

GENERAL TERMS AND CONDITIONS OF SALE

These terms and conditions of sale ("Terms") govern all current and future sales Contracts between Rotalink Ltd ("Rotalink") and the customer identified in the Order ("Customer"). Unless expressly waived in writing, these Terms 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. By ordering any Goods and/or Services from Rotalink, the Customer agrees to be bound by these Terms.

1. DEFINITIONS

1.1 In these Terms:

"Contract" shall mean the contract between the Customer and Rotalink for the provision of Goods and/or Services, which is formed upon the acceptance of the Order by Rotalink. The subject matter of the Contract shall consist exclusively in the supply, by Rotalink to the Customer, of the Goods and/or the Services expressly and specifically indicated in the Contract. The supply of any equipment, machinery, goods and/or services that is not expressly and specifically undertaken by Rotalink as indicated in the Contract and its enclosures shall be deemed excluded from the subject matter of the Contract;

"Force Majeure Event" shall mean any event beyond Rotalink's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics, embargo or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or sub-contractors;

"Goods" shall mean any goods ordered by the Customer in accordance with the official products list published by Rotalink and in force from time to time at the date of the Order;

"Order" shall mean the order placed by the Customer requesting Goods and/or Services from Rotalink;

"Invoice" shall mean the formal document issued by Rotalink to the Customer which requests payment for goods or services provided and serves as a record of the transaction;

"Services" shall mean any services ordered by the Customer which Rotalink has agreed to provide, including but not limited to the development, assembly, installation, storage, maintenance, commissioning and start-up of the Goods;

"Specification" shall mean the specification for the Goods and/or Services, including any related plans and drawings that are agreed in writing by the parties, as set out in the Contract.

"Warranty Period" shall mean the period set out in clause 9;

"Working Day" shall mean any day other than a Saturday or Sunday or a public holiday in Rotalink's country.

- 1.2 Any reference in these Terms and/or in the Contract to commercial terms of delivery, for example "EX WORKS", "FOB", "CIF", etc. shall be deemed to have the meanings ascribed to them in the "Incoterms" of the International Chamber of Commerce in the version in force as at the date the Contract is entered into.

2. PURCHASE ORDERS

- 2.1 The Customer may place a written Order compulsorily by email, adding a reference to the Customer's PO number, if any.
- 2.2 Each Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Terms which will only be deemed accepted when Rotalink issues written acceptance.
- 2.3 Any quote issued by Rotalink will be deemed valid for 90 (ninety) days from the date of the quote. After this date, the quote will be deemed ineffective.
- 2.4 Orders submitted by the Customer either direct to Rotalink or via agents and representatives of Rotalink are not binding until acceptance has been issued in writing by Rotalink, at which point the Contract shall enter into force.
- 2.5 The collection of money or debt securities paid at the time an Order is placed by the Customer does not constitute acceptance of the Order. In the event of non-acceptance of Orders by Rotalink, Rotalink will return any sums received, without interest.
- 2.6 Without prejudice to the execution of Orders already confirmed, Rotalink may suspend or terminate, at

any time and without notice to the Customer, the production and supply of any of the Goods and/or Services in its price lists and the Customer acknowledges and agrees that Rotalink shall not be in any way liable to the Customer for any possible damages, be they direct or indirect, which may be suffered by the Customer as a result of such decision by Rotalink.

- 2.7 The Goods will be in compliance with technical specifications described in the official products list of Rotalink in force at the date of the Contract. Rotalink shall be entitled to make modifications or improvements to the technical specifications of the Goods or in design due to any construction or commercial decision of Rotalink or changed market conditions, or availability of materials or any other reason, or to suspend or cease their production and the Customer acknowledges and agrees that Rotalink shall not be in any way liable to the Customer for any possible damages, be they direct or indirect, which may be suffered by the Customer as a result of such decision by Rotalink.
- 2.8 The Customer shall inform Rotalink of any special requirements, environmental considerations, regulations (statutory or otherwise), variations or hazards applicable to the Goods in the country/place of installation or use and/or to the Services in the country/place of provision or execution. It shall be the sole responsibility of the Customer to ensure that the Goods comply with all relevant legislation including environmental legislation. The Customer shall be responsible for any discrepancies, errors or omissions in any drawings and/or information supplied by the Customer to Rotalink and shall indemnify Rotalink against any loss caused by such discrepancies, errors or omissions.
- 2.9 The Customer shall indemnify Rotalink against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis and other reasonable professional costs and expenses) suffered or incurred by Rotalink in connection with any claim made against Rotalink for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Rotalink's use of the Specification.
- 2.10 Any sample, drawings, descriptive matter, or advertising produced by Rotalink and any

descriptions or illustrations contained in Rotalink's catalogues or brochures are produced 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.

