

GENERAL TERMS AND CONDITIONS OF SALE

1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

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

Conditions: the terms and conditions set out in this document.

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

Buyer: the person, firm or company who purchases the Goods from the Seller.

Delivery Location: the location set out in the Order.

Force Majeure: has the meaning given in condition 10.

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

Order: the Buyer's order for the Goods.

Parties: Seller and the Buyer, or each shall be referred as a Party.

Sales Confirmation: the standard form of acceptance of order used by the Seller from time to time.

Seller: Ronly Limited, a company incorporated and registered in England and Wales number 06253273 having its registered address at 3rd Floor 201, Haverstock Hill, London, NW3 4QG.

Specification: any specification for the Goods, including any related plans and drawings, that is referred to or forms part of the Order.

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any antecedent statement or representation made by or on behalf of the Seller, however expressed, shall be treated as an expression of opinion only and shall not entitle the Buyer to rescind the Contract nor to claim damages.

2.2 Until superseded by any other standard terms and conditions of the Seller, or save as otherwise notified by the Seller, these Conditions shall apply to all Contracts entered into between Buyer and the Seller.

2.3 The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate. If the Buyer has prepared the specification, it will be responsible for the specification's accuracy and completeness, and the Seller will have no liability for any defects in the goods that result from the supplier following the Buyer's specification.

2.4 The Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order in the form of a Sales Confirmation or, in the event of a verbal Order, verbal confirmation of acceptance from the Seller, at which point the Contract shall become binding on both of the Parties.

2.5 In the event the Buyer places a verbal Order, the Buyer acknowledges that any verbal acceptance by the Seller is subject to these Conditions.

2.6 The Contract constitutes the entire agreement between the Parties. 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.

2.7 Any samples, drawings, descriptive matter, or advertising produced by the Seller and any descriptions or illustrations contained in the Seller'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. The sale is not a sale by sample or description.

2.8 A quotation or proposal for the Goods given by the Seller shall not constitute an offer.

2.9 These Conditions are to be read in conjunction with any other specific terms and conditions agreed between Buyer and the Seller in connection with the Contract. In the event of any conflict between these Conditions and the specific terms and conditions as agreed, then the specific terms and conditions shall take precedence. The Seller shall sell and the Buyer shall buy the Goods on the terms of the Contract.

2.10 If any provision of these Conditions is held by a competent Court to be void, unenforceable or otherwise invalid in whole or in part, the Contract shall continue to be fully binding and all other Conditions herein, including the reminder of any term or condition where the effect of some part thereof is avoided, shall remain fully effective.

3. GOODS, SPECIFICATION AND WEIGHTS

3.1 The Goods are described in the Contract, including any Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Buyer, the Buyer shall indemnify the Seller 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 professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's use of the Specification. This condition 3.2 shall survive termination of the Contract.

3.3 The Seller reserves the right to amend the Specification of the Goods if required by any applicable statutory or regulatory requirements.

3.4 Any design, copyright work, invention, discovery or other intellectual property made, created or produced by the Seller in the course of fulfilling its obligations under the Contract (including any Specification or plans or drawings or equivalent materials produced by the Seller and forming part of the Contract) belong solely and exclusively to the Seller and the Buyer will make no claim on the same.

3.5 Where Specification(s) or instructions relating to manufacture or delivery are to be supplied by the Buyer, these should be delivered to the Seller on demand and, if not so delivered, the Seller may at its option either postpone for a reasonable time the delivery date for the Goods or terminate the Contract. If the Buyer has prepared the Specification, it will be responsible for the Specification's accuracy and completeness, and the Seller will have no liability for any defects in the Goods that result from the supplier following the Buyer's Specification.

3.6 Whether or not the Goods are manufactured to the Buyer's Specification the Buyer is responsible for satisfying itself as of accuracy and completeness of Specification and the suitability of the Goods for Buyer's purposes, and the Buyer's entry into the Contract shall be conclusive evidence that it is so satisfied. Unless otherwise expressly agreed in writing, the Seller shall not be liable in any way for the life or wear of the Goods or their performance or fitness for any particular purpose or for their use under any specific conditions notwithstanding that such purpose or condition may be known or made known to the Seller, and any express or implied warranty or condition to that effect (statutory or otherwise) is excluded.

