Sale of goods and provision of services is made according to the following Terms and Conditions to
include those as listed on document headed ‘Engineering Works – Terms & Conditions’.

1. DEFINITIONS:

   “Company” & “Seller” shall mean DSM (GB) Limited or any of its subsidiaries.
   “Customer” shall mean the company or person (if a non limited company) signing or accessing/downloading (if via web site) this Agreement.
   “Licence” shall mean the right to install and use the software to which the “Licence” is
   purported to relate.
   “Buyer” means the person who accepts, on behalf of the Customer, a quotation from the Seller for the sale
   of the Goods and/or Services and/or order for the Goods and/or Services is accepted by the seller.
   “Goods” means a tangible product and/or Services (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these terms and conditions.
   “Services” shall mean the supply of facilities and/or labour or any other items which are not wholly
   product based.
   “Agreement” shall mean the terms and conditions contained herein.

2. WARRANTY DISCLAIMER OR WARRANTIES LIMITATION OF LIABILITY (See also clause 14).

   2.(a) Seller warrants that the goods sold hereunder shall remain free from defects in workmanship and material. If, installed, operated /maintained in accordance with Seller’s instructions and specifications and under normal conditions of use for such Goods, for a period of twelve months from date of sale. Subject to the next sentence hereof, it is expressly agreed and understood that Seller’s sole obligation and Buyer’s exclusive remedy under this warranty or any other warranty, express or implied, is the Seller replacing the defective Goods or, at Seller’s sole election, repairing the defective Goods without charge. Seller’s liability shall not in any event exceed the purchase price for such Goods, and in the event that, for whatever reason, Seller cannot effect a repair or replacement as aforesaid, then Seller’s sole obligation and Buyer’s exclusive remedy shall be Seller returning the purchase price of such Goods, to the extent the same has been paid by the Buyer to the Seller by Buyer. Seller shall in no event be responsible for any incidental or consequential damage, whether foreseeable or not, or caused by defects in the Goods sold hereunder. Claims under this warranty must be made in writing within 30 days after the defect is discovered, which period of time is expressly agreed to be reasonable and all such claims are subject to substantiation by Seller’s inspection department. Seller may require the return of alleged defective goods, transportation prepaid, to establish a claim under this warranty. Seller in no event be responsible for repairs or replacements of Goods by Seller without Seller’s written consent, All alleged defective goods must be
   held by Buyer pending instructions from Seller as to their disposition. Seller will not accept Goods returned
   to it if it’s prior consent and any returned goods must be accompanied by documentation showing Seller invoice numbers.

   2.(b) Seller hereby excludes all warranties of merchantability and fitness for any purpose, and all other warranties express or implied. Seller’s goods, other than the warranty stated in subparagraph (a) above, Statutory rights will not be affected.

   2.(c) If Buyer makes any warranty or representation inconsistent with or in addition to the warranty stated in Subparagraph (a) above, Buyer shall, at its own expense, defend and hold the Sellers Goods harmless from any claim or action arising from any defect in the Goods.

3. TERMS:

   3.(a) Unless otherwise agreed, all sales shall be made on the basis of advance payment in full to the Seller's office bank account.

   3.(b) If any credit terms are allowed by the Seller to the Buyer and the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to charge Buyer the interest (both before and after any judgement) on the amount of the overdue payment at the rate of 2% per month above the Barclays base rate, until payment in full is paid, part of a month being treated as a full month for the purposes of calculating interest. Should payment not be received within the agreed terms the Seller has the right to cancel the contract, or suspend any further services or deliveries to the Buyer, and to appropriate any payment made by the Buyer to such of the Goods as the Seller deems fit.

   3.(c) Unless otherwise agreed in writing, a credit that has been granted, payment in full (inc. VAT) shall become due 30 days from date of invoice.

4. Shipment - Risk of Loss:

   Delivery dates quoted are approximations only and Seller shall incur no liability for failure to deliver on such dates. Seller reserves the right to deliver the Goods sold hereunder in instalments or lots.

5. Nonconformity of Goods:

   Buyer may reject or revoke its acceptance of the Goods sold hereunder only if the nonconformity in such Goods is substantial. No nonconformity or defect in any part, installation or component will constitute the whole agreement and therefore if lots, instalments or commercial units not in dispute shall be paid for separately regardless of dispute as to other deliveries or undelivered goods. Seller reserves the right to notify, either by repair or replacement, any defects within a reasonable time after receipt of written notification from Buyer of such defects. If Buyer does not notify, Seller in writing within 14 days after receipt of Goods hereunder, which period of time is expressly agreed to be reasonable of any claimed defect, the Buyer shall be deemed to have irrevocably accepted such Goods and shall be barred from any remedy thereafter.

