

B-TECH INTERNATIONAL LIMITED - STANDARD TERMS OF BUSINESS - B2B CREDIT ACCOUNT - V2.1

1. APPLICATION OF TERMS AND CONDITIONS

- 1.1. The Supplier shall sell and the Customer shall purchase the Goods in accordance with any quotation or offer of the Supplier which is accepted by the Customer, or any order of the Customer which is accepted by the Supplier.
- 1.2. These Terms and Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2. INTERPRETATION

- 2.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:
 - (a) "Business Day" means any day other than a Saturday, Sunday or bank holiday;
 - (b) "Customer" means the person who accepts a quotation or offer of the Supplier for the sale of the Goods or whose order for the Goods is accepted by the Supplier;
 - (c) "Credit Account" means the Customer's credit account, detailing Goods purchased and sums owing to the Supplier;
 - (d) "Credit Account Terms & Conditions" means the terms and conditions governing the Credit Account;
 - (e) "Contract" means the contract for the sale and purchase of the Goods under these Terms and Conditions;
 - (f) "Delivery Date" means the date on which the Goods are to be delivered as stipulated in the Customer's order and accepted by the Supplier;
 - (g) "Goods" means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with these Terms and Conditions; and
 - (h) "Supplier" means B-Tech International Limited, a company registered in England under number 1056309 whose registered office is at Bennett House, Long March, Daventry, Northamptonshire, NN11 4NR.
- 2.2. Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 2.2.1. "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 2.2.2. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 2.2.3. "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
 - 2.2.4. a Schedule is a schedule to these Terms and Conditions; and
 - 2.2.5. a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
 - 2.2.6. a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 2.3. The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.4. Words imparting the singular number shall include the plural and vice versa.
- 2.5. References to any gender shall include the other gender.

3. BASIS OF SALE

- 3.1. The Supplier's employees or agents are not authorised to make any representations concerning the Goods unless such representations are confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 3.2. No variation to these Terms and Conditions shall be binding unless agreed in writing between the Customer and the Supplier or their authorised representatives.
- 3.3. Sales literature, price lists and other documents issued by the Supplier in relation to the Goods are subject to alteration without notice and do not constitute contractual offers to sell the Goods which are capable of acceptance.
- 3.4. Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.
- 3.5. An order placed by the Customer may not be withdrawn, cancelled or altered prior to acceptance by the Supplier.
- 3.6. No contract for the sale of the Goods shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be a contractual offer to sell the goods or has accepted an order placed by the Customer by whichever is the earlier of: the Supplier's written acceptance; delivery of the Goods; the Supplier's invoice.

4. ORDERS AND SPECIFICATIONS

- 4.1. No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier or its authorised representative or the Supplier delivers the goods as requested by the Customer.
- 4.2. The specification for the Goods shall be those set out in the Supplier's sales documentation unless varied expressly in the Customer's order (if accepted by the Supplier). The Goods will only be supplied in the minimum units thereof stated in the Supplier's price list or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly.
- 4.3. Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.
- 4.4. The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Supplier's specification, which do not materially affect their quality or performance.
- 4.5. No order which has been accepted by the Supplier may be cancelled by the Customer except with the written agreement of the Supplier on the terms that the Customer shall indemnify the Supplier in full against any and all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.

5. PRICE

- 5.1. The price of the Goods shall be the price listed in the Trade Price List, current at the date of acceptance of the Customer's order or such other price as may be agreed in writing by the Supplier and the Customer.
- 5.2. Where the Supplier has quoted a price for the Goods other than in accordance with the Supplier's published price list the price quoted shall be valid for 7 days only or such lesser time as the Supplier may specify.
- 5.3. The Supplier reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, but not limited to, any foreign exchange fluctuation currency regulation, alteration of duties, increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.
- 5.4. The Supplier may allow the Customer quantity discounts subject to and in accordance with the terms and conditions set out in the Supplier's published price list for the Goods current at the date of acceptance of the Customer's order.
- 5.5. Any settlement discount specified by the Supplier in the Contract will be allowed by the Supplier to the Customer in respect of Goods for which payment is received by the Supplier on or before the due date and otherwise in accordance with the payment terms set out in these Terms and Conditions and provided that no other amounts owing by the Customer to the Supplier are overdue and unpaid.
- 5.6. Except as otherwise stated under the terms of any quotation or in any price list of the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are exclusive of the Supplier's charges for delivery / transport.
- 5.7. The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Customer shall be additionally liable to pay to the Supplier.

