



Solo Containment Limited - Standard Terms & Conditions of Sale

Revision 01 - Effective as of June 1, 2021

<p>1. Application</p> <p>These Terms and Conditions shall apply to the purchase of the goods and/or services ("Goods") by you ("Buyer") from Solo Containment Limited [a company registered in the United Kingdom under number 7494446 whose registered office is at Unit 3 Bramhall Moor Technology Park, Pepper Road, Hazel Grove, Stockport, SK7 5BW ("Seller"). No other terms and conditions shall apply to the sale of the Goods unless agreed upon in writing between the Buyer and Seller. Buyer and Seller herein each a "Party" or the "Parties".</p> <p>2. Interpretation</p> <p>2.1 The headings in these Terms and Conditions are for convenience only and shall not affect their interpretation.</p> <p>2.2 Words imparting the singular number shall include the plural and vice-versa.</p> <p>2.3 A "business day" means any day other than a Saturday, Sunday or a bank holiday in the country of England.</p> <p>2.4 Seller is a merchant with a primary business of selling goods. To the extent there are incidental services provided by Seller, the term 'Goods' covers goods and/or services and the Parties hereby agree that any Contract between them shall be substantially for the purchase and sale of Goods.</p> <p>2.5 "Buyer Specifications" means the design configuration and/or specifications for the Goods that Seller is to provide to Buyer under the Contract. Buyer specifications shall only cover the unique selection, combination and/or other unique specifications of the components of the Goods and not those of standard form, fit, and function required in Seller's design or manufacturing of the Goods.</p> <p>3. Basis of Sale</p> <p>3.1 Whether or not Seller has issued a Quote to Buyer, Buyer shall submit an order for Goods using the attached order form (or similar document in substantial form, "Order") which constitutes acceptance of these Terms and Conditions.</p> <p>3.2 Should Seller accept Buyer's Order as received, Seller will issue Buyer an order acknowledgement ("Order Acknowledgement") which constitutes written acceptance and confirmation by the Seller of the Buyer's order for the Goods and Final Price at which point the Parties shall have an existing contract ("Contract").</p> <p>3.3 These terms and conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied in trade, custom, practice or course of dealing, including but not limited to terms under the United Kingdom Sale of Goods Act 1979 such as the Goods being "fit for purpose" or of "satisfactory quality".</p> <p>4. Goods</p> <p>4.1 To the extent Seller provided Buyer with a description of the Goods for the purpose of understanding Buyer's Specifications ("Quote"), Buyer's Order shall represent and warrant (i) the Buyer does not rely on any other representations regarding the Goods save for those made in writing by the Seller and (ii) the accuracy of the Buyer's Specifications upon which Seller will reasonably rely to accept the Order. No descriptions of the Goods set out in the Seller's business literature shall be incorporated by implication or otherwise and shall not be binding on the Seller and are intended for general reference purposes only.</p> <p>4.2 The Seller reserves the right to make any necessary changes in the Buyer's Specifications of the Goods which are required to conform to any applicable safety or other statutory or regulatory requirements.</p> <p>5. Price</p> <p>5.1 The anticipated price of the Goods are set out in the Seller's pricing literature current at the date of the Seller's Quote, but are not guaranteed and subject to Buyer's Specifications in Buyer's Order or such other price as may be agreed in writing by the Seller and the Buyer. The price appearing in detail within the Order Acknowledgement shall constitute the final price of the Goods ("Final Price").</p>	<p>5.2 If the cost of the Goods to the Seller increases due to any factor including, but not limited to, materials, labour, exchange rates or duties, or shipping, the Seller reserves the right to increase the Final Price prior to delivery.</p> <p>5.3 Any increase in the Final Price under sub-Clause 5.2 shall only take place upon the Seller informing the Buyer of the increase in writing as soon as practicable from the occurrence resulting in the increase.