



POWDERLOOP

Standard Terms and Conditions of Sale

Effective date: 22 June 2023

1. Definitions:

In these Conditions, the following expressions have the following meanings:

“**Buyer**” means the person who purchases Goods from the Seller under the Contract in accordance with these Conditions;

“**Powderloop**” means (the Seller) Powderloop Technology Limited (a private company) registered in England with limited liability under company number 13891248 whose registered office is at Unit 36 Block B Braintree Enterprise Centre, Springwood Drive, Braintree, Essex, England, CM7 2YN;

“**Goods**” means the goods (including any instalment of the goods or any parts for them) and services which Powderloop is to supply under the Contract in accordance with these Terms and Conditions;

“**Order**” means an order by the Buyer for the Goods, as set out in the Buyer's order form or written acceptance of the Quotation;

“**Order Confirmation**” means the document provided by Powderloop to BUYER as a response to BUYER'S purchase order documents either by e-mail, facsimile or as a hardcopy.

“**Quotation**” means any formal quotation which is issued by Powderloop and which the Buyer seeks to accept via its Order;

“**Prices**” means the price for the Goods and/or services given in the Quotation and Purchase Order.

“**Contract Price**” means the price for the Goods and/or services given in the Quotation and Purchase Order.

“**Conditions**” means the standard terms and conditions of sale set out in this document;

“**Contract**” means the contract between Powderloop (the Seller) and the Buyer, for the supply of Goods and Services, which comprises the Quotation and these Conditions.

“**Specification**” means the document or documents detailing the technical requirements of the Goods and/or Services upon which Powderloop provided the Quotation.

“**FCA**” means Powderloop will put the goods on Buyer's arranged transport/collection truck.

2. General

- 2.1 All orders for Goods to be supplied by Powderloop are subject to these Terms and Conditions of sale and the placing of an order by the Buyer will constitute acceptance of these Conditions.
- 2.2 Powderloop's sales and service personnel, and agents are not authorised to enter into any indemnity or hold harmless agreements on behalf of Powderloop Technology Limited.
- 2.3 The Order constitutes an offer by the Buyer to purchase Goods in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Buyer are accurate.
- 2.4 No term or provision of these conditions shall be enforceable by a third-party (being any person other than the parties to this contract and their permitted successors).
- 2.5 No waiver by either party of any breach of any of these conditions by the other party shall be deemed to constitute a waiver of any other breach, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy hereunder operate as a waiver thereof. A waiver granted by one party shall be binding only if in writing and signed by such party.

- 2.6 Any attempt to assign, transfer, or delegate any of the rights, duties or obligations herein to a third party without prior written consent of Powderloop shall render such attempted assignment or transfer null and void.

3. Orders and Specifications

- 3.1 A Buyer requiring Goods from a quality assured source, or certificates of conformity, must specify its requirements in writing at the time of placing the order.
- 3.2 The Buyer shall be responsible to Powderloop for ensuring the accuracy of the terms of any Order (including any applicable Specification) submitted by the Buyer, and for giving Powderloop any necessary information relating to the Goods within a sufficient time to enable Powderloop to perform the Contract in accordance with its terms.
- 3.3 The quantity, quality and description of any specification for the Goods shall be those set out in the Order.
- 3.4 The Buyer acknowledges that Goods are supplied on as 'as is' basis and, unless different arrangements have been in writing, have not been prepared to meet the Buyer's individual requirements. It is the Buyer's responsibility to ensure the Goods meet the Buyer's requirements and are fit for the Buyer's purpose.
- 3.5 Once the Contract has come into existence in accordance with these Conditions, the Buyer cannot cancel or amend the Order except with the agreement in Writing of Powderloop. Any such agreement shall be subject to the Buyer indemnifying Powderloop in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Powderloop as a result of cancellation or amendment.

4. Invoicing, Prices and Payment

- 4.1 Unless expressed otherwise in the quotation, prices are payable in pound sterling (GBP) and are exclusive of Value Added Tax or other applicable sales taxes, which the Buyer shall be additionally liable to pay to Powderloop.
- 4.2 Unless expressed in the quotation, FCA means “Buyer” is responsible for the carriage charge for collection from Powderloop premises. Delivery or carriage can be arranged and its cost will be added to the quotation on Buyer's request.
- 4.3 Any contract will be subject to Powderloop being satisfied as to the Buyer's creditworthiness and without prejudice to the generality of the foregoing, Powderloop may in its absolute discretion refrain from delivering the Goods and/or Buyer Goods if, having regard to inquiries made or information otherwise known to it, it has reasonable grounds to believe that the Buyer's creditworthiness is in question or that its ability to make payment is in reasonable doubt. In such case, Powderloop will request that payment is received before Goods and/or Buyer Goods are delivered.
- 4.4 If the Buyer places an order with Powderloop on its ecommerce website without requesting a quotation or before such a quotation has been provided, all deliveries carried out in satisfaction of such order will be subject to payment being made in full at the time of order and these Conditions.
- 4.5 The prices given in Powderloop's quotations or acknowledgements include only such goods and services as specified therein. If any additional work is required by the contract, Powderloop will notify Buyer and agree both the additional work and its cost, which shall be added to the contract



