

GLENHEAD ENGINEERING LIMITED
Standard Terms and Conditions of Sale

1) Definitions

- .1 In these terms and conditions ("the **Conditions**"), unless otherwise stated, the following terms shall have the following meanings:
- "**Contract**" means the contract for the manufacture and thereafter sale and purchase of the Goods made between Seller and Purchaser in all cases on Conditions but which may be constituted in any form;
- "**Force Majeure Event**" means an event beyond the reasonable control of the Seller including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors;
- "**Goods**" shall mean any products, articles, services or corporeal moveables offered for sale by Seller and purchased or to be purchased by Purchaser and as specified in the Contract;
- "**Intellectual Property Rights**" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- "**Order**" means the Purchaser's order for the supply of Goods (in whatever form);
- "**Seller**" means Glenhead Engineering Limited, a company incorporated in Scotland with registered number SC277290;
- "**Specification**" means any specification document prepared by the Purchaser or the Seller;
- "**parties**" means the Purchaser and the Seller (each a "party"); and
- "**Purchaser**" means the person, firm or company seeking to purchase any Goods from Seller;

- .2 Every Order issued by Purchaser (in whatever form) shall, once accepted by the Seller constitute a separate Contract.

2) Seller's Conditions to Apply

- .1 The Order constitutes an offer by the Purchaser to purchase Goods in accordance with these Conditions.
- .2 These Conditions apply to the Contract to the exclusion of any other terms that the Purchaser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing (including without prejudice to the foregoing generality, any contained in any Order form used by Purchaser), and notwithstanding anything to the contrary in such other terms and conditions.
- .3 The Contract constitutes the entire agreement between the parties. The Purchaser acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.
- .4 Any samples, drawings, descriptive matter or advertising issued by the Seller and any descriptions of the Goods contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- .5 No amendment, variation of, or addition to any part of these Conditions may be made except in writing signed by a duly authorised representative of Seller and Purchaser and any other amendments, variations etc. or purported amendments, variations etc. to these Conditions shall be invalid and unenforceable.

3) Sale and Purchase of the Goods

- .1 The Seller shall sell the Goods to the Purchaser and the Purchaser shall purchase them in accordance with these Conditions.
- .2 Unless credit terms have been agreed in writing, the Goods shall be invoiced and paid for in full prior to delivery. Time for payment shall be of the essence of the Contract.
- .3 The price payable for the Goods shall be that quoted or determined by the Seller (whether before or after conclusion of the Contract) and accepted by Purchaser. ("the **Price**") In the absence of agreement in relation to the Price, the Price payable shall be the price set out in the Seller's published price list as at the date of delivery.
- .4 Any Price quoted by Seller shall, unless otherwise indicated, be exclusive of the costs of delivery and carriage.
- .5 The Seller reserves the right to increase the Price of the Goods, by giving notice to the Purchaser at any time before delivery, to reflect any increase in the cost of the Goods to the Seller that is due to:
- (i) any factor beyond the control of the Seller (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs;
 - (ii) any request by the Purchaser to change the delivery date(s), quantities or types of Goods ordered; or
 - (iii) any delay caused by any instructions of the Purchaser in respect of the Goods or failure of the Purchaser to give the Seller adequate or accurate information or instructions in respect of the Goods.
- .6 Where the Goods are made up (or partly made up of) services the Seller shall have the right to make any changes to such services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the services, and the Seller shall notify the Purchaser in any such event.
- .7 Value Added Tax will be added to the Price for the Goods at the rate applicable on the invoice date. Seller reserves the right to increase or otherwise vary the Price for the Goods where, after an Order has been placed by Purchaser but prior

to delivery, new, additional, or increased taxes, levies, tariffs, or duties are levied in respect of the Goods by H M Government (including the Inland Revenue and H M Customs and Excise) or any other taxing authorities.