</p> <p>5.4 The Final Price is exclusive of fees for packaging and shipping unless expressly provided for in Buyer's Order and confirmed in Seller's Order Acknowledgement. The cost for packaging and shipping shall otherwise be borne by Buyer.</p> <p>5.5 The Final Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority and unless otherwise agreed to by the Parties in writing, shall be borne by Buyer.</p> <p>6. Payment</p> <p>6.1 Following the Seller's Order Acknowledgement, the Seller shall invoice the Buyer for the Final Price either:</p> <p>(a) on or at any time after delivery of the Goods; or</p> <p>(b) where the Goods are to be collected by the Buyer or where the Buyer fails to take delivery of the Goods, at any time after the Seller has notified the Buyer that the Goods are ready for collection or the Seller has tendered delivery of the Goods: or</p> <p>(c) as otherwise defined within the Order Acknowledgement.</p> <p>6.2 The Buyer shall pay the Final Price within the terms as set out in the Order Acknowledgement or otherwise in accordance with any credit terms agreed between the Seller and the Buyer as measured from the date of shipment, but in any event not later than ninety (90) days.</p> <p>6.3 Payment must be made by the Buyer notwithstanding that delivery may not have taken place and / or that the property in the Goods has not passed to the Buyer.</p> <p>6.4 Time for payment shall be of the essence of the Contract between the Seller and the Buyer.</p> <p>6.5 Receipts for payment will be issued by the Seller only at the Buyer's request.</p> <p>6.6 All payments must be made in UK pounds sterling unless otherwise agreed in writing between the Seller and the Buyer.</p> <p>6.7 In the event Buyer cancels the Order at any time before a payment milestone established in a Quote or Order Acknowledgement is next due, Buyer agrees to pay Solo Containment for costs incurred up to and including the effective date of cancellation, plus a corresponding charge for percentage of completion and any losses attributable to the cancellation. Customer agrees that such costs and charges are reasonable compensation to Solo Containment under a cancellation and are not penalties or liquidated damages.</p> <p>7. Delivery</p> <p>7.1 The Seller shall arrange for the delivery of the Goods on or as near as reasonably practicable to the delivery date detailed in the Order Acknowledgement to the address specified in the Buyer's Order or to another location as agreed in writing (including via exchanged emails) between the Seller and the Buyer.</p>
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<p>7.2 If no delivery address is specified by the Buyer or if it is so agreed between the Seller and the Buyer, the Buyer shall collect the Goods from the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection, but not less than five (5) business days from the date of Seller's notice. Collection by Buyer under this clause 7.2 shall be of the essence of the Contract between the Parties. In the event Buyer fails to collect the Goods, Seller shall have all rights and remedies available under the law.</p> <p>7.3 Subject to the specific terms of any special delivery service, delivery may take place at any time of the day and must be accepted at any time of the day.</p> <p>7.4 If the Buyer fails to take delivery of the Goods the Seller may, at its discretion and without prejudice to any other rights:</p> <p>(a) store or arrange for the storage of the Goods and shall charge the Buyer for all associated costs and expenses including, but not limited to, transportation, storage and insurance; and / or</p> <p>(b) make arrangements for the redelivery of the Goods and shall charge the Buyer for the costs of such redelivery; and</p> <p>(c) invoice Buyer as provided for in clause 6.3.</p> <p>7.5 If redelivery is not possible under sub-Clause 7.4(b), the Buyer shall be required to collect the Goods from the Seller's premises in accordance with all of the terms in clause 7.2. The Seller reserves the right to charge the Buyer for all associated costs including, but not limited to, storage and insurance.</p> <p>7.6 Delivery time is not of the essence.</p> <h3>8. Risk and Title</h3> <p>8.1 Risk of damage to or loss of the Goods shall pass to the Buyer either when the Goods are delivered to the Buyer or when the Seller notifies the Buyer that the Goods are ready for collection.