6. Retention of Title:

   6.(a) The risk in the Goods shall pass to the Buyer on delivery, but notwithstanding delivery property for the Goods remains with the Seller until the full purchase price thereof has been paid in full and will be in the Seller’s office/bank account.

   6.(b) The Buyer shall hold the Goods until such time as payment is made or until resale or conversion into other products, in which case, shall notify the Seller and such version shall be those with the most widespread use of the Goods and/or Services, that [the Customer] will not directly or indirectly employ any person employed by the Company.

7. Software Licence(s):

   It is the responsibility of the Customer to ensure that all software currently installed or being requested to be installed has a legal Licence. The Company will not install any software without sight of a current Licence. The Company will not be responsible for any misinterpretation of regard whether a Licence is legal or otherwise. It is the Customers sole responsibility to ensure the Licence(s) to the Software is/are current, complete and correctly recorded. The Customer shall indemnify the Company against any claim that may arise as a result of the Licence(s) being declared illegal.

8. Exclusion: A basic assumption of this Agreement is the non-occurrence of the following: fire, flood, explosion, riot, strike or other interference with workmen, shortage of utility, facility, material or labour shortage, embarcation, transportation delay, breakdown or accident, act of God or the public enemy, compliance with or other action taken to carry out the intent or purpose of any law or regulation of any government or beyond Seller’s reasonable control which prevents or delays the Seller’s performance hereunder, and delay in delivery or non-delivery, in whole or in part, by the Seller shall be excused if delivery is made impossible by the occurrence of any of the above.

9. Insolvency: In the event of the Buyer’s insolvency, the Seller is entitled to cancel all contracts and recover Goods, for which full payment has not been received, in accordance with these Terms and Conditions.

10. General Provisions:

   10.(a) This Agreement may not be assigned or otherwise transferred by Buyer without the prior written consent of Seller, and any such assignment or transfer without such prior written consent shall be null and void of no force or effect whatsoever.

   10.(b) The paragraph headings in this Agreement are used for convenience only. They form no part of this Agreement and shall not in any way whatever be construed to add to, modify, extend or limit the meaning of this Agreement.

   10.(c) The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity or enforceability of any other of its provisions.

   10.(d) Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by registered mail, return receipt requested, postage prepaid, and addressed to the other party at the address for notices as set forth on the face hereof. Any such notice if so mailed, shall be deemed to have been received on the third business day following such mailing, regardless of when or whether delivered. Either party hereto may change its address for notices by written notice to the other party.

   10.(e) Seller’s failure to insist, in one or more instances, upon the performance of any terms of this Agreement shall not be construed as a waiver or renunciation of Seller’s right to such performance or the future performance of such term or terms, and Buyer’s obligation with respect thereto shall continue to full force and effect.

   10.(f) These conditions of sale and all contracts for the sale of Goods to which they apply shall be construed in accordance with and in all respects governed by English law and shall be exclusively justifiable in England.

   10.(g) The Buyer accepts that these terms and conditions may be varied from time to time and such variation shall be notified to the Seller by Buyer in writing. If no written notice is given then the latest version shall apply. The Buyer accepts it is their responsibility to maintain currency with any variations. Web link is: https://www.dsm-
   gb.co.uk/termsandconditions/DSMtermsandbusinessesv6.pdf.

11. Order Acceptance and Cancellation:

   All orders, verbal or written, given to the Seller, are based on the Seller’s quotation or offer and the above Terms and Conditions and, unless otherwise stated by the Seller, are accepted in good faith and processed accordingly. Cancellations after 3 days from placement of the order, in whole or in part, are at the discretion of the seller subject to a minimum 10% cancellation processing charge provided the Goods are re-sellable. On products which have been specially designed or built to Buyer’s specifications, or on services of any kind, any pro-rata cost will be added in minimum 10% cancellation charge. 

12. Non Solicitation: The Customer warrants that during the course of business with the Company it shall not directly or indirectly employ any person employed by the Company.

13. Period of Validity: All quotations/estimates are based on prices received from our suppliers at the time of issue. Validity of any quotation/estimate is offered only on the basis that no price increases have come into effect from the Sellers suppliers since the date of submission. In any event any quotation/estimate will remain valid for no more than 14 Days. All Goods are subject to availability.