- .8 Without limiting any other right or remedy of the Seller, if any invoice remains unpaid beyond the agreed date for payment, interest will run on the amount outstanding at the rate of five per cent per annum above the base lending rate of The Royal Bank of Scotland plc from time to time accruing on a daily basis from the due date for payment until the date of actual payment of the overdue amount, whether before or after judgment.
- .9 The Purchaser shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Purchaser shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may, without limiting its other rights or remedies, set off any amount owing to it by the Purchaser against any amount payable by the Seller to the Purchaser.
- .10 In the event that Purchaser provides to Seller free issue material ("Free Issue") in terms of the Contract and for whatever reason, the work carried out on the Free Issue is claimed by Purchaser to be defective or not in accordance with the Specification then Purchaser may either (i) provide Seller with further Free Issue to complete the Contract, but such further Free Issue shall be at the cost of Purchaser; or (ii) terminate the Contract without prejudice to Seller's whole other rights and remedies, in which case the Free Issue may be collected by Purchaser at Purchaser's cost, from Seller's premises. If not collected within 14 days of the date of termination of the Contract, storage charges may apply and the Free Issue will not be released by the Seller until such charges are paid.

4) Delivery

- .1 Unless otherwise agreed, the Seller shall deliver or arrange for delivery of the Goods to such place or address as the Purchaser may specify in the Order. The Purchaser shall ensure the suitability for access to its specified delivery address of Seller's (or Seller's carrier's) vehicles but Seller's (or Seller's carrier's) driver shall have the final decision on such suitability and may refuse to deliver. Purchaser shall provide such manpower and facilities as are required to promptly unload the Goods.
- .2 If the Purchaser and Seller agree, Goods may be collected by the Purchaser from the Seller's premises without charge for delivery or carriage. If not collected within 14 days of the agreed date for collection storage charges may apply and the Goods will not be released until such charges are paid. The Purchaser shall have sole responsibility for loading of Goods and shall indemnify the Seller for any claims arising therefrom. The Seller shall have no liability whatsoever where its employees assist the Purchaser in loading of Goods and Purchaser shall indemnify Seller for any claims or liabilities arising there from.
- .3 Seller shall use reasonable endeavours to deliver the Goods within a reasonable period but, unless otherwise expressly agreed in writing, delivery dates specified by Purchaser or Seller are approximate and given for guidance only. Time shall not be of the essence of the Contract with regard to delivery. Seller shall not be under any liability to Purchaser for any delay in delivery or for non-delivery of the Goods (as a result of a Force Majeure Event or otherwise) nor may Purchaser cancel the Contract or treat it as repudiated.
- .4 The Seller may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Purchaser to cancel any other instalment.
- .5 The Purchaser must notify the Seller in writing within seven days of the date of delivery or collection of the Goods of any damage to or defects in all or any part of the Goods, or if the quantity delivered is not as stated in the Contract or as agreed between Seller and Purchaser. Seller shall use its best endeavours to procure that Goods are suitably packaged prior to dispatch but without liability to Purchaser for damage for want of suitable packing. The Seller shall have no liability whatsoever to the Purchaser in respect of damage, defects or short delivery and the Purchaser shall be deemed to have irrevocably waived all its rights and remedies which it might otherwise have had in relation to such damage, defects or short delivery unless proper notification has been made in accordance with this clause 4.5 and clause 8.3 of these Conditions.
- .6 Where the Goods are made up (or partly made up of) services, the Seller shall use all reasonable endeavours to meet any performance dates agreed for the services, but any such dates shall be estimates only and time shall not be of the essence for the delivery of any services. The Seller warrants to the Purchaser that the services will be delivered using reasonable care and skill.

5) Title

- .1 Property and title to the Goods will not pass until such time as payment is made in full to Seller of all sums and debts due in respect of the Goods supplied not only under the Contract but also under any other contract for the supply of goods and all other sums for the time being howsoever due or to become due by the Purchaser to the Seller.
- .2 Until property in and title to the Goods passes to the Purchaser, the Purchaser shall:
 - (i) keep the Goods in good repair and condition and store them separately from any other property in its possession so that the Goods are readily identifiable and separable from any other goods stored on Purchaser's premises or otherwise in its possession;
 - (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (iii) maintain the Goods in satisfactory condition and keep them insured against all risks for their full Price on the Seller's behalf from the date of delivery;

- (iv) notify the Seller immediately if it becomes subject to any of the events listed in clause 9.2;
- (v) give the Seller such information relating to the Goods as the Seller may require from time to time.