- 2.11 All weights, measurements, powers, capabilities, and other particulars of Goods and/or transport costs quoted by Rotalink are stated in good faith and are approximate. Rotalink shall not be liable for any deviation from these estimates.

3. PRICE

- 3.1 Unless the parties have expressly agreed in writing specific prices and/or price lists, the price of the Goods and Services shall be those specified in the Suggested End User Price List & Catalogue ("Price List") issued to the Customer by Rotalink and in force at the time of acceptance of the Order by Rotalink. In the event that there is not any recent Price List, the Price List in force at the time of acceptance of the Order by Rotalink shall apply.
- 3.2 The price of the Goods and/or Services are VAT and WEEE (Waste from Electrical and Electronic Equipment) fees excluded. In the event of a loss or increase of more than 2% (two percent) of the currency exchange rate for raw materials and components imported by Rotalink from outside the European Union, Rotalink reserves the right to apply immediately such change in the currency exchange rate also to the price of the Goods to be delivered to the Customer. Unless otherwise specified, the price quoted is on the basis of delivery Ex-Works Rotalink's premises as detailed in the acceptance of the Order issued by Rotalink, and does not include any tax, customs duty, and/or charges and delivery costs which shall be payable by the Customer in addition to the price quoted.
- 3.3 Rotalink shall be entitled to adjust prices of the Goods and/or Services due to increases in its supply chain and/or of its operating costs, by informing the Customer accordingly. The respective price adjustment shall become binding one month after receipt of such notice with the new Price List by the Customer. All prices of any Price List or price quoted by Rotalink to the Customer do not include shipping costs, postage, insurance and other costs related to returning the Goods.
- 3.4 Any additions or modifications to the Goods and/or Services requested by the Customer will be charged separately and added to the price of the Goods.

- 3.5 In the event that the delivery date of a Contract is delayed due to acts or omissions by the Customer, Rotalink shall not be responsible for any deterioration of the Goods during such period of delay.
- 3.6 If any provision of law, charge, duty, regulation, levy or tax has changed after the date of a quote or of the Price List issued by Rotalink, which affects Rotalink's performance of the Contract, the price and completion date will be amended by Rotalink accordingly.
- 4. PAYMENT**
- 4.1 Unless otherwise agreed in writing between the parties, payments must be made in full without set off or deduction or withholding on the date agreed by the parties in each Contract, or where not stated, within 30 (thirty) days from the Customer receiving the Invoice from Rotalink ("Due Date"). Should the Customer fail to make the payment in accordance with the agreed payment terms, Rotalink is entitled to withhold the processing of the Contract.
- 4.2 Any payments are not deemed to be accepted until received in full, cleared funds by Rotalink. Any agents or representatives of Rotalink are not entitled nor authorised to receive payments on behalf of Rotalink.
- 4.3 If the Customer fails to make any payment in full by the Due Date, then, without limiting Rotalink's remedies under clause 13 the Customer 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%. In the event that this rate of interest is deemed unenforceable by any applicable law, the Customer shall pay interest at the highest rate permitted by applicable law or by any competent jurisdiction.
- 4.4 Without limiting its other rights or remedies, Rotalink may suspend provision of any of the Goods or Services under the Contract or any other contract between the Customer and Rotalink if the Customer fails to pay any amount due under this Contract on the Due Date, until the payment is made by the Customer and received in full, cleared funds by Rotalink.
- 4.5 Where delivery of the Goods is delayed at the request of the Customer, Rotalink reserves the right to Invoice for the Goods in accordance with the billing payment terms set out in the Contract.
- 4.6 In the event of default or delay of payment by the Customer, Rotalink reserves the right to immediately revoke any more favourable payment conditions and suspend deliveries, production of pending Contracts and/or registration/acceptance of new Orders of the Customer.
- 4.7 Any possible claim concerning the performance and the carrying out of any Contract between the Customer and Rotalink, shall not entitle the Customer to suspend or delay payments to Rotalink.
- 5. DELIVERY AND SHIPPING**
- 5.1 Any delivery times indicated by Rotalink in the Contract are approximate only. Time of delivery is not of the essence.
- 5.2 Rotalink may deliver the Goods by instalments, which may at Rotalink's option 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 Customer to cancel any other instalment.
- 5.3 Unless otherwise agreed in writing between the parties, delivery of the Goods shall be Ex-Works Rotalink's premises and the cost of shipping and transportation of the Goods shall be borne by the Customer, who within 5 (five) days of being informed by Rotalink that the Goods are ready for delivery, must appoint a carrier and inform Rotalink.
- 5.4 Rotalink is entitled to ask the Customer to pay a sum equal to 1% (one percent) of the agreed price of the Goods, plus any relevant taxes, for each calendar day or part calendar day that delivery of the Goods is delayed beyond the Due Date for the Customer's fault, up to a maximum aggregate amount equal to 3 (three) times the value of the Goods, as reimbursement of storage costs incurred by Rotalink. The Customer agrees that this is a genuine pre-estimate of the loss that would be incurred by Rotalink in the event of any delay.
- 5.5 If the Customer requests Rotalink to arrange shipping and transportation of the Goods on its behalf and at its costs, then – subject to the Customer providing any and all necessary information – Rotalink will quote this service to the Customer and, after confirmation by the Customer, will appoint the carrier on behalf of the Customer, without bearing any liability with regard to the choice of the carrier and its fulfilment of the shipment or any other services related thereto. In the event that the Customer for any reason requests Rotalink to postpone, in whole or in part, the delivery of the