3.7 The weights ascertained either by the producer of the Goods or on a tested weigh-bridge at the Seller's option shall be final and binding on both parties. The number of pieces stated in the Seller's invoice shall not be binding where Goods are charged according to weight.

3.8 In respect of Contracts concluded on a delivered basis, the Seller shall not be liable for any discrepancies in weight unless the Buyer gives the Seller written notice thereof within seven days of receipt of the Goods and gives the Seller a reasonable opportunity to witness

and/or re-weigh the Goods before they have been used, processed or sold.

3.9 The quantity of Goods actually delivered may vary from the quantity specified in the Contract and a variation of not more than plus or minus ten per cent from such quantity shall not constitute a breach of the Seller of his obligations under the Contract.

4. ACCEPTANCE AND DELIVERY

4.1 The Buyer shall be deemed to have accepted the Goods and it shall be conclusively agreed by the Buyer that the Goods are in accordance with the Contract unless:

- a) the Buyer gives notice in accordance with conditions 4.8, or 3.8, or 4.2 herein; or
- b) within fourteen days after receipt of the Goods and prior to their use or re-sale, the Buyer gives written notice to the Seller specifying any alleged defect in the quality or state of the Goods or other respect in which the Goods do not accord with the Contract.

4.2 Any and all claims for quantity and quality defects must be notified by the Buyer to the Seller in writing within 14 days of delivery of the Goods to the Buyer or, if the Buyer wrongfully fails to take delivery of the Goods, at the time when the Seller has notified the Buyer that the Goods are ready for calling forward or collection. If the Buyer fails to notify the Seller of any such claim within the specified period then any such claim against the Seller shall be waived and absolutely barred. In the event that the parties agree in writing a different time period for the notification of claims by the Buyer in the specific terms and conditions as agreed then that notification period shall be substituted for the 14 day period referred to above and this condition shall otherwise remain fully operative and enforceable by the Seller.

4.3 Any dates agreed by the Seller for the delivery of the Goods are approximate only and the Seller shall not be liable for any loss or damage whatsoever where the Goods are delivered on a different date or after expiry of any delivery period referred to in the Contract.

4.4 Time for delivery shall not be of the essence unless previously agreed by the Seller in writing.

4.5 Where it is agreed in the Contract that Goods are to be collected or called for by the Buyer immediately they are ready for despatch and the Buyer fails to do so then the Seller shall be entitled to store the Goods without liability and in the open if necessary at the cost and risk of the Buyer. The Buyer shall pay to the Seller all direct costs incurred by reason of the Buyer's failure to take delivery of the Goods and shall make such payment before delivery is made.

4.6 If the Seller indicates within seven days after the Contract delivery date or after expiry of any delivery period that delivery of the Goods has been prevented or hindered due to any cause beyond the Seller's reasonable control then any delivery date or period shall be extended as required by the Seller having regard to the cause of the prevention or hindrance giving rise to delay.

4.7 Each part delivery or instalment shall be deemed to be under a separate contract and no default by the Seller in respect of any such part delivery or instalment shall entitle the Buyer to treat the Contract as repudiated as regards any balance or instalment remaining to be delivered.

4.8 The Seller shall not be liable:

- (a) For any partial loss or damage to the Goods in the course of any ocean, rail or road transit unless the Buyer shall within fourteen days of the receipt of the Goods have sent to the Seller written notice of the Buyer's complaint; and/or
- (b) For non-delivery or non-arrival of the whole of any consignment of the Goods or any part consignment unless the Buyer shall, within fourteen days from the scheduled date of

arrival of the Goods have sent to the Seller a written notice thereof.