- .3 Until such time as property and title to the Goods has passed to the Purchaser, the Seller shall be entitled to enter upon the Purchaser's premises at any time (without giving prior notice) and repossess the Goods. Alternatively, the Seller may require the Purchaser at any time forthwith and at the Purchaser's expense to deliver the Goods to the Seller.
- .4 If Seller delivers the Goods to the Purchaser prior to payment of the Price for the Goods and/or if any other sum is due by Purchaser to the Seller and the Purchaser sells the Goods to a third party, the Purchaser shall make such sale only as trustee for Seller and the proceeds of that sale shall be identified and kept separate from Purchaser's general bank accounts as monies to be held upon trust and payable on demand to the Seller.

6) Risk

Risk in the Goods shall pass from the Seller to the Purchaser on delivery (or collection of the Goods by Purchaser) notwithstanding that property and title to the Goods may not yet have passed to the Purchaser.

7) Lien

The Seller shall have and be entitled to exercise a first and general right of lien over all or any Goods or other items of the Purchaser from time to time lawfully in its possession (or that of its employees or agents) in respect of all monies outstanding at any time by the Purchaser to the Seller.

8) Warranties and Implied Terms

- .1 Unless otherwise stated, the Goods are not tested or sold as fit for any particular purpose or as conforming to any general or particular standards nor to any specification.
- .2 Unless otherwise stated, and except as provided in this Clause 8 or in respect of any warranty or term implied by law and which by law cannot be excluded, Seller gives no warranty, representation or undertaking, whether express or implied, regarding the condition or quality of the Goods and all such terms, warranties, representations and/or undertakings implied by law are to the maximum extent permitted hereby excluded, including without prejudice to the foregoing generality, those implied by Sections 13, 14 and 15 of the Sale of Goods Act 1979 as amended by the Sale and Supply of Goods Act 1994.
- .3 If the Goods or any of them supplied to the Purchaser are defective, the Seller shall be entitled but not obliged, at its sole option and discretion either to repair or to replace the defective Goods. The Purchaser shall have no other remedy in respect of defective Goods and in particular but without prejudice to the foregoing generality, shall have no remedy in damages. The Purchaser shall notify any defects in the Goods to Seller in accordance with clause 4.5 and in the event that Purchaser fails to notify any defects in the Goods accordingly it shall be deemed to have irrevocably waived all its rights and remedies which it might otherwise have had with regard to such defects in respect of the Goods.
- .4 The Seller shall not be liable for any defective Goods if:
 - (i) the Purchaser makes any further use of such Goods after giving a notice in accordance with clause 4.5;
 - (ii) the defect arises because the Purchaser failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - (iii) the defect arises as a result of the Seller following any drawing, design or Specification supplied by the Purchaser;
 - (iv) the Purchaser alters or repairs such Goods without the written consent of the Seller;
 - (v) the defect arises as a result of wilful damage, negligence, or abnormal working conditions; or
 - (vi) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- .5 Except to the extent implied by law and which by law cannot hereby be excluded, the Seller shall not under any circumstances be liable to the Purchaser for any indirect or consequential loss including without prejudice to the foregoing generality, financial loss, loss of profits, production, anticipated savings or income. Where any person, firm or company by whom the Seller is or has been supplied validly excludes limits or restricts his or its liability to the Seller in respect of the Goods or any of them or any loss or damage arising in connection therewith, then the liability of the Seller shall be correspondingly excluded, limited or restricted.
- .6 The Seller's total liability to the Purchaser in respect of all other losses arising under or in connection with the Contract, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price.

9) Termination

- .1 The Seller shall be entitled to terminate the Contract or any other contract for the supply of Goods between the Purchaser and the Seller in the event that, in the opinion of the Seller acting reasonably, the Purchaser is in material breach of any terms thereof.

