

GUNT Technology Limited

Terms and Conditions of Sale

1 Interpretation

1.1 In these Terms and Conditions ("Conditions"), the following definitions apply:

- **"GTL"**: "GUNT Technology Limited", whose registered office is at **Suite 1b1, Argyle House Northside, Joel Street, Northwood Hills, HA6 1NW**, and whose company registration number is **07451812**.
- **"Offer"**: The customer's statement of intent to enter into a contract.
- **"Conditions"**: The standard terms and conditions of sale set out in this document, including any amendments or updates.
- **"Contract"**: Any contract between GTL and the Customer for the sale and purchase of Goods and/or Services, incorporating these Conditions.
- **"Customer"**: The person, firm, company, or entity who purchases Goods and/or Services from GTL.
- **"Goods"**: Any goods agreed in the Contract to be supplied to the Customer by GTL, including any part or parts thereof.
- **"Services"**: Any services agreed in the Contract to be supplied to the Customer by GTL, including any part thereof.

1.2 The headings in these Conditions are for convenience only and will not affect their interpretation.

1.3 Words denoting the singular shall include the plural and vice versa, and words denoting any gender shall include all genders.

1.4 References to any statute or statutory provision shall be construed as including references to any statutory modification, consolidation, or re-enactment (whether before or after the date of the Contract) for the time being in force.

2 Application of Terms

2.1 These Conditions shall govern the Contract to the exclusion of all other terms and conditions, including any terms or conditions which the Customer may purport to apply under any purchase order, confirmation of order, or similar document.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase order, confirmation of order, or other documents shall form part of the Contract, unless expressly agreed in writing by an authorized representative of GTL.

2.3 Any variation to these Conditions shall be binding only if agreed in writing and signed by a duly authorized representative of GTL.

2.4 Each order or acceptance of a quotation for Goods and/or Services by the Customer shall be deemed to be an offer by the Customer to purchase such Goods and/or Services subject to these Conditions. The Contract shall be formed upon GTL's written acceptance of the Customer's order.

2.5 For orders outside the United Kingdom, acceptance is contingent upon the provision of an operable Letter of Credit or other export payment terms agreed in writing by GTL.

2.6 The Customer is responsible for ensuring the accuracy of the terms of any order and any applicable specification.

2.7 Quotations are only valid until the validity date stated on the quotation unless otherwise specified in writing by GTL. Quotations do not constitute an offer and are subject to withdrawal or amendment by GTL at any time before acceptance.

2.8 GTL reserves the right to correct any typographical, clerical, or other errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice, or other documentation without any liability on the part of GTL.

3 Description

3.1 The description and quantity of Goods and/or Services to be supplied shall be as set out in GTL's quotation and acknowledgment of order.

3.2 All samples, drawings, descriptive matter, specifications, and advertising issued by GTL, and any descriptions or illustrations contained in GTL's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They will not form part of the Contract.

3.3 All Goods will be sold and supplied in accordance with the Incoterm specified by GTL in the quotation or acknowledgment of order, which shall have the meaning and effect set out in the Incoterms 2020 (or any later revision thereof), published by the International Chamber of Commerce.

4 Delivery

4.1 Delivery of the Goods shall take place at GTL's premises or at another location agreed in writing. GTL shall notify the Customer when the Goods are ready for collection, or GTL shall deliver the Goods to the location specified in the order.

4.2 Any dates specified by GTL for delivery are estimates only and time for delivery shall not be of the essence. If no dates are specified, delivery shall be within a reasonable time.

4.3 GTL may deliver the Goods and/or Services by instalments, which shall be invoiced and paid for separately. Each instalment shall be a separate Contract, and cancellation of one instalment shall not entitle the Customer to cancel any other.

4.4 GTL shall not be liable for any direct, indirect, or consequential loss arising from any delay in delivery or supply, even if caused by GTL's negligence, unless the delay exceeds 180 days, in which case the Customer may cancel the contract.

4.5 If the Customer fails to take delivery of the Goods, the Goods shall be deemed delivered and GTL is entitled to invoice. GTL may store the Goods until delivery becomes possible and charge the Customer for all related costs and expenses, including storage and insurance.

4.6 The Customer must notify GTL in writing of any non-delivery of Goods within 7 days of the date when the Goods would normally have been received.