5. PRICE AND PAYMENT

5.1 The price of the Goods shall be the price set out in the Contract. Time of payment is of the essence.

5.2 If the Buyer defaults in making payment of any sum due under the Contract the Seller may (without prejudice to its other rights and remedies) suspend or cancel all further deliveries of any goods ordered by the Buyer from the Seller whether under this Contract or under any other Contract between the Seller and the Buyer until the default has been remedied.

5.3 Where Goods are to be collected by the Buyer and are not collected and/or the Buyer wrongfully fails to take delivery of the Goods then the Seller shall be entitled to invoice the Buyer for the price (plus any additional costs as provided herein) at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods and the Buyer has failed to take delivery of them.

5.4 The Buyer shall pay the total invoice price in accordance with the provisions of the Contract notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer.

5.5 The Seller shall be entitled to charge the Buyer interest on a daily basis on overdue payments at the rate of three per cent per annum above Barclays Bank base rate from time to time in force and to charge the Buyer for any loss or damage consequential on any non-performance of the Contract by the Buyer including but not limited to any loss or damage arising under any other Contract between the Seller and the Buyer where the Seller has suspended or cancelled deliveries.

5.6 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding and the payment shall not be refused or delayed because of any alleged defects in the Goods. The Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. 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 against any amount payable by the Seller to the Buyer.

5.7 All prices shall be deemed exclusive of VAT and any other sales taxes.

6. WARRANTIES AND LIABILITIES

6.1 ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE OR COMMON LAW ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, EXCLUDED FROM THE CONTRACT. THERE IS NO WARRANTY THAT GOODS SHALL BE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE NOR THERE ANY OTHER WARRANTY, EXCEPT SUCH AS IS EXPRESSLY SET FORTH IN THIS CONTRACT.

6.2 Goods sold as "non-prime" or Goods accepted by the Buyer pursuant to condition 4 herein which the Seller and the Buyer agree to be "non-prime" are sold in their actual state, as seen, without warranty, with all faults whether or not the Goods have been inspected by the Buyer prior to delivery. Any statement, specification, description or other information provided by the Seller in respect of such Goods is given in good faith but the Seller can accept no responsibility for its accuracy. In no circumstances will the Seller be under obligation to replace or make good such Goods or enter into any claim whatsoever in respect thereof.

6.3 Subject to the provisions of these Conditions, Goods supplied by the Seller will comply with the specification and standard, if any, agreed in writing between the Seller and the Buyer in respect of the Contract to which those Goods relate.

6.4 Without prejudice to the foregoing, no statement or undertaking contained in any British Standard, Euro norm, ISO Recommendation, or other standard or

technical specification as to the suitability of the Goods for any purpose shall give rise to any legal liability. The Buyer shall satisfy himself that the Goods are suitable for any product or application for which they are to be used.

6.5 The Buyer shall indemnify the Seller against all claims, costs and expenses of any nature whatsoever which may arise pursuant to Part 1 of the Consumer Protection Act 1987 or any other product liability in respect of any alleged defect in the Goods.

6.6 Where the Goods are either packed or protected in the manner specified in the Contract, or if there is no such specification, delivered without sufficient packing or protection, the Seller shall not be liable for any damage to or deterioration of the Goods during carriage or delivery.

6.7 Where a claim has been notified to the Seller in accordance with these Terms and Conditions and all or any part of the Goods do not comply with the requirements of the Contract relating to description, specification, quality, condition or any other matter and if such Goods are at the Seller's expense returned to it, the Seller shall (at its option) repair or replace the Goods or repay the Buyer the price or the relevant proportion thereof received by the Seller for the Goods.

7. TITLE AND RISK

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, at the time when the Seller has notified the Buyer that the Goods are ready for calling forward or collection.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property 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 for:

7.2.1 the Goods; and

7.2.2 any other goods or services that the Seller has supplied to the Buyer in respect of which payment has become due.

7.3 Until title to the Goods has passed to the Buyer, the Buyer shall:

7.3.1 hold the Goods on a fiduciary basis as the Seller's bailee;

7.3.2 store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;

7.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

7.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

7.3.5 notify the Seller immediately if it becomes subject to any of the insolvency events listed in condition 8.1; and

7.3.6 give the Seller such information relating to the Goods as the Seller may require from time to time.