- .2 The Seller may terminate the Contract by giving the Purchaser not less than one months' written notice.
- .3 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Purchaser if:
- (i) the Purchaser 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) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - (ii) the Purchaser 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 (where a company) for the sole purpose of a scheme for a solvent amalgamation of the Purchaser with one or more other companies or the solvent reconstruction of the Purchaser;
 - (iii) 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 the Purchaser (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Purchaser with one or more other companies or the solvent reconstruction of the Purchaser;
 - (iv) 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 the Purchaser (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Purchaser with one or more other companies or the solvent reconstruction of the Purchaser;
 - (v) the Purchaser (being an individual) is the subject of a bankruptcy petition or order;
 - (vi) a creditor or encumbrancer of the Purchaser 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 its assets and such attachment or process is not discharged within 14 days;
 - (vii) 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 Purchaser (being a company);
 - (viii) a floating charge holder over the assets of the Purchaser (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - (ix) a person becomes entitled to appoint a receiver over the assets of the Purchaser or a receiver is appointed over the assets of the Purchaser;
 - (x) any event occurs, or proceeding is taken, with respect to the Purchaser in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in the foregoing sub-clauses (i)-(ix) (inclusive);
 - (xi) the Purchaser suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
 - (xii) the Purchaser (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- .4 Upon termination of the Contract for any reason, the Seller shall be entitled to repossess the Goods or any other goods supplied under the Contract or such other contract where any sum remains outstanding in respect of the Goods or any other such goods. Furthermore, all sums due by the Purchaser to the Seller at the date of termination of the Contract or any other such contract shall become immediately due and payable by the Purchaser to the Seller without prejudice to the Seller's whole other rights and remedies. Any clause of these Conditions which expressly or by implication has effect after termination shall continue in full force and effect.
- .5 Without limiting its other rights or remedies, the Seller shall have the right to suspend the supply of Goods under the Contract or any other contract between the Purchaser and the Seller if:
- (i) the Purchaser fails to pay any amount due under this Contract on the due date for payment; or
 - (ii) the Purchaser becomes subject to any of the events listed in clause 9.3, or the Seller reasonably believes that the Purchaser is about to become subject to any of them.

10) Intellectual Property Rights

- .1 The Purchaser acknowledges that any and all Intellectual Property Rights created, developed, subsisting or used in or in connection with the Goods (including without prejudice to the generality of the foregoing, any rights in designs, manual, documentation, plans, drawings, specifications or schematics proposed by or on behalf of the Seller) are and shall remain the sole property of the Seller and nothing in the Contract or these Conditions shall be construed as a grant of rights to Purchaser thereto. The Purchaser shall not during or at any time after the completion, expiry or termination of the Contract in any way question or dispute the ownership by the Seller thereof.

- .2 In the event that new inventions, designs or processes evolve in performance of or as a result of the Contract, the Purchaser acknowledges that all Intellectual Property Rights created, developed, subsisting or used in or in connection with the same shall be the property of the Seller unless otherwise agreed in writing by the Seller.
- .3 The Purchaser shall indemnify the Seller fully against all liabilities, costs and expenses which the Seller may incur as a result of work done in accordance with the Purchaser's contribution to the Specification involving infringement of any Intellectual Property Rights.
- .4 The Purchaser agrees to indemnify and save harmless and defend at its own expense the Seller from and against any and all claims of infringement of Intellectual Property Rights affecting the Goods and based upon the Purchaser's contribution to the Specification approved by the Purchaser.

11) Severability

To the extent that any clause or part of these Conditions is or becomes invalid or unenforceable for any reason, the remainder of these Conditions shall remain in full force and effect to the intent that any invalid or unenforceable clause or provision shall be entirely separate and separable.

12) Force Majeure

The Seller shall be entitled to cancel or suspend the Contract and/or the sale and supply of the Goods without liability for loss or damage if performance of its obligations is prevented or in any way adversely affected by reason of any Force Majeure Event.

13) Confidentiality

A party (the "Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (the "Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 13 shall survive termination of the Contract.

14) General

- .1 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- .2 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- .3 The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party. The Purchaser shall not, without the prior written consent of the Seller, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- .4 The Purchaser shall be responsible for obtaining and maintaining all necessary licences, permissions and consents which may be required under the Contract.

15) Notices

- .1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- .2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second business day after posting, or if sent by fax, on the next business day after transmission.
- .3 This clause 14 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

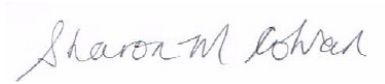
16) Governing Law

The Contract and these Conditions and any dispute or claim arising out of them in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by the Laws of Scotland and Seller and Purchaser hereby prorogate the non-exclusive jurisdiction of the Scottish Courts.

Signed on Behalf of Glenhead Engineering Ltd.

Date 02nd June 2022

Position Operations Manager – Sharon Colvan

A handwritten signature in black ink, reading "Sharon M Colvan". The signature is written in a cursive style with a large 'S' and 'M'.