

ORIGIN SUREGREEN LIMITED - GENERAL SALE TERMS

The parties agree to the following terms and conditions:

- Definitions.** "Seller" means Origin Suregreen Limited. "Buyer" means the person purchasing Goods from the Seller under the Contract. "Contract" means the contract between the Seller and the Buyer for the sale and purchase of Goods incorporating or in accordance with these General Sales Terms. "Goods" means the goods set out in the Order. "Order" means the Buyer's written order for Goods.
- Basis of Contract.** These General Sales Terms apply to the Contract to the exclusion of any other terms that either party seeks to impose or incorporate or which may be implied. An Order constitutes an offer by the Buyer to purchase Goods in accordance with these General Sales Terms and shall only become binding on the parties once accepted by the Seller in writing. The Buyer shall ensure that the terms of the Order are complete and accurate.
- Price.** Unless otherwise agreed in writing by the Seller, the price of the Goods (the "Price") shall be the Seller's list price for the Goods prevailing on the date of delivery together with any value added tax or other tax thereon. The Seller may, by giving notice to the Buyer at any time, increase the Price to reflect any increase in the cost of the Goods, any request by the Buyer to change the delivery date, quantity or type of Goods ordered or the specification of the Goods or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.
- Payment.** The Seller may invoice the Buyer for the Goods on or at any time after delivery. The Buyer shall pay each invoice within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Seller from time to time and time of payment is of the essence. The Buyer shall pay all amounts due in full and cleared funds without any deduction or withholding and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller. The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer. If the Buyer fails to make any payment due to the Seller under the Contract by the due date for payment, the Seller shall be entitled to charge interest on the overdue amount at the rate of 5% 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, whether before or after judgment.
- Delivery.** Unless otherwise agreed in writing by the Seller, the Seller shall arrange delivery of the Goods to the Buyer at the Buyer's cost. Delivery dates are approximate only and the time of delivery is not of the essence. If the Buyer fails to take delivery of the Goods on the scheduled delivery date, then delivery of the Goods shall be deemed to have been completed and the Seller shall store the Goods until delivery takes place and charge the Buyer for all related costs and expenses (including insurance). If the Buyer has not taken delivery of the Goods within 3 days after the scheduled delivery date, the Seller may resell or otherwise dispose of all or part of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the Price or charge the Buyer for any shortfall below the Price. The Seller may deliver the Goods by installments.
- Risk/Title.** Risk in the Goods shall pass to the Buyer on completion of delivery. Title to the Goods shall not pass to the Buyer until the Seller has received payment in full and cleared funds for the Goods and all other sums which are or become due to the Seller. Until title to the Goods has passed to the Buyer, the Buyer shall (a) hold the Goods on a fiduciary basis on behalf of the Seller; (b) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property; (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery; (e) notify the Seller immediately if it becomes subject to any of the events listed in clause 11; and (f) give the Seller such information relating to the Goods as the Seller may require from time to time. The Buyer may, however, resell or use the Goods in the ordinary course of its business. If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 11, or the Seller reasonably believes that any such event might occur, then, without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.
- Warranty.** The Seller warrants only that the Goods on delivery shall conform in all material respects with the data sheets published by the Seller from time to time. All other warranties, conditions or undertakings as to quality or description (howsoever made or implied) shall be excluded to the fullest extent permitted by law. The Seller is not liable for a breach of warranty or a defect in the Goods unless it is notified to the Seller within 14 days after the date of delivery or, if the defect would not be apparent on reasonable inspection, within one month after the date of delivery. In respect of any nonconforming or defective Goods, the Seller shall, at its election, repair the Goods or supply replacement Goods or grant to the Buyer a credit equal to the Price (in which event the Seller shall be deemed not to be in breach of the Contract or have any liability to the Buyer for the non-conforming or defective Goods); provided in each case that the Buyer, upon request, returns the relevant Goods (unaltered) to the Seller for inspection as soon as possible and at its own risk and expense.
- Liability.** The Seller shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for (a) any loss of profit or indirect or consequential loss arising under or in connection with the Contract; or (b) for nonconforming or defective Goods if the Buyer makes any further use of such Goods after giving notice in accordance with clause 7 or the defect arises because of any act or omission by the Buyer (including any unauthorized alteration or repair of the Goods, a failure to follow oral or written instructions as to storage, installation, use and maintenance of the Goods (or good trade practice) or fair wear and tear, wilful damage, negligence or abnormal storage or working conditions) or the defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer. The Seller's total liability to the Buyer 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 not exceed the Price. Nothing in these General Sales Terms shall limit or exclude the Seller's liability for fraud, death or personal injury caused by its negligence or any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.