Goods, or in any case commit any acts or omissions which delay or impede the delivery of such goods, any additional costs due to any further consignment and/or deposit, will be borne by the Customer.

- 5.6 If the Customer fails to arrange a carrier pursuant to clause 5.3 for more than 60 (sixty) days, Rotalink reserves the right at its sole discretion to dispose of the Goods, including without limitation arranging a carrier to deliver the Goods to the Customer, at the risk, cost and expense of the Customer, giving the Customer notice of the terms and conditions of carriage.
- 5.7 In the case of persistent refusal of the Customer to receive the Goods, the Contract may be terminated by Rotalink, without prejudice to any claim for the price of the Goods, compensation or for any damage suffered by Rotalink.
- 5.8 Rotalink shall not be liable for any delays arising out of customs clearances or inspections of the Goods or in any event attributable to the carrier.

6. TITLE AND RISK

- 6.1 Title to the Goods shall only pass to the Customer once Rotalink receives payment in full (in cash or cleared funds) for them.
- 6.2 Risk of the Goods shall pass to the Customer on delivery in accordance with clause 5.3.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Rotalink's property;
- 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 6.3.4 notify Rotalink immediately if the Customer becomes subject to any of the events listed in clause 13.1.3; and
- 6.3.5 give Rotalink such information as Rotalink may reasonably require from time to time relating to:
- 6.3.5.1 the Goods; and
- 6.3.5.2 the ongoing financial position of the Customer.
- 6.4 Rotalink may recover Goods in which title has not passed to the Customer. The Customer irrevocably licenses Rotalink, its officers, employees and agents, to enter any premises of the Customer (including with vehicles), in order to satisfy itself that the Customer is complying with the obligations in clause 6.3, and to recover any Goods in which title has not passed to the Customer.

- 6.5 Rotalink may at any time after delivery elect to transfer title in the Goods to the Customer, in which case the Customer shall immediately pay the Price to Rotalink.