</p>	<p>8.2 If the Buyer fails to take delivery of the Goods, risk shall pass to the Buyer at the time when the Seller has tendered delivery of the Goods.</p> <p>8.3 Legal and beneficial title in the Goods shall not pass to the Buyer until the Seller has received, in cash or cleared funds, payment in full of the Price.</p> <p>8.4 The Seller reserves the right to repossess any Goods in which the Seller retains legal and beneficial title if full payment is not received in accordance with Clause 6. In the event of such repossession the Buyer shall deliver the Goods in which legal and beneficial title has not passed to the Seller at its own cost.</p> <p>8.5 The Buyer's right to possession of the Goods in which the Seller retains legal and beneficial title shall terminate if:</p> <p>(a) the Buyer commits a material breach of its obligations under these Terms and Conditions; or</p> <p>(b) the Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.</p> <h3>9. Limited Warranty</h3> <p>9.1 Seller extends a limited warranty to Buyer that the Goods, which are non-consumer, will (i) be of good title free of all liens, claims or encumbrances; (ii) consist of only new materials; (iii) be free from any defects in material or workmanship; and (iv) conform to Buyer's Specifications.</p> <p>9.2 Seller's warranty excludes:</p> <p>9.2.1. defects or failures attributable to the Buyer's improper care, storage, handling, installation, testing, negligence, misuse, or accident involving the Goods,</p>
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<p>9.2.2 defects or damage due to the Buyer's Specifications or failure to comply with all operational, safety, and maintenance instructions and procedures provided by Seller and communicated to the Buyer,</p> <p>9.2.2 normal wear and tear,</p> <p>9.2.3 use of the goods other than for the intended purpose for which they have been specified and ordered, including but not limited to unauthorized modification or alterations; extreme environmental conditions; repairs by anyone other than Seller (or authorized representatives); or integration with any third-party product and</p> <p>9.2.4 films, seals, gloves, zips and other such soft goods damaged by the user during operation, including but not limited to the use of, and reaction with, incompatible solvents, chemicals and compounds.</p> <p>9.3 This limited warranty shall survive for a period of one (1) year from the date of shipment ("Warranty Period"). Seller's liability and Buyer's exclusive remedy for any tender of nonconforming or defective Goods, or breach of limited warranty during the Warranty Period is expressly limited to Seller's sole discretion to (a) repair nonconforming or defective Goods; (b) replace nonconforming or defective Goods with conforming Goods, or (c) repay that portion of the purchase price represented by nonconforming or defective Goods. Seller shall make commercially reasonable efforts to promptly cure a claim under warranty, but in any event shall cure within sixty (60) days from the receipt of Buyer's claim.</p>	<p>9.4 All claims for breach of warranty must be made by Buyer in writing, specify the basis of the claim under warranty, and sent to Seller in accordance with the notice provisions herein such that Seller actually receives the claim within one (1) year following the date Goods shipped. Buyer's remedy for breach of warranty claims are subject to the limitations of liability set forth in this Agreement and Seller's Standard Terms and Conditions. If Buyer fails to timely submit a written breach of warranty claim with the required information, Seller reserves the right at its sole discretion to deny such breach of warranty claim.</p> <p>9.5 Any unauthorized sale, assignment, transfer, or possession of the Goods by any other person other than the Buyer shall void this Limited Warranty.</p> <h3>10. Notices</h3> <p>10.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the Party giving notice (or a duly authorised officer of that Party).</p> <p>10.2 Notices shall be deemed to have been duly given:</p> <p>(a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;</p> <p>(b) when sent, if transmitted by fax and a successful transmission report or return receipt is generated or by email;</p> <p>(c) on the fifth business day following mailing, if mailed by national ordinary mail; or</p>
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(d) on the tenth business day following mailing, if mailed by airmail.

