

WEATHERALL EQUIPMENT'S TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS

1. Definitions and Interpretation

The definitions and rules of interpretation in the Schedule shall apply to these Conditions and the Contract.

2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing and the Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

2.2 The Order constitutes an offer by Weatherall to purchase the Goods in accordance with these Conditions.

2.3 The Order shall only be deemed to be accepted on the earlier of:

- (a) when the Supplier issues a written acknowledgement of the Order, or
- (b) when the Supplier does any act consistent with fulfilling the Order,
at which point the Order shall be deemed to have been accepted and the Contract shall come into existence.

2.4 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and any applicable Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Weatherall expressly or by implication, and in this respect Weatherall relies on the Supplier's skill and judgement;
- (c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

2.5 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

2.6 Weatherall may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

2.7 If following such inspection or testing Weatherall considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 2.4, Weatherall shall inform

the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

2.8 Weatherall may conduct further inspections and tests after the Supplier has carried out its remedial actions.

3. Delivery

3.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a packing list or commercial invoice (as the case may be) that shows the date of the Order, all relevant Supplier and Weatherall reference numbers, together with any additional legal information required for delivery of the Goods to Weatherall; and
- (c) if the Supplier requires Weatherall to return any packaging materials to the Supplier, that fact is clearly stated on the packing list. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

3.2 The Supplier shall deliver the Goods in accordance with the applicable Incoterm 2020 delivery term set out in the Order.

3.3 The Supplier shall deliver the Goods:

- (a) on the Delivery Date;
 - (b) at Weatherall's Address; and
 - (c) during Business Hours, or as instructed by Weatherall.
- (d) Delivery of the Goods shall be completed on the completion of unloading the Goods at Weatherall's Address.

3.4 The Supplier may deliver the Goods by instalments with Weather's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall entitle Weatherall to the remedies set out in Clause 4.

4. Weatherall Remedies

4.1 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in Clause 2.4 then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, Weatherall may exercise any one or more of the following rights and remedies:

- (a) to terminate the Contract;
- (b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any costs incurred by Weatherall in obtaining substitute goods from a third party; and

(f) to claim damages for any other costs, loss or expenses incurred by Weatherall which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

4.2 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

4.3 Weatherall's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

5. Title and risk

5.1 The risk in the Goods shall pass to Weatherall in accordance with the Incoterms 2020 delivery term set out in the Order or, if not such term is including in the Order, upon completion of delivery.

5.2 Title to the Goods shall pass to Weatherall on completion of delivery.

6. Price and payment

6.1 The price of the Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.

6.2 The price of the Goods, except where otherwise provided by the relevant Incoterms 2020 commercial term set out in the Order or otherwise agreed by Weatherall in writing:

(a) excludes amounts in respect of value added tax (**VAT**), which Weatherall shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

(b) includes the costs and charges of packaging, insurance and transport of the Goods.

6.3 No extra charges shall be effective unless agreed in writing with Weatherall.

6.4 The Supplier may invoice Weatherall for the Goods on or at any time after the completion of delivery.

6.5 Weatherall shall pay each correctly rendered invoice submitted by the Supplier within 30 days of receipt of the invoice.

6.6 If either party fails to make a payment due to the other party under the Contract by the due date, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

6.7 Weatherall may at any time set off any liability of the Supplier to Weatherall against any liability of Weatherall to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, Weatherall may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Weatherall of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

7. Indemnity

7.1 The Supplier shall indemnify Weatherall against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full

indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Weatherall as a result of or in connection with:

(a) any claim made against Weatherall for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

(b) any claim made against Weatherall by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

(c) any claim made against Weatherall by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

7.2 This Clause 7 shall survive termination of the Contract.

8. Insurance

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce to Weatherall on demand both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

9. Change Control Procedure

9.1 Either party may submit a written request (**Change Request**) for a change to the Goods (**Change**) to the other party in accordance with this clause, but no Change will come into effect until a written record of any Change agreed or to be agreed by the parties has been signed (**Change Control Note**) has been signed by the authorised representatives of both parties.

9.2 If the Supplier requests a Change:

(a) the Supplier will submit a written request to Weatherall containing as much information as is necessary to enable Weatherall to prepare a Change Control Note; and

(b) within 10 Business Days of receipt of a request, unless otherwise agreed in writing by the parties, Weatherall will send to the Supplier a Change Control Note.

9.3 If Weatherall requests a Change, it will send to the Supplier a Change Control Note.

9.4 If, following the Supplier's receipt of a Change Control Note pursuant to Clause 9.2 or Clause 9.3:

9.5 the parties agree the terms of the relevant Change Control Note, they will sign it and that Change Control Note will amend the relevant Order relating to the Goods or Services which are the subject of the Change Request; or

9.6 either party does not agree to any term of the Change Control Note, then the Supplier shall continue to supply the Goods as if such Change Request had not been submitted.

9.7 Each party will bear its own costs in relation to dealing with any Change Request and negotiating any Change.

10. Termination

10.1 Weatherall may terminate the Contract in whole or in part at any time before delivery of the Goods with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. Weatherall shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

10.2 Without limiting its other rights or remedies, Weatherall may terminate this Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within five Business Days of being notified in writing to do so;
- (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (c) the Supplier suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

10.3 Without limiting its other rights or remedies, Weatherall may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier fails to pay any amount due under the Contract on the due date for payment.

10.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

10.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for three months, the party not affected may terminate the Contract by giving seven days' written notice to the affected party.

12. General

12.1 Assignment and other dealings.

(a) Weatherall may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other

manner with all or any of its rights or obligations under the Contract.

(b) The Supplier may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Weatherall.

12.2 Entire agreement.

The Contract constitutes the entire agreement between the parties.

Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

12.3 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

12.4 Waiver.

A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

12.5 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 12.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

12.6 Notices.

(a) Any notice given to a party under or in connection with the Contract shall be (a) in writing and shall be delivered by hand, (b) sent by email to the (i) in the case of the Customer, email addresses set out in the Order and (ii) in the case of Weatherall, to the email address notified to the Customer by Weatherall or (c) by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

(b) Any notice shall be deemed to have been received:

- (i) if delivered by hand, at the time the notice is left at the proper address;
- (ii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume;
- (iii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.7 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.8 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

(g) A reference to **writing** or **written** includes email.

12.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule – Definitions and Interpretation

1. Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 12.3.

Contract: the contract between Weatherall and the Supplier for the sale and purchase of the Goods in accordance with these Conditions.

Delivery Date: the date set out in Weatherall's acknowledgement of the Order.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order.

Order: Weatherall's order for the Goods, as set out in the Weatherall's purchase order form or email.

Supplier: the person or firm who supplies the Goods to Weatherall.

Weatherall: Weatherall Equipment & Instruments Limited (registered in England and Wales with company number 01594740).

2. Interpretation:

(a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its successors and permitted assigns.

(c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

(d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to **writing** or **written** excludes fax and email

(f) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.