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- price and paid for accordingly, and all such additional work shall be carried out subject to these Conditions.
- 4.6 Quotations from Powderloop are open for such time as may be specified in each such quotation and provided it is not withdrawn by Powderloop in such period it remains capable of acceptance. No binding contract will be created by the acceptance by the Buyer of Powderloop's quotation until notice of such acceptance has been given in a purchase order and Powderloop has indicated to the Buyer an Order Confirmation. The price in the quotation is valid for 30 days from the date of the Quotation, after which time Powderloop reserves the right to re-quote.
- 4.7 Where a price per unit has been quoted and the Buyer requires a smaller number of units to be delivered than that quoted, Powderloop reserves the right to adjust the prices quoted. In such case, Powderloop will notify the Buyer in advance and obtain Buyer's agreement.
- 4.8 Where the contract is to be or may be fulfilled in separate instalments deliveries or parts, payment for each such instalment delivery or part will be made as if the same constituted a separate contract. Failure by the Buyer to pay for an instalment in accordance with this clause will entitle Powderloop without prejudice to its other rights and remedies to suspend further deliveries of Goods and/or Buyer Goods under any other contract to the Buyer, pending payment by the Buyer.
- 4.9 The Buyer will indemnify Powderloop against all costs, losses and liability including but not limited to all legal expenses and disbursements incurred by Powderloop in recovering any amount which is overdue from the Buyer to Powderloop pursuant to these conditions or otherwise.
- 4.10 Payment shall be made in accordance with the agreed payment schedule, within 30 (thirty) days from the date of invoice. The unpaid portion of amounts due to Powderloop shall bear interest at the rate of five per cent (5%) per annum above the Bank of England's base lending rate from time to time calculated on a daily basis, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). Powderloop reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.11 In the event the execution of Powderloop's activities is delayed due to circumstances beyond its control, Powderloop is entitled to deviate from the agreed payment schedule and invoice the activities which have already been performed.
- 4.12 Subject to any special terms agreed in Writing between the Buyer and Powderloop, Powderloop shall be entitled to invoice the Buyer for the price of the Goods on or at any time after completion of delivery of the Goods in accordance with these Conditions.
- 4.13 If the Buyer disputes any invoices, the Buyer shall immediately notify Powderloop in writing and the Parties shall use commercially reasonable efforts to resolve the dispute promptly. If the Parties have not resolved the dispute within 30 days of the Buyer giving notice to Powderloop, the dispute shall be resolved in accordance with Clause 15. Where only part of an invoice is disputed, the undisputed amount shall be paid by the due date. If the Buyer fails to pay for any Goods and/or services in accordance with this Clause 4 or if Powderloop has reasonable concerns about the financial viability of the Buyer (whether in connection with an insolvency event or otherwise), Powderloop may suspend further performance of the Services or supply of the Goods without liability until payment or satisfactory security for payment has been provided. If the Buyer fails to pay for any Goods under one Order, Powderloop shall not be obliged to continue with the supply of other orders from the Buyer until payment has been made.
- 4.14 The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. If any deductions or withholding from sums due are required by law, the Buyer shall pay to Powderloop such sum as will, after the deduction or withholding has been made, leave Powderloop with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.
- ## 5. Delivery
- 5.1 Dates for delivery of the Goods by Powderloop are approximate only and time for delivery shall not be of the essence of the Contract. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 5.2 According to Clause 4.2, Goods available FCA Powderloop's premises, and the Buyer is responsible for the cost of transport. Unless otherwise agreed in Writing between the parties, where Powderloop agrees to deliver the Goods otherwise than at Powderloop's premises, the Buyer shall be liable to pay Powderloop additional charges for transport, packaging and insurance. This will be added to the quotation and confirmed on Order confirmation.
- 5.3 Failure by Powderloop to deliver any one or more (but not all) instalments in accordance with this contract will not entitle the Buyer to treat this contract as repudiated. Only delays in delivery of the Goods by Powderloop that exceed 6 months will entitle the Buyer to terminate the Contract.
- 5.4 Powderloop will inform Buyer when Goods are available for Delivery and it is Buyer's responsibility to collect the Goods or provide instructions for the transport of the Goods to the Buyer. Powderloop will load the Goods on to the Buyer's collection vehicle or other transport vehicle from Powderloop premises or other location as agreed in Clause 5.2, instructed by the Buyer.
- 5.5 If the Buyer fails to arrange for the collection of the Goods or fails to provide any instructions or authorisation required to enable the Goods to be transported to the Buyer on the scheduled date, or within 3 working days of Powderloop notifying the Buyer that the Goods are ready for collection, without prejudice to its other rights Powderloop may:
- 5.5.1 store the Goods until the Goods are collected or instructions for their transport received, and charge the Buyer for all related costs and expenses (including without limitation storage and insurance); or
- 5.5.2 