4.7 GTL's liability for non-delivery of Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note against any invoice raised for such Goods.

5 Risk and Title

5.1 Risk in the Goods passes to the Customer on delivery in accordance with the Incoterm specified in the Contract.

5.2 Title to the Goods shall not pass to the Customer until GTL has received payment in full for the Goods and all other sums due from the Customer.

5.3 Until title passes, the Customer shall:

- 5.3.1 Hold the Goods as GTL's fiduciary agent and bailee.
- 5.3.2 Store the Goods separately from all other goods and clearly mark them as GTL's property.
- 5.3.3 Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on GTL's behalf.

5.4 If the Customer's right to possession of the Goods terminates, GTL shall have the right to enter any premises where the Goods are stored to recover them.

6 Price

6.1 The price for the Goods and/or Services shall be as set out in GTL's acknowledgment of order.

6.2 Prices are exclusive of VAT unless otherwise stated. The Customer shall be responsible for any applicable taxes, duties, or levies.

6.3 GTL reserves the right to increase the price of Goods and/or Services by giving notice to the Customer before delivery or performance to reflect any increase in the cost due to factors beyond GTL's control.

7 Payment

7.1 Payment is due within 30 days of the date of GTL's invoice unless otherwise agreed in writing. Time for payment shall be of the essence.

7.2 For international orders, payment must be made by Letter of Credit unless other payment terms are agreed in writing.

7.3 The Customer shall make all payments due without any deduction or set-off unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by GTL.

7.4 If the Customer fails to make any payment due, GTL reserves the right to charge interest at an annual rate of 4% above the base lending rate of Barclays Bank plc, accruing daily until payment is made.

8 Intellectual Property

8.1 GTL retains ownership of all intellectual property rights in the design or manufacture of the Goods and any related Services.

8.2 Where applicable, the Customer is granted a non-exclusive, non-transferable license to use the intellectual property solely for the purpose of using the Goods and/or Services as agreed in the Contract.

8.3 Any software or documentation provided by GTL is licensed, not sold, and is subject to the terms of the license agreement, if any.

9 Quality and Warranty

9.1 GTL warrants that the Goods shall, for a period of 24 months from the date of delivery, be of satisfactory quality and fit for the purpose intended by the Customer, provided the Customer has made such purpose known to GTL in writing and GTL has confirmed in writing that the Goods are fit for such purpose. GTL shall not be liable for a breach of this warranty unless the Customer gives GTL written notice of the defect within 7 days of the time when the Customer discovers or ought to have discovered the defect.

9.2 If the Goods do not conform with the warranty, GTL shall, at its option, repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro-rata Contract rate provided that, if GTL so requests, the Customer shall, at GTL's expense, return the Goods or the part of such Goods which is defective to GTL.

10 Limitation of Liability

10.1 Subject to Conditions 4 and 9, GTL's total financial liability to the Customer is strictly limited as follows:

- 10.1.1 GTL's liability for any material breach of these Conditions is limited to direct losses only and does not extend to indirect or consequential damages.
- 10.1.2 GTL is not liable for any indirect or consequential losses arising from the Customer's use of the goods and/or services, except as otherwise stated in these Conditions.
- 10.1.3 GTL's liability for any negligent acts, misrepresentations, or omissions is limited to direct damages only, and any other forms of liability are excluded to the fullest extent permitted by law.

10.2 Except as expressly provided in these Conditions, all warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract for any Goods and/or Services.

10.3 Nothing in these Conditions excludes or limits the liability of GTL for:

- 10.3.1 Death or personal injury caused by GTL's negligence.
- 10.3.2 Any matter for which it would be illegal for GTL to exclude or attempt to exclude its liability.
- 10.3.3 Fraud or fraudulent misrepresentation.

10.4 Subject to Conditions 10.2 and 10.3:

- 10.4.1 GTL's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution, or otherwise, arising in connection with the performance or contemplated performance of the Contract will be for direct losses only and limited to the higher of: (a) the Contract price; or (b) the sums actually received by GTL following a successful claim under its relevant insurance policy in respect of the event giving rise to the claim.
- 10.4.2 GTL will not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill, or otherwise, in each case whether direct, indirect, or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract for any Goods and/or Services.
- 10.4.3 GTL will not be liable for any loss or damage caused by delays or failure in performing its obligations due to circumstances beyond its reasonable control (Force Majeure).

