employees, executives, representatives and vicarious agents.
6. WITTUR's obligations based on quality or durability guarantees are not restricted by the provisions in Sections VIII.2. to VIII.5.
7. **Subject to Sections VIII.1 to VIII.6, WITTUR's total lability to the Purchaser arising under or in connection with this contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise shall not exceed the total purchase price of the deliveries and services to which the claim relates.**

IX. Statute of limitations

The Purchaser waives all right to bring a claim under or in connection with this contract 12 months after the termination of this contract. The provisions in section VII.12. sentence 2 remain unaffected.

X. Force Majeure

1. If WITTUR is hindered in its performance of its contractual obligations due to force majeure such as mobilization, war, terrorism, riots, natural disasters, flooding, fire, explosions or other unforeseeable circumstances for which WITTUR

is not responsible, such as strikes or lawful lock-outs, operational or transport disruptions, difficulties in procuring raw materials, virus and other attacks by third parties on the IT system of WITTUR, insofar as these occur despite the observance of the usual care taken in protective measures, as well as direct or indirect effects of epidemics or pandemics (including COVID-19), including associated official authorities, legal or other measures, the agreed delivery periods shall be extended by the duration of the hindrance plus a reasonable start-up period. WITTUR shall not be held responsible for the aforementioned circumstances even if they occur during an already existing default. WITTUR shall inform the purchaser of the beginning and the expected end of such circumstances as soon as possible.

2. In the event of force majeure WITTUR also has the right (a) to reject an order or (b) if the hindrance lasts six weeks or longer to cancel an order. If the hindrance lasts six weeks or longer the Purchaser may also rescind the contract.

XI. Compliance with regulations and export

1. Purchaser shall comply with all applicable legal, regulatory and governmental requirements, including applicable import and export regulations and other laws of the country in which Purchaser sells, otherwise places on the market or uses the goods. Purchaser shall obtain and maintain, in a timely manner, all necessary permits and licenses and any other authorizations required to use or export the goods under all such applicable laws.
2. WITTUR is entitled to withhold delivery to the Purchaser if the delivery to the Purchaser would violate such applicable laws or if the required permits have not been procured and this is not due to the fault or responsibility of WITTUR.
3. WITTUR also reserves the right (a) to reject an order or (b) to cancel an order if such order or the subsequent delivery would infringe applicable sanction laws or embargoes.
4. The Importer/Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation/Belarus or for use in the Russian Federation/Belarus any goods supplied under or in connection with the Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and Article 8g of Council Regulation (EC) No. 765/2006.
5. The Importer/Buyer shall undertake its best efforts to ensure that the purpose of paragraph 4 is not frustrated by any third parties further down the commercial chain, including by possible resellers.
6. The Importer/Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 4.
7. Any violation of paragraphs 4, 5 or 6 shall constitute a material breach of an essential element of the Agreement, and the Exporter/Seller shall be entitled to seek appropriate remedies, including, but not limited to a) termination of the Agreement; and b) a penalty of 100% of the total value of the Agreement or price of the goods exported, whichever is higher.
8. The Importer/Buyer shall immediately inform the Exporter/Seller about any problems in applying paragraphs 4, 5 or 6, including any relevant activities by third parties that could frustrate the purpose of paragraph 3. The Importer/Buyer shall make available to the Exporter/Seller information concerning compliance with the obligations under paragraph 4, 5 and 6 within two weeks of the simple request of such information.

XII. Applicable law, place of jurisdiction

1. This contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this contract or its subject matter or formation.