7.4 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the insolvency events listed in condition 8.1, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, 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.

7.5 Until such time as the property in the Goods passes to the Buyer, the Buyer shall be entitled to re-sell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale of the Goods, whether tangible or intangible, including any insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and, in the case of tangible proceeds, properly stored, protected and insured.

7.6 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been re-sold), the Seller shall be

entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

7.7 The Buyer 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 Seller, but if the Buyer does so all monies owing by the Buyer to the Seller in respect of the Goods shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

7.8 The Seller shall be entitled to maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Buyer and it shall not be a defence to such an action that title has not so passed.

8. SUSPENSION AND TERMINATION

8.1 The Seller shall be entitled, without prejudice to any other rights or remedies available to him, either to terminate the Contract or any other Contract between the Seller and the Buyer wholly or in part to suspend any further deliveries under the Contract or any other Contract between the Seller and the Buyer in any of the following events:-

a) if the Buyer is in breach of any of this Contract or these Conditions; or

b) if any sum is due and owing by the Buyer to the Seller but remains unpaid; or

c) if the Buyer has failed to provide within the time specified by the Seller any letter of credit, bills of exchange or any other security required by the Contract; or

d) if the buyer has failed to collect or take delivery of any Goods under any contract between it and the Sellers otherwise than in accordance with the Buyer's contractual obligations; or

e) if the Buyer ceases or threatens to cease carrying on business or if any third party enforces the provision of any condition retaining title in goods supplied to the Buyer or if the Buyer becomes insolvent or, in the case of a body corporate or a partnership, a resolution is passed for its winding up (except solely for the purpose of amalgamation or reconstruction) or an Order of the Court for its winding up is made or a Receiver is appointed (whether administrative or otherwise) or in the case of an individual or partnership, he is or they are adjudicated bankrupt or payment of his or their debts is suspended in whole or in part or the Buyer convenes a meeting of or proposes or enters into any composition or arrangement with its creditors or a comparable act occurs under another jurisdiction; or

f) if the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

8.2 Without prejudice of the preceding condition 8.1 the Seller shall be entitled at any time to withdraw credit from the Buyer without prior notice or divulgence of reasons.

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.

9. LIMITATION OF LIABILITY

9.1 Nothing in these Conditions shall limit or exclude the Seller's liability for:

9.1.1 death or personal injury caused by its negligence, or the negligence of its employees;

9.1.2 fraud or fraudulent misrepresentation;

9.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

9.1.4 defective products under the Consumer Protection Act 1987; or

9.1.5 any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.

9.2 Subject to condition 9.1:

9.3 The Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort

(including negligence), breach of statutory duty, tort or otherwise, for any loss of profit, loss of business, loss of revenue, loss of contract, or any special, incidental, any indirect and both direct and indirect consequential loss howsoever arising under or in connection with the Contract or the Goods (whether or not as a result of the negligence of the Seller or its sub-contractors, suppliers, employees or agents) and all conditions and warranties expressed, implied or statutory are hereby excluded; and

9.4 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 in no circumstances exceed USD 500,000.00.

10. FORCE MAJEURE

10.1 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.

10.2 In Force Majeure Event circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 weeks, the party not affected by the Force Majeure Event may terminate the Contract by giving 7 days' written notice to the affected party.

10.3 Any additional costs (whether direct or indirect) and risks resulting from any cause beyond the Seller's reasonable control shall be borne by the Buyer. Despatch of the Goods is conditional upon payment by the Buyer of such additional costs immediately upon receipt of advice that the Goods or the relevant part of the Goods are ready for despatch.