7. SERVICES

- 7.1 Unless otherwise agreed in the Contract, the assembly, connection, installation, conservation, maintenance, commissioning and start-up and all other services in respect of the Goods, are under the sole responsibility of the Customer, including without limitation the electrical, electronic, air and water connections and the arrangement of suitable structures, apparatus or shelves for the Goods.
- 7.2 The Customer shall be solely responsible for all costs associated with any services that may be necessary for the installation, use and maintenance of the Goods at the Final Customer's place.
- 7.3 If the Customer requires any extraordinary technical guidance, training or assistance with regard to the Goods, Rotalink will provide it, at Customer's expense applying Rotalink's standard service rates, unless otherwise agreed in writing by Rotalink.
- 7.4 It is the responsibility of the Customer to obtain any necessary permits, authorisations, consents, and licences or similar related to the Services. The Customer undertakes not to engage Rotalink's technicians in any activities other than those described in the Service, which fall within their sphere of competence and in respect of which they are specifically authorised by Rotalink. The Customer undertakes to adopt all safety measures and precautions necessary to prevent accidents and safeguard Rotalink's technicians against physical injury, in compliance with all regulations imposed by law; in particular, provide Rotalink's technicians with all protective measures necessary to safeguard the workers against physical injury and for safety and health in general, inform Rotalink's technicians in respect of the specific risks to which they are exposed and bring the basic safety and health regulations to their attention by means of affixing appropriate notices in the work areas or indeed by other means, in addition to demanding that the workers observe the regulations regarding safety and duly use the protective clothing and measures with which they are provided. Further the Customer undertakes to be responsible for, indemnify and hold Rotalink harmless in respect of any and all obligations relating to local health and safety at work regulations with regard to the Service, given that the parties both acknowledge

that the local health and safety at work regulations applicable in the country/place where the Services are carried out shall apply to those Services and to the people that provide them.

7.5 The Services shall be deemed completed upon issuing by Rotalink of the relevant invoice. Where provision of the Services is delayed due to any act or omission by the Customer, Rotalink shall be entitled to reasonably amend the price accordingly with reference to Rotalink's prevailing standard daily rates to take into account such delay.

8. SPARE PARTS

8.1 For a period of 4 (four) years from the date of the Contract, Rotalink undertakes to supply the Customer, according to availability at the time of the request, with spare parts of and technical services on the Goods as requested by the Customer. The prices for such spare parts and services shall be based on the official Rotalink's price list for spare parts and service fees in force at the time each such request is made, and all the other terms of supply shall be agreed in good faith between Rotalink and the Customer. In the event that spare parts of Goods are not available on the market anymore for whatsoever reason, Rotalink is entitled, and the Customer hereby accepts, to provide alternative spare parts, that are as far as possible technically and economically equivalent. In the event that even equivalent spare parts are not available on the market for whatsoever reason, Rotalink's obligation under this article shall become null and void.

9. WARRANTY PERIOD

9.1 With regard to any possible defectiveness of the Goods, subject to the relevant technical specifications of the Goods in Rotalink's official products list and Rotalink's use and maintenance manuals, only a warranty in respect of mechanical and electrical defects shall apply and shall run for a period of 12 (twelve) months as of the invoice date. The warranty shall in any event begin to run, if the Customer uses or resells the Goods or at completion of the Services, subject to the limitations and exclusions set out in these Terms and to payment for all Goods and Services being received in full by Rotalink from the Customer. Rotalink is released from any obligations to provide any technical assistance beyond this time limit.

9.2 The warranty consists in either the repair or replacement, at Rotalink's sole discretion and at its expense, of the structural parts and other

components of the Goods which may prove to be broken or defective due to manufacturing defects.

9.3 Rotalink shall replace or repair the defective parts of the Goods in the shortest time possible, which shall be calculated on a case-by-case basis, and Rotalink shall have the right to request the Customer to return the defective parts to be replaced or repaired.

9.4 In order to use the returns and repair service, the Customer must contact Rotalink's Customer Service by means of email and request a Return Merchandise Authorisation ("RMA"), which must be enclosed with the shipment. For returns or repairs carried out under warranty, the Customer will bear the cost for the shipment to Rotalink, and Rotalink shall be liable only for the cost of the return shipment. For repairs outside of the warranty scope, the Customer is liable for all the costs of shipping the goods to Rotalink and back to its premises. For repairs not carried out within the warranty period, the standard fees and payment terms of Rotalink shall apply.