6. CREDIT ACCOUNTS

- 6.1. The Customer may apply for a Credit Account with the Supplier which shall enable the Customer to pay for the Goods after their supply to the Customer, subject to these Terms and Conditions and to the Credit Account Terms and Conditions.
- 6.2. The Supplier shall assess the Customer's eligibility for a Credit Account taking action including, but not limited to, obtaining reports from credit reference agencies.
- 6.3. The Customer may purchase goods from the Supplier prior to the setting up of a Credit Account; however no credit shall be extended to the Customer by the Supplier unless and until the Credit Account has been set up.
- 6.4. The Credit Account shall be subject to a credit limit which shall not be exceeded, subject to any express written agreement to the contrary from the Supplier.
- 6.5. The Supplier shall monitor and record the Customer's use of the Credit Account and their payment performance and reserve the right to alter and/or remove any credit limit without notice.

7. PAYMENT

- 7.1. Payment shall be made in accordance with these Terms and Conditions and with the Credit Account Terms and Conditions (where relevant).

- 7.2. Subject to any special terms agreed in writing between the Customer and the Supplier, the Supplier shall invoice the Customer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Goods, in which event the Supplier shall be entitled to invoice the Customer for the price at any time after the Supplier has notified the Customer that the Goods are ready for collection or (as the case may be) the Supplier has tendered delivery of the Goods.
- 7.3. Customers with approved credit accounts within limits shall pay the price of the Goods (less any discount or credit allowed by the Supplier, but without any other deduction credit or set off) within 30 days of the date of the Supplier's invoice or otherwise in accordance with such credit term as may have been agreed in writing between the Customer and the Supplier in respect of the Contract.
- 7.4. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Customer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 7.5. All payments shall be made to the Supplier as indicated in the invoice issued by the Supplier.
- 7.6. The Supplier is not obliged to accept orders from any Customer who has not supplied the Supplier with references satisfactory to the Supplier; if at any time the Supplier is not satisfied as to the creditworthiness of the Customer it may give verbal and/or written notice to the Customer that no further credit will be allowed to the Customer in which event no further goods will be delivered to the Customer other than against cash payment and notwithstanding the sub-Clauses 7.3. and 7.4. above, all amounts owing by the Customer to the Supplier shall be immediately payable in cash.

8. DELIVERY

- 8.1. Delivery of the Goods shall be made by the Supplier delivering the Goods to the location in the United Kingdom specified in the Customer's order and/or the Supplier's acceptance as the location to which the Goods are to be delivered by the Supplier or, if no place of delivery is so specified, by the Customer collecting the Goods at the Supplier's premises at any time after the Supplier has notified the Customer that the Goods are ready for collection.
- 8.2. The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Goods may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer.
- 8.3. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Supplier to deliver any one or more of the instalments in accordance with these Terms and Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.
- 8.4. If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on the Delivery Date, the Supplier shall be entitled upon given written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provision of sub-Clause 11.1 of these Terms and Conditions, risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.

9. NON-DELIVERY

- 9.1. If the Supplier fails to deliver the Goods or any part of them on the Delivery Date other than for reasons outside the Supplier's reasonable control or the Customer's or its carrier's fault:
 - 9.1.1. if the Supplier delivers the Goods at any time thereafter the Supplier shall have no liability in respect of such late delivery;
 - 9.1.2. if the Customer gives written notice to the Supplier within three Business Days after the Delivery Date and the Supplier fails to deliver the Goods within five Business Days after receiving such notice the Customer may cancel the order and the Supplier shall have no liability in respect of such late delivery.