14. Engineering Works - Disclaimer:

   Reference, in this clause, to ‘you’ and ‘your’ means the Customer. Reference to ‘our’ and ‘we’ means the Company.

   Our aim is to carry out any work, as so described, using our very best endeavours to complete each task as agreed. However, the nature of the work, its complexity and dependency on product compatibility means errors and/or failures may occur, which could result in loss of use of the systems and/or loss of information/data. We cannot and do not guarantee that the work, as so described in any accompanying or subsequent related document, will flow as stated or be able to be completed as originally planned/documented. We will endeavour to correct any errors/defects in a timely manner, to your satisfaction and in most cases at our own cost however, should the nature of the errors/defects exceed the need for additional service/products, then additional charges may apply. Should this become apparent then we will, unless urgent dictates, stop all works and consult with you before proceeding. Where works are being carried out on site off hours it is important particularly where disruption/risk is considered to be high, that persons with appropriate financial authorisation for the completion of the work are readily available to authorise any changes to the works. It is important that your responsibility for ensuring full and current backups of your systems exist and are readily available. Our aim is to complete the works in a timely manner and throughout the whole task as agreed. The Buyer accepts and agrees that the completion of the work has or will have been completed and no liability is accepted for consequential loss of any kind.
1. **Estimates.** All times relating to installation/configuration/set-up are estimates based on the Company’s experience of similar installations. The actual time taken to install any product may extend over that estimated. Actual time is dependent, but not limited, to the specific features required by each company/user. Migrating of any existing software and/or the integration of existing hardware may considerably extend the estimated times. The Company uses best endeavours to complete within estimated times however no guarantee can be or is given nor liability accepted for any costs incurred, by the Customer, as a result of times extending beyond that estimated. Normal Business Hours are: Monday- Friday 09:00 – 17:30 Bank and Public holidays excluded.

2. **“Hourly” (per hour).** This consists of the provision, either on or off site, of one Engineer/Consultant at a cost chargeable by the hour at the Company’s prevailing or agreed rate. Chargeable time shall be calculated from the moment that the Engineer/Consultant leaves the offices of the Company to their return. The minimum time charged shall be one hour.

3. **“Daily” (per day).** This consists of the provision, either on or off site, of one Engineer/Consultant for a minimum of 6.5 hours and a maximum of 7.5 hours (travel time inclusive), during Normal Business Hours at the Company’s prevailing or agreed rate. In order to obtain the Daily rate an order must be received no later than one working day prior to the requested date. The minimum time charged shall be one day. Unused time shall not be redeemable.

4. **“Fixed” (fixed price).** This consists of the provision of services in order to complete the work as described. No refunds shall be given for completion of the work ahead of estimated times. In the event of delays, brought about by the Customer or third parties not under the control of the Company ie: its agents, subcontractors or any party outside the reasonable control of the Company (howsoever arising) that prevent or delay the Company from carrying out the works described, the Company shall be entitled to levy additional charges.

5. **“Pre Paid AD-Hoc Labour”.** This is a pre paid amount which is used for the provision, either on or off site, of one Engineer/Consultant at a cost chargeable in blocks of either 15 or 30 minutes and which is deducted from the pre-paid amount. Specific terms may apply which will, if applicable, be listed within the relevant contract document. Unless agreed otherwise in writing, the minimum purchase shall be 24 hours.

6. **General.** Cancellation of requests, within 8 working hours of commencement (to include any travel), will attract a cancellation fee of 25%; Cost of parts, disbursements or third party fees shall be payable in full. No refunds or credits shall be given where work has been completed ahead of time. No guarantees are given for the time being fully productive; Delays outside the control of the Engineer/Consultant or Company shall not be redeemable. Any time, requested by the Customer, to be worked that falls outside of Normal Business Hours shall become chargeable. Travel costs and other disbursements shall not, unless specifically agreed in writing by the Company, be included.

7. **Survey.** All quotations are subject to confirmation by survey. Additional parts or labour, subsequently established as being required, shall not be included. Failure to carry out a survey shall not be deemed as acceptance that no further parts and/or labour is required and the Company shall not be liable to include such additions as part of the original quotation.

8. **Disclaimer/Liability.** Attention is drawn to clauses 2 and 14 on page 1 of DSM Terms and Conditions of Business.