11. IMPOSSIBILITY OF SUPPLY

In the event of a prohibition of exports and/or imports, breakdown of machinery, problems with supply of raw materials, imposition of any taxes, levies or duties after the date of the contract, non-performance by the mill or the Seller's supplier or a ship owner, strikes or any other cause whatsoever beyond the Seller's control which makes it impossible for the Seller to supply on time and/or at all the products to the Buyer, the Seller shall be released from all and any liability arising from its failure to supply the Goods (partially or fully) and/or for any delay in supply. In such circumstances, the time for fulfilment of the Seller's obligations under these Conditions shall be extended for the period during which such circumstances last and the Buyer shall at its own cost, if necessary, extend the letter of credit during such period. Further or alternatively, in the event that Seller is unable to perform the Contract by reason of impossibility of supply, then the Contract may be terminated and neither party shall be under no further obligations under the Contract.

12. GENERAL

12.1 Severance.

12.1.1 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.

12.1.2 The invalid, unenforceable or illegal provision shall apply and be modified with the minimum modification necessary to make it legal, valid and enforceable.

12.2 **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.

12.3 **Third party rights.** A person who is not a party to the Contract or these Conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term and shall not have any rights under or in connection with the Contract or these Conditions.

12.4 **Variation.** 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 if agreed in writing and signed by both Parties.

12.5 **Confidentiality.** The Buyer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature which the Buyer may obtain as a result of entering into the Contract with SELLER and the Buyer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of using the Goods in the ordinary course of the Buyer's business.

12.6 **Headings.** Headings in these Conditions are for convenience only and shall not affect their interpretation.

12.7 **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, the law of England and Wales, and all disputes arising out of or in connection with the Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 and any statutory amendments thereto before a Tribunal of three persons. One arbitrator is to be selected by each of the parties and the third by the two so chosen. The decision of the arbitrators, or a majority of them shall be final and finding on the parties. The language of arbitration shall be English.

12.8 **Anti-bribery.** Each party represents and warrants that prior to and during the performance of this Contract: (a) it has and will continue to comply with all applicable laws, statutes regulations and codes relating to anti bribery and anti corruption including but not limited to the Bribery Act 2010; and (b) it has and shall maintain in place its own policies and procedures to prevent bribery and corruption including but not limited to the procedures required by the Bribery Act 2010; and (c) it and any of its officers, employees, shareholders, representatives or agents has not and will not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and (d) it shall immediately notify the other party any breach of any applicable law, statute regulation or code relating to anti bribery and anti corruption including but not limited to the Bribery Act 2010.

12.9 **Conventions.** Unless agreed otherwise the Uniform Law of International Sales Act 1967 and the 1980 Vienna Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

12.10 **IT failure or interruption to systems.** If the Buyer has brought malicious software, advanced

persistent threats, ransomware, distributed denial of service attacks, domain theft or other cyber security risk into the Seller's system or cannot perform its obligations set out in these Conditions or the Contract due to an interruption or failure of its IT systems, the Buyer should make good any loss to the Seller due to this fault.

12.11 **Export/Import licences.** It shall be the duty of the Buyer to obtain all necessary licences for export or import of the Goods and to obtain any other licences exchange permits or other authorisations required for the delivery or sale of the Goods to or in the country to which the Goods are to be exported or for the transit of the Goods through any country in the course of delivery.

12.12 Notices

12.12.1 Any notice under the Contract shall be sufficiently given if served personally on or left at the registered office or principal place of business of the party on whom it is served or sent by telex or facsimile transmission or by recorded or registered delivery, pre-paid first class or air mail letter post to the party on whom it is served at its registered office or principal place of business. A notice shall in the case of posting be deemed to have been served at the expiration of 24 hours after posting to a United Kingdom destination or 4 days after posting to a destination outside the United Kingdom. A notice sent by telex or facsimile transmission shall be confirmed by post and shall be deemed to have been received in the case of a telex upon receipt of the correct answer back, and in the case of facsimile transmission upon the sending machine's confirmation of sending.

12.12.2 Whenever the last day for giving any notice falls upon a Sunday, or a Bank Holiday, the time for giving such notice shall be extended until the next following ordinary working day.

13. Data Protection

We take your privacy seriously, therefore we might use your data for performance of a contract purposes and the explanation of how we use your data (a fair processing notice) can be found on our web-site.