10.3 All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified to the other Party.

11. Modification or Amendments

Except as set out in these Conditions, no modifications or amendments of the Contract shall be effective unless it is agreed in writing and signed by the Seller and the Buyer.

12. Limitation of Liability

SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, CONTINGENT, OR PUNITIVE DAMAGES FOR (I) ANY BREACH OF CONTRACT OR WARRANTY, WHETHER BASED ON THEORIES OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE; (II) THE TENDER OF DEFECTIVE OR NONCONFORMING GOODS; OR (III) BREACH OF ANY OTHER PROVISION OF THIS AGREEMENT; OR (IV) ANY CLAIM OF ANY KIND ARISING OUT OF OR RELATING TO ANY ORDER OF SELLER'S PERFORMANCE IN CONNECTION THEREWITH. IN ANY EVENT, SELLER'S LIABILITY TO BUYER SHALL NOT EXCEED 110% OF THE FINAL PRICE OF THE GOODS ON WHICH SUCH LIABILITY IS BASED. BUYER ASSUMES ALL OTHER LIABILITY FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE USE OF THE GOODS, EITHER ALONE OR IN COMBINATION WITH OTHER GOODS.

13. Force Majeure

Neither party shall be liable for any failure nor 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, epidemic/pandemic, accidents, acts of terrorism, acts of war, governmental action or any other event ("Force Majeure Event") that is beyond the control of the Party in question. Nothing shall be construed as limiting Seller to the enumerated events herein. Upon the occurrence of a Force Majeure Event, Seller shall as soon as practicable notify Buyer in writing setting forth the details of the Force Majeure Event and its expected duration and shall diligently use its reasonable best efforts to resume the performance of its obligations hereunder. If a Force Majeure Event lasts or is reasonably expected to last more than sixty (60) days, either Party may terminate this Agreement immediately upon written notice to the other Party.

14. No Waiver

No waiver by the Seller of any breach of these Terms and Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15. Severance

In the event that one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (which shall remain valid and enforceable).

16. Law and Jurisdiction

16.1 These Terms and Conditions (including any non-contractual matters and obligations arising there from or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2 Any dispute, controversy, proceedings or claim between the Seller and the Buyer relating to these Terms and Conditions (including any non-contractual matters and obligations arising there from or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

Nothing in these Terms and Conditions shall affect the Buyer's statutory rights as a consumer.

17. Confidentiality

17.1 Confidential Information means any and all nonpublic, confidential, or proprietary information whether provided orally, visually, in writing, or electronically including, without limitation, all materials, knowledge, data, and other information relating to past, existing, and potential trade secrets, business plans, financial information, customers, suppliers, markets, contracts, prices, products, personnel, strategies, policies, systems, procedures, technologies, know-how, data, processes, inventions, research, developments, formulations, applications, methods of manufacture, and any other proprietary information of such Party.

17.2 Subject to an existing agreement between the Parties regarding confidentiality ("Existing NDA"), which shall be incorporated herein by reference and such Existing NDA be controlling, a Party receiving Confidential Information pursuant to the Contract (the "Recipient") shall (i) hold the Confidential Information of the disclosing Party (the "Discloser") in trust and keep it confidential, (ii) use the same means it uses to protect its own Confidential Information, but in any event no less than reasonable means, to prevent the disclosure by it and any of its officers, directors, employees, and affiliates (collectively, "Recipient's Representatives") of the Confidential Information, whether oral, written, communicated to it by the Discloser, (iii) not copy or reproduce, or permit to be copied or reproduced, in any way, any part of the Confidential Information except in accordance with and for the uses set forth in the Contract, (iv) use Confidential Information solely for the purpose of furthering the transactions contemplated by the Contract, (v) not, directly or indirectly, whether alone or in combination with any other person or entity or whether as a shareholder, partner, sole proprietor, employee, independent contractor, or investor utilize or otherwise profit in any way from the Confidential Information disclosed pursuant to the Contract other than as set forth, (vi) disclose to Recipient's Representatives on a "need to know" basis only, and (vii) inform all Recipient's Representatives the confidentiality obligations imposed by these Terms and Conditions and be bound by written or professional obligations at least as restrictive as those specified herein. Recipient is responsible and liable for any breach of this Agreement by any of its Recipient's Representatives.

17.3 Confidential Information shall not be afforded the protection herein if, on the effective date of the Contract, such Confidential Information has been, or thereafter is (i) developed by the Recipient independently of the Discloser, as evidenced by Recipient's records, however maintained; (ii) rightly obtained, without restriction, by the Recipient from a third party; (iii) publicly available other than through the fault, negligence, act, or breach of Contract of the Recipient; (iv) released without restriction by the Discloser to anyone; or (v) in the Recipient's possession prior to receipt from the Discloser, as evidenced by Recipient's records, however maintained. If any portion of any Confidential Information falls within any of the above exceptions, the remainder of the Confidential Information shall continue to be subject to the requirements herein.

17.4 All Confidential Information furnished hereunder shall remain the property of the Discloser and shall be returned to Discloser or destroyed promptly at its request together with all copies made thereof by the Recipient. Upon request, the Recipient shall send the Discloser a destruction certificate. The requirements of this Clause 17 shall survive the termination or expiration of the Contract for a period of three (3) years; provided however, the confidentiality obligations of Recipient with respect to trade secrets shall survive the termination of the Contract and be safeguarded by Recipient in perpetuity or for so long as such information remains a trade secret under applicable law.

18. Assignment

This Agreement may not be assigned or transferred without each Party's prior written consent, which consent will not be unreasonably withheld; provided however, that upon notice the Parties may assign this Agreement to any person or entity acquiring all or substantially all of a Party's business or assets. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of, and be enforceable by, each Party and its successors and assigns.