10. INSPECTION / SHORTAGE

- 10.1. The Customer is under a duty, whenever possible, to inspect the Goods on delivery or on collection as the case may be.
- 10.2. Where the Goods cannot be examined the carriers note or such other note as appropriate shall be marked "not examined".
- 10.3. The Supplier shall be under no liability for any damage or shortages that would be apparent on reasonable, careful inspection if the terms of this Clause are not complied with and, in any event will be under no liability if a written complaint is not delivered to the Supplier within three Business Days of delivery detailing the alleged damage or shortage.
- 10.4. In all cases where defects or shortages are complained of the Supplier shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the Supplier before any use is made thereof or any alteration or modification is made thereto by the Customer.
- 10.5. Subject to the provisions of sub-Clauses 10.3 and 10.4, the Supplier shall make good any shortage in the Goods and where appropriate replace any goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

11. RISK AND RETENTION OF TITLE

- 11.1. Risk of damage to or loss of the Goods shall pass to the Customer:
 - 11.1.1. in the case of Goods to be delivered at the Supplier's premises, at the time when the Supplier notifies the Customer that the Goods are available for collection; or
 - 11.1.2. in the case of Goods to be delivered otherwise than at the Supplier's premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods.
- 11.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.
- 11.3. Sub-Clause 11.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Supplier and the Customer has repaid all moneys owed to the Supplier, regardless of how such indebtedness arose.
- 11.4. Until payment has been made to the Supplier in accordance with these Terms and Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.
- 11.5. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become immediately due and payable.
- 11.6. The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 11.4.
- 11.7. The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:
 - 11.7.1. The Customer commits or permits any material breach of his obligations under these Terms and Conditions;
 - 11.7.2. The Customer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors;
 - 11.7.3. The Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
 - 11.7.4. The Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

12. ASSIGNMENT

- 12.1. The Supplier may assign the Contract or any part of it to any person, firm or company.
- 12.2. The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

13. DEFECTIVE GOODS

- 13.1. If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery "condition and contents unknown" the

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Customer gives written notice of such defect to the Supplier within three business days of such delivery, the Supplier shall at its option:

- 13.1.1. replace the defective Goods within five business days of receiving the Customer's notice; or
- 13.1.2. refund to the Customer the price for the goods which are defective; but the Supplier shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice is not given by the Customer as aforesaid.
- 13.2 No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. Subject thereto any Goods returned which the Supplier is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Supplier's sole discretion the Supplier shall refund or credit to the Customer the price of such defective Goods but the Supplier shall have no further liability to the Customer.
- 13.3 The Customer shall have the right to return any Goods in accordance with the company's Warranty Scheme, provided that:
 - 13.3.1 the Customer bears the risk and cost of returning the Goods; and
 - 13.3.2 the Customer indemnifies the Supplier against any costs incurred in rectifying any deterioration of the Goods resulting from the Customer's incorrect usage, handling or storage of the Goods.
- 13.4 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subject to normal conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration of the Goods without the Supplier's approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.
- 13.5 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 13.6 Where the Customer purchases the Goods as a consumer, the statutory rights of the Customer shall not be affected by these Terms and Conditions.
- 13.7 Except in respect of death or personal injury caused by the Supplier's negligence, or as expressly provided in these Terms and Conditions, the Supplier shall not be liable to the Customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Customer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer.
- 13.8 The Customer shall be responsible to ensure that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

14. CUSTOMER'S DEFAULT

- 14.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:
 - 14.1.1 cancel the order or suspend any further deliveries to the Customer;
 - 14.1.2 appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and
 - 14.1.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 8% per annum above the Bank of England base rate until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 14.2 This condition applies if:
 - 14.2.1 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or
 - 14.2.2 the Customer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or
 - 14.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
 - 14.2.4 the Customer ceases, or threatens to cease, to carry on business; or
 - 14.2.5 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 14.3 If sub-Clause 14.2 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer. If the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

15. LIMITATION OF LIABILITY

- 15.1 Subject to Clauses 8, 9 and 13, the following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
 - 15.1.1 any breach of these Terms and Conditions;
 - 15.1.2 any use made (including but not limited to modifications) or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and
 - 15.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 15.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from these Terms and Conditions and from the Contract.
- 15.3 Nothing in these Terms and Conditions excludes or limits the liability of the Supplier:
 - 15.3.1 for death or personal injury caused by the Supplier's negligence;
 - 15.3.2 for fraud or fraudulent misrepresentation; or
 - 15.3.3 for any other matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability.
- 15.4 Subject to sub-Clauses 15.2 and 15.3:
 - 15.4.1 the Supplier'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 shall be limited to the contract price; and
 - 15.4.2 the Supplier shall 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.