9.5 The parts which are to be returned by the Customer as per article above shall be delivered Delivered Duty Paid (DDP) Rotalink's factory and in accordance with Rotalink's instructions on the appropriate packaging for the parts to be sent to Rotalink. In this regard, the following is agreed:

9.5.1 with regard to the carrying out of repairs or assembly which, on the basis of Rotalink's reasonable opinion, are of moderate difficulty from a technical point of view, then the Customer shall carry them out using its own personnel and at its expense and without involving Rotalink, provided that Rotalink will deliver the parts repaired or replaced at its expenses to the Customer;

9.5.2 with regard to the carrying out of repairs or assembly which are of notable difficulty from a technical point of view, then the provision under clause 9.4 above shall apply and the Customer shall duly follow the Customer Service's instructions, since the Goods shall be repaired or replaced only at Rotalink's premises. Rotalink's obligation to provide assistance under warranty shall be subject to the Customer following entirely and exactly the Customer Service's instructions.

9.6 The Customer shall duly inspect the Goods upon receipt and accept the delivery from the carrier under reserve, should the package have been

tampered with or not be in any way intact upon delivery. The warranty shall be subject to the Customer duly informing Rotalink, within 5 (five) Working days from the receipt of Goods in case of apparent defects, or 8 (eight) days following the discovery thereof of the defect or lack of quality (failing which the Customer shall lose its rights under the warranty in respect thereof) and shall also be subject to the Customer making an express request to Rotalink, in accordance with the terms thereof, to provide assistance under the warranty. If a defect or lack of quality is likely to cause damage to the Goods, the notification must be made within 24 (twenty-four) hours of discovery. Should the parties agree in the Contract an amendment to the warranty period under clause 9.1 above, then the warranty may not in any event extend beyond a period of 24 (twenty-four) months following the date of delivery.

- 9.7 In the event that Rotalink determines that the defect is not attributed to Rotalink, any repair or replacement of the defective Goods, or part thereof, will be at the Customer's expense, including all shipping costs.
- 9.8 The fulfilment of the warranty obligations provided hereunder on the part of Rotalink shall completely discharge Rotalink from any liability in respect of any defects or fails of the supplied Goods or Services and any termination right of the Customer and/or any other remedy provided by law in favour of the Customer is hereby expressly excluded. The Customer acknowledges that the warranty contained in clause 9.1 is in lieu of any other warranty or liability, whether in contract, tort, implied by sections 13 to 15 of the Sale of Goods Act 1979 or any other legislation, and/or required by law in relation to the Goods supplied. Nothing shall be due to the Customer for the time during which the supplied Goods and Services remain down-time or not productive and the Customer shall not be entitled to any compensation or indemnity for expenses, accidents, direct or indirect or consequential damages.
- 9.9 Without prejudice of any other provision under these Terms, the warranty does not apply:
- 9.9.1 when the defect was caused by improper installation by the Customer or third parties;
- 9.9.2 when the Customer or third parties have used materials or techniques which are not recommended by Rotalink for the installation or maintenance of the Goods;

- 9.9.3 if the Customer has not used and/or stored and maintained the Goods in accordance with Rotalink's product manuals or instructions;
- 9.9.4 if the defect is due to normal wear and tear of the Goods, wilful damage or negligence;
- 9.9.5 if the Customer repairs the Goods itself or instructs a third party directly to repair the Goods without the prior written consent of Rotalink;
- 9.9.6 if the defect relates to third party materials not supplied by Rotalink;
- 9.9.7 if the damage and/or defects have been caused during transportation of the Goods;
- 9.9.8 if the damage or deterioration to the Goods has been caused (or exacerbated) by the failure to interrupt the use of the Goods in the case of technical problems;
- 9.9.9 where the defect is caused by accident, misuse, increase or decrease in speed or torque variations in characteristics of the mechanical components, or from changes in the supply of electricity as well as the unfitness of operating supplies; or
- 9.9.10 in any event due to any other reason not attributable to Rotalink.

The warranty only applies to brand new products.

- 9.10 All perishable materials, chemicals and consumables are excluded from the warranty.
- 9.11 Under no circumstances shall Rotalink be liable for any damages of whatever nature arising out of the improper use, poor maintenance and/or generally any acts which are not in line with Rotalink's maintenance and user instructions. The Customer shall be solely responsible for ensuring that the use of the Goods supplied by Rotalink are in compliance with the safety regulations in force and the Customer shall in any event be liable for any claims made by any party which may have possibly suffered damages and it shall duly hold Rotalink harmless from and against any such claims.