- Indemnity.** The Buyer shall indemnify the Seller, its affiliates and its and their directors, officers, employees, agents and contractors in full against all claims, losses, liabilities, damages and expenses (including legal and other professional fees and expenses) arising as a result of or in connection with (a) the Buyer's use of the Goods; or (b) any infringement or alleged infringement by the Buyer of any copyrights, patents, trade secrets or other intellectual property rights of third parties; or (c) the Buyer's breach of the Contract.
- Compliance with Laws.** The Buyer represents and warrants that it shall at all times comply with all applicable laws, regulations, codes, rules, ordinances, judgments, orders and decrees including without limitation any anti-bribery and corruption laws. Upon request, the Buyer shall promptly provide the Seller with any and all information reasonably requested to confirm or in connection with such compliance.
- Termination.** The Seller shall be entitled, at any time by giving written notice to the Buyer and without prejudice to its other rights and remedies, to suspend any deliveries of Goods and/or terminate any Order and/or the Contract forthwith if: (a) the Buyer fails to pay to the Seller on the due date any amount payable under the Contract; (b) the Buyer commits a material breach of the Contract; (c) the Buyer or any of its affiliates becomes insolvent or bankrupt or enters into liquidation or any order, decision or proceeding to that effect is made, taken or commenced; (d) the Buyer or any of its affiliates makes an arrangement or composition with its creditors; (e) the Buyer or any of its affiliates has a liquidator, receiver, manager, administrator or administrative receiver or equivalent officer in any jurisdiction appointed in respect of its undertaking or any part thereof; (f) any event occurs or proceeding is taken with respect to the Buyer or any of its affiliates that has an effect equivalent or similar to any of the foregoing or the Seller believes that any of the foregoing might occur. Provisions of these General Sales Terms which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination. Upon termination for any reason, all amounts owing by the Buyer to the Seller, whether under the Contract or for any other reason, shall become immediately due and payable.
- Confidentiality and IP.** The Buyer shall keep in strict confidence all information (including without limitation all technical or commercial data, intellectual property, know-how, specifications, inventions, technology, processes or initiatives) disclosed by or relating to the Seller, its affiliates or their businesses or activities and of which the Buyer becomes aware ("Information"). The Buyer shall only use the Information in performing its obligations under the Contract and shall restrict disclosure of Information to those of its officers and employees as need to know the same for the purpose of performing its obligations under the Contract and it shall ensure that such officers and employees are subject to like obligations of confidentiality. Ownership of the Information shall remain vested in the Seller and the Buyer shall not use the Information in any way so as to gain commercial advantage over the Seller (including without limitation through abuse of the Seller's intellectual property rights).
- Force Majeure.** Delay in performance or failure to perform hereunder shall be excused to the extent caused by circumstances beyond the reasonable control of the party claiming such excuse (including without limitation acts of God, lock-outs, strikes or other labour disputes, fire, explosion, flood, epidemic, machine breakdown, inability to obtain supplies, governmental actions or war). The party claiming such excuse shall give written notice to the other party as soon as reasonably practicable giving its best estimate of the expected period of delay.
- Whole Agreement, No Amendment.** The Contract constitutes the entire agreement between the parties relating to the subject matter thereof. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract. No variation of the Contract or any Order shall be effective unless it is in writing and signed by or on behalf of the parties.
- Waiver.** 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.
- Notices.** Any notice or other communication given under or in connection with the Contract shall be in writing, addressed to that party at its registered office or principal place of business (or such other address as that party may nominate in writing in accordance with this clause) and shall be delivered personally, sent by pre-paid first-class post or fax.
- Status.** Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. A person who is not a party to the Contract shall not have any rights under or in connection with it.
- Assignment and Subcontracting.** The Buyer shall not, without the prior written consent of the Seller, assign, transfer, charge or subcontract the Contract or any of its rights or obligations under the Contract or purport to do any of the same.
- Severance.** 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.
- 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 non-exclusive jurisdiction of the courts of England and Wales.