16. CONFIDENTIALITY, PUBLICATIONS AND ENDORSEMENTS

- 16.1 The Customer will regard as confidential the contract and all information obtained by the Customer relating to the business and/or products of the Supplier and will not use or disclose to any third party such information without the Supplier's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Customer's default;
- 16.2 The Customer will not use or authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Supplier is licensed to use or which is owned by the Supplier upon any premises note paper, visiting cards, advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Supplier and (where appropriate) its Licensor;
- 16.3 The Customer will use all reasonable endeavours to ensure compliance with this Clause 16 by its employees, servants and agents.
- 16.4 The provisions of this Clause 16 shall survive the termination of the Contract.

17. COMMUNICATIONS

- 17.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 17.2 Notices shall be deemed to have been duly given:
 - 17.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
 - 17.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
 - 17.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 17.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 17.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

18. FORCE MAJEURE

- 18.1 Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

19. WAIVER

- 19.1 The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

20. SEVERANCE

- 20.1 The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these and the Contract shall be valid and enforceable.

21. THIRD PARTY RIGHTS

- 21.1 A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

22. LAW AND JURISDICTION

- 22.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 22.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

B-Tech International Ltd.

Export Terms and Conditions

The customer's attention is drawn in particular to the provisions of clause 9.

<p>1. INTERPRETATION</p> <p>1.1 Definitions</p> <p>In these Conditions, the following definitions apply:</p> <p>Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.</p> <p>Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 11.6.</p> <p>Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.</p> <p>Customer: the person or firm who purchases the Goods from the Supplier.</p> <p>Force Majeure Event: has the meaning given in clause 0.</p> <p>Goods: the goods (or any part of them) set out in the Order.</p> <p>Order: the Customer's order for the Goods, as set out in the Customer's purchase order form or in the Customer's written acceptance of the Supplier's quotation, the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.</p> <p>Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.</p> <p>Supplier: B-Tech International Limited (registered in England and Wales with company number 01056309).</p> <p>1.2 Construction</p> <p>In these Conditions, the following rules apply:</p> <p>1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).</p> <p>1.2.2 A reference to a party includes its personal representatives, successors or permitted assigns.</p> <p>1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.</p> <p>1.2.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.</p> <p>1.2.5 A reference to writing or written includes faxes and e-mails.</p> <p>2. BASIS OF CONTRACT</p> <p>2.1 These Conditions 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.</p> <p>2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.</p> <p>2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.</p> <p>2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.</p> <p>2.5 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier'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.</p> <p>2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.</p> <p>3. GOODS</p> <p>3.1 The Goods are described in the Supplier's quotation or acknowledgement of order.</p> <p>3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier 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 and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract.</p> <p>3.3 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.</p> <p>4. DELIVERY</p> <p>4.1 The Supplier shall ensure that:</p> <p>4.1.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and</p> <p>4.1.2 if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.</p> <p>4.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.</p> <p>4.3 Subject to the other provisions of these conditions the Supplier shall not be liable for any direct, indirect or consequential loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Supplier's negligence), nor shall any delay entitle the Customer to terminate or rescind the contract unless such delay exceeds 90 days.</p> <p>4.4 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with</p>	<p>4.5</p> <p>4.6</p> <p>4.7</p> <p>4.8</p> <p>5. QUALITY</p> <p>5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods shall:</p> <p>5.1.1 conform in all material respects with their description and the Specification;</p> <p>5.1.2 be free from material defects in design, material and workmanship; and</p> <p>5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).</p> <p>5.2 Subject to clause 5.3, if:</p> <p>5.2.1 the Customer gives notice in writing to the Supplier during the warranty period within 5 business days of the time of discovery that that some or all of the Goods do not comply with the warranty set out in clause 5.1;</p> <p>5.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and</p> <p>5.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost,</p> <p>the Supplier shall, at its option, repair or replace the defective Goods (or the defective part), or refund the price of such Goods at the pro rata Contract rate.</p> <p>5.3 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:</p> <p>5.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;</p> <p>5.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;</p> <p>5.3.3 the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;</p> <p>5.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;</p> <p>5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or</p> <p>5.3.6 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.</p> <p>5.4 Except as provided in this clause 0, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.</p> <p>5.5 The obligations and terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.</p> <p>5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.</p> <p>6. TITLE AND RISK</p> <p>6.1 The risk in the Goods shall pass in accordance with the Schedule.</p> <p>6.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:</p> <p>6.2.1 the Goods; and</p> <p>6.2.2 any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due.</p> <p>6.3 Until title to the Goods has passed to the Customer, the Customer shall:</p> <p>6.3.1 hold the Goods on a fiduciary basis as the Supplier's bailee;</p> <p>6.3.2 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;</p> <p>6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;</p> <p>6.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;</p> <p>6.3.5 notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.2; and</p> <p>6.3.6 give the Supplier such information relating to the Goods as the Supplier may require from time to time,</p> <p>but the Customer may resell or use the Goods in the ordinary course of its business.</p> <p>6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.</p> <p>7. PRICE AND PAYMENT</p> <p>7.1 Unless otherwise agreed in writing, the price of the Goods shall be the price set out in the invoice, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.</p> <p>7.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:</p> <p>7.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);</p> <p>7.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or</p> <p>7.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.</p>
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B-Tech International Ltd.