10. IMPORT AND EXPORT LICENCES

- 10.1 The Customer will promptly obtain and maintain all licences, clearances and other consents that are necessary for the supply of the Goods (including import licences).
- 10.2 Without limiting clause 9.1, the Customer will at its own cost provide to Rotalink, or (where local laws or regulations require Rotalink to do so) assist Rotalink in procuring, any documents necessary under applicable laws and regulations for Rotalink

to export the Goods to the delivery location indicated in the Contract or agreed in writing by the parties in accordance with such laws and regulations.

10.3 The Customer warrants that it will not directly or indirectly export, re-export or transfer the Goods in violation of any export/import rules or regulations. With respect to export/import rules, the Customer shall ensure that any third party to whom it supplies the Goods will also comply with this warranty.

10.4 If the Customer is found by Rotalink to be in breach of the warranty in clause 10.3 above, Rotalink will be entitled at its sole discretion to withhold delivery of any undelivered Goods, withhold the performance of any Services and cease any Services in progress, and/or cancel, terminate and/or suspend any Contract with the Customer and all monies owed by the Customer to Rotalink shall immediately become due and payable.

11. ANTI BRIBERY

11.1 Each party will comply with applicable bribery laws including the Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 as amended, 15 U.S.C. §§ 78dd-1, et seq., and relating to prevention of bribery and corruption (as updated from time to time), and each will ensure that:

11.1.1 all of that party's personnel;

11.1.2 all of that party's subcontractors; and

11.1.3 all others associated with that party, involved in performing services or supplying goods for or on behalf of that party or otherwise involved with the supply of the Goods so comply.

11.2 Without limitation to the above, neither party will directly or indirectly:

11.2.1 offer, promise or give a bribe, other improper payment or advantage (financial or otherwise) to another person (including any third party);

11.2.2 request, agree to receive or accept any bribe, other improper payment or advantage (financial or otherwise); or

11.2.3 bribe any Foreign Public Official intending to influence that Foreign Public Official in their capacity as a Foreign Public Official in order to obtain or retain business or an advantage in the conduct of business (including any trade or profession) where the written law applicable to that Foreign Public Official does not permit or require them to be influenced by the relevant offer, promise, gift or advantage; in breach of applicable Bribery Laws.

11.3 Each party will implement, maintain and enforce adequate procedures designed to prevent persons associated with that party engaging in conduct which contravenes the Bribery Laws and any other associated bribery laws.

11.4 Each party will immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 11.

12. LIABILITY

12.1 The Customer expressly releases Rotalink from all liability and redress for damage resulting from improper use of the Goods by the Customer or by third parties, independently or at the request of the Customer.

12.2 Subject to clauses 12.3 and 12.4, Rotalink's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed:

12.2.1 a maximum amount of Pounds Sterling (GBP) 10,000.00 (ten thousand) if the value of the Goods or Service giving rise to the liability is less than GBP 10,000.00 (ten thousand); or

12.2.2 100% (one hundred percent) of the sums paid by the Customer to Rotalink in respect of the Goods or Services giving rise to the liability if the value of the Goods or Service giving rise to the liability is more than GBP 10,000.00 (ten thousand).

12.3 Nothing in these Terms limits or excludes Rotalink's liability for:

12.3.1 death or personal injury caused by Rotalink's negligence;

12.3.2 fraud or fraudulent misrepresentation;

12.3.3 breach of any obligation as to title implied by:

12.3.3.1 section 12 of the Sale of Goods Act 1979;

12.3.3.2 section 2 of the Supply of Goods and Services Act 1982;

12.3.3.3 section 8 of the Supply of Goods (Implied Terms) Act 1973;

12.3.3.4 liability for defective products under section 2 of the Consumer Protection Act 1987; or any matter in respect of which it would be unlawful for Rotalink to exclude or restrict liability.

12.4 Rotalink shall under no circumstances be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, sales, business, or revenue;

loss or corruption of data, information or software; loss of business opportunity; loss of anticipated savings; loss of goodwill; or for any indirect or consequential loss, arising under or in connection with the Contract.