10.5 The Customer shall indemnify and hold harmless GTL against any claims, damages, losses, and expenses arising from third-party claims due to the Customer's use of the Goods and/or Services in a manner that breaches the Contract or applicable laws.

11 Termination

11.1 GTL may terminate the Contract with immediate effect if:

- 11.1.1 The Customer commits a serious breach of the Contract, and if remediable, fails to remedy it within 10 Business Days of notice.

- 11.1.2 The Customer fails to pay any amount due and remains in default for 5 Business Days after notice.
- 11.1.3 There is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 11.1.4 The Customer breaches the Bribery Act 2010.
- 11.1.5 The Customer's act or omission adversely affects GTL's goodwill or reputation.
- 11.1.6 GTL reasonably believes that the performance of the Contract is legally, technically or economically not or no longer feasible.

11.2 Termination will not affect accrued rights, remedies, obligations, or liabilities existing at termination.

11.3 Upon termination:

- 11.3.1 Software licenses and rights granted to the Customer shall cease.
- 11.3.2 The Customer shall immediately pay all outstanding invoices and interest. GTL shall submit an invoice for any Hard- and/or Software supplied but not yet invoiced, payable immediately upon receipt.
- 11.3.3 The Customer shall promptly:
 - Destroy or return all copies of the Software.
 - Return all GTL equipment, materials, and property.
 - Return all documents and materials containing GTL's Confidential Information.
 - Erase all GTL Confidential Information from computer systems.
 - Certify in writing compliance with these requirements.

11.4 Clauses with post-termination effects shall remain in full force and effect.

12 Compliance and Export Control

12.1 The Customer agrees to comply with all applicable laws and regulations, including those relating to anti-bribery, anti-corruption, and export control.

12.2 The Customer shall be responsible for obtaining any necessary export licenses or other governmental authorizations required to export, re-export, or import the Goods, and for complying with all applicable export control laws and regulations.

13 Data Protection

13.1 GTL shall process any personal data provided by the Customer in accordance with applicable data protection laws and GTL's privacy policy.

13.2 The Customer shall ensure that any personal data provided to GTL is accurate and up-to-date and that the Customer has obtained all necessary consents for the processing of such data by GTL.

14 Governing Law and Jurisdiction

14.1 The Contract shall be governed by and construed in accordance with the laws of the United Kingdom.

14.2 The parties irrevocably agree that the courts of the United Kingdom shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.

15 Dispute Resolution

15.1 In the event of any dispute arising under or in connection with this Contract, the parties shall attempt to resolve the dispute through mediation before commencing any legal proceedings.

15.2 If mediation is unsuccessful, the dispute shall be finally settled by arbitration in accordance with the rules of the London Court of International Arbitration (LCIA), which rules are deemed to be incorporated by reference into this clause.

16 Confidentiality

16.1 Both parties shall treat all information provided by the other party as confidential and shall not disclose it to any third party without the prior written consent of the other party, except as required by law or regulatory authorities.

16.2 The confidentiality obligations shall not apply to information which is or becomes public knowledge other than through a breach of the Contract.

17 Miscellaneous

17.1 Force Majeure: GTL shall not be liable to the Customer for any delay or failure to perform its obligations under the Contract as a result of events beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or other industrial disputes.

17.2 Assignment and Subcontracting: GTL may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer shall not, without the prior written consent of GTL, assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract.

17.3 Notices: Any notice given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or principal place of business (in the case of a company) or its principal residence (in the case of an individual), and shall be delivered personally, or sent by pre-paid first-class post or other next working day delivery service, or by commercial courier, or by email.

17.4 Waiver: A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict its further exercise.

17.5 Severability: If any provision of these Conditions is found by any court or competent authority to be invalid, unlawful, or unenforceable, such provision shall be deemed to be severed from these Conditions and shall not affect the validity of the remaining provisions, which shall continue to be valid and enforceable to the fullest extent permitted by law.

17.6 Third Party Rights: A person who is not a party to the Contract shall not have any rights to enforce its terms.

17.7 Entire Agreement: These Conditions and the documents referred to in them constitute the entire agreement between the parties and supersede any previous agreements or understandings relating to the subject matter of the Contract.