Export Terms and Conditions

7.3	The price of the Goods is exclusive of the costs and charges of unloading, insurance and transport of the Goods, which shall be invoiced to the Customer where applicable.	9.1.1	death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
7.4	The price of Goods includes reasonable (in the opinion of the Supplier) costs of packaging and loading on to the initial form of transport on which the Goods are to be delivered.	9.1.2	fraud or fraudulent misrepresentation;
7.5	The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, where VAT is chargeable, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.	9.1.3	breach of the terms implied by section 12 of the Sale of Goods Act 1979;
7.6	Subject to clause 7.7, payment for the Goods must be made in advance of delivery.	9.1.4	defective products under the Consumer Protection Act 1987; or
7.7	Where the Customer has a credit account with the Supplier, payment of the price of the Goods is due X days from the date of invoice, with X being as specified in writing from time to time by the Supplier, provided that if the due date for payment falls on a Saturday or Sunday, payment shall become due and owing on the last Business Day preceding that Saturday or Sunday.	9.1.5	any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
7.8	No payment shall be deemed to have been received until the Supplier has received cleared funds.	9.2	Subject to clause 9.1:
7.9	If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (due date), then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.	9.2.1	the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
7.10	The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.	9.2.2	the Supplier'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 the price of the goods as determined by clause 7.1.
8.	CUSTOMER'S INSOLVENCY OR INCAPACITY	10.	FORCE MAJEURE
8.1	If the Customer becomes subject to any of the events listed in clause 8.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.		Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party'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 or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.
8.2	For the purposes of clause 8.1, the relevant events are:	11.	GENERAL
8.2.1	the Customer 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;	11.1	Assignment and subcontracting
8.2.2	the Customer 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 the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;	11.1.1	The Supplier 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.
8.2.3	(being a company) 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 Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;	11.1.2	The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.
8.2.4	(being an individual) the Customer is the subject of a bankruptcy petition or order;	11.2	Notices
8.2.5	a creditor or encumbrancer of the Customer 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;	11.2.1	Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post, recorded delivery, commercial courier, fax or e-mail.
8.2.6	(being a company) 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 Customer;	11.2.2	A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.2.1; if sent by pre-paid first class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
8.2.7	(being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;	11.2.3	The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
8.2.8	a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;	11.3	Severance
8.2.9	any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2.1 to clause 8.2.8 (inclusive);	11.3.1	If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
8.2.10	the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;	11.3.2	If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
8.2.11	the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and	11.4	Waiver
8.2.12	(being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.		A waiver of any right or remedy under the Contract 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 the further exercise of that or any other right or remedy. 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.
8.3	Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.	11.5	Third party rights
9.	LIMITATION OF LIABILITY	11.6	Variation
9.1	Nothing in these Conditions shall limit or exclude the Supplier's liability for:		Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.
		11.7	Governing law and jurisdiction
			The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

B-Tech International Ltd.
Export Terms and Conditions

Schedule
Incoterms 2010®

The following apply to these terms and conditions: **[delete as appropriate]**

EXW Daventry, Northamptonshire, UK, Incoterms 2010®, amended in so far as B5 is amended so that transfer of risk of loss or damage to the goods shall happen at the time that the Supplier informs the Customer that the goods are ready for collection from the place of delivery.

DAP **[insert named place of destination]** Incoterms 2010®.

CIP **[insert named place of destination]** Incoterms 2010®, with the place of delivery being **[insert named place of delivery]**.