13. TERMINATION

13.1 Without prejudice to any other rights or remedies which Rotalink may have under these Terms and/or provided by law, if the Customer:

13.1.1 fails to pay any sum due within 60 (sixty) days from the Due Date;

13.1.2 commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 (thirty) days of the Customer being notified to do so;

13.1.3 is subjected to any form of insolvency proceedings, or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the non-defaulting party reasonably believes that to be the case;

13.1.4 becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;

13.1.5 becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;

13.1.6 becomes subject to a restructuring plan under Part 26A of the Companies Act 2006;

13.1.7 becomes subject to a scheme of arrangement under Part 26 of the Companies Act 2006 or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction or in the event that the assets of the Customer change substantially so as to clearly endanger the ability of said party to carry out its obligations towards Rotalink (it being understood that the Contract may be terminated upon simple request by Rotalink);

13.1.8 suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

then Rotalink shall be entitled to exercise any of the rights set out in the clause hereinbelow or provided by law.

13.2 If any of the events set out in the previous clause 13.1 above occurs in relation to the Customer then:

13.2.1 Rotalink may withhold delivery of any undelivered Goods and stop any Goods in transit;

13.2.2 Rotalink may withhold the performance of any Services and cease any Services in progress;

13.2.3 Rotalink may cancel, terminate and/or suspend without liability to the Customer any Contract with the Customer; and/or

13.2.4 all monies owed by the Customer to Rotalink shall immediately become due and payable;

13.2.5 claim for any and all damages suffered in relation to the termination.

14. FORCE MAJEURE

14.1 Rotalink shall not be liable for any failure or delay in performing any of its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event or to the extent that such failure or delay is caused or requested by the Customer.

14.2 If a Force Majeure Event occurs that affects the performance of Rotalink's obligations under the Contract, Rotalink will notify the Customer as soon as reasonably possible and Rotalink's obligations under the Contract will be suspended and the time for performance of such obligations will be extended for the duration of the Force Majeure Event. In the event that a Force Majeure Event continues for more than 90 (ninety) days, the Customer or Rotalink shall be entitled to terminate the Contract by written notice to the other party.

15. SEVERANCE

15.1 If any provision of these Terms or any other term of the Contract is found to be illegal, invalid or unenforceable under any applicable law, such term shall, insofar as it is severable from the remaining terms (or capable of modification), be deemed omitted from the Contract (or modified as appropriate) and shall in no way affect the legality, validity or unenforceability of the remaining terms which shall remain in full force and effect.

16. WAIVER

16.1 The failure of either party to enforce or to exercise any term or right under the Contract shall not be a waiver of such term or right and shall not

affect such party's right to later enforce or exercise it.

17. EXCESSIVE ONEROUNESS

17.1 Without prejudice to the terms of clause 14 above, if, due to events which were unforeseen (and which were reasonably unforeseeable) by the parties at the time the Contract was entered into, the balance between the parties' respective obligations hereunder alters considerably, thus rendering excessively onerous the obligations of either of the parties hereto, then the party so affected may request that the parties' respective obligations be realigned.

17.2 Without prejudice to the terms of clause 14.2 above, it is however understood that the loss or increase in value of one national currency compared to one or more other currencies or equally the replacement of one national currency by another currency (for example, following the introduction of the Euro) shall have no effect for the purposes of this article.

17.3 It is furthermore understood that until the parties have not reached an agreement in accordance with clause 17.1 above, Rotalink will be entitled to suspend the Contract and, after 60 (sixty) days following the event underlying the case of excessive onerousness pursuant to clause 17.1 above, to terminate the Contract.

18. TECHNICAL DISPUTES

18.1 All disputes, differences or claims regarding any technical matter arising out of, or relating to or in connection with the Goods and/or the Services, shall by agreement be referred to a mutually acceptable technical expert, who shall act as such (and not as an arbitrator), but whose opinion on the matter shall be final and binding upon the parties hereto.

18.2 If, within 20 (twenty) days from receipt of one party's request to refer the matter to a technical expert, the parties shall fail to agree either:

18.2.1 to submit the dispute to a technical expert or

18.2.2 upon the identity of a mutually acceptable technical expert as aforesaid, then the parties agree to have recourse to the International Centre for Technical Expertise of the International Chamber of Commerce ("ICC") in accordance with the ICC's Rules for Technical Experts.

19. ASSIGNMENT

19.1 Rotalink may at any time assign in whole or in part its rights and obligations arising from or in connection with the Contract.

19.2 The Customer may not assign in whole or in part its rights and obligations arising from or in connection with the Contract without the prior written consent of Rotalink.

20. INTELLECTUAL PROPERTY AND TRADEMARKS

20.1 Any and whatsoever intellectual and industrial property right subsisting or which subsequently subsists in all documents, drawings, specifications, designs, programs, or any other material prepared by Rotalink whether readable by humans or by machines shall belong to Rotalink absolutely and exclusively and it shall not be reproduced or disclosed or used in their original or translated form by the Customer without Rotalink's written consent for any purpose other than for which they were intended.

20.2 The trademarks and all other distinguishing marks used by Rotalink (hereinafter referred to as "Trademarks") shall exclusively belong to Rotalink and shall not be used (including – by way of example but not by way of limitation – the use of the Trademarks together with other terms, signs, symbols, marks, domain names, logo) in any form or manner by the Customer other than in accordance with these Terms or the Contract.

20.3 The Customer also undertakes:

20.3.1 not to use (neither separately nor jointly with other terms) the Trademarks as its business name, company name or other trade names;

20.3.2 not to carry out activities or conducts which may prejudice or harm Rotalink's rights and/or third parties' rights on the Trademarks;

20.3.3 not to remove the Trademarks from the Products or in any event not to change their placement and appearance;

20.3.4 not to register (or have third parties register) trademarks, names, or any other distinguishing marks that are similar or can be confused with the Trademarks. In these cases, Rotalink shall have the right to have these marks transferred/registered in its name at the Customer's care and expenses;

20.3.5 to immediately advise Rotalink in the event it becomes aware of violations or uses of the Trademarks not authorized by third parties.

20.4 The terms of this article shall remain valid and effective even after the termination of the Contract for whatsoever reason.

21. GOVERNING LAW AND JURISDICTION

21.1 In the event that the Customer's place of business is situated in the European Economic Area or in the United Kingdom, these Terms and any dispute or claim arising out of or in connection with them, their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these Terms, their subject matter or formation (including non-contractual disputes or claims).

21.2 To the extent that the Customer's place of business is situated outside of the European Union, these Terms and any dispute or claim arising out of, or in connection with, them, their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales and any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The decision of such arbitrator shall be final and binding upon the parties.

21.3 By way of partial exception to the foregoing, Rotalink shall be entitled to initiate legal proceedings before the courts of the location of the Customer's registered offices or any other courts which have jurisdiction vis-à-vis the Customer, both for urgent and/or precautionary injunction or relief, and for trial/ordinary judgment, upon the condition however that, in the latter case, the Customer has not previously initiated legal proceedings. The possible invalidity of this clause 21.3 shall in no way affect the validity of clause 21.1 above.

22. DATA PROTECTION

22.1 Rotalink hereby informs the Customer that it will comply with its obligations under GDPR and the Data Protection Act 2018 ("Data Protection Laws")

in respect of any personal data or personal information it processes pursuant to or in connection with these Terms ("Personal Data") and shall not process any Personal Data in a manner that will, or is likely to result in, Rotalink and/or the Customer breaching its respective obligations under Data Protection Laws.

22.2 For the purposes of the European regulations with regard to the processing of personal data, Rotalink hereby informs the Customer that the Personal Data relating to the legal entities which enter into a relationship with Rotalink, in addition to the personal details of the individuals which act on their behalf, are collected, recorded, re-ordered, memorised and processed for administrative/accounting purposes. In particular, such purposes relate to the following activities: the management of orders and invoices; the conclusion of possible agreements; the management of suppliers; the carrying out of contractual obligations and other obligations provided by law. The Personal Data may be communicated to third parties in relation to the purposes for which they have been acquired and collected.

22.3 The above terms of this clause 22 shall be deemed as a valid informative note for the purposes of and pursuant to the above-mentioned regulations and the Customer hereby declares that it agrees to the processing and/or use of the above data by Rotalink for all purposes provided by law.

23. CONFIDENTIALITY

23.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 23.2. For the purposes of this clause, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

23.2 Each party may disclose the other party's confidential information:

23.2.1 to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives,

contractors, sub-contractors or advisors to whom it discloses the other party's confidential information comply with this clause 23; and

23.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

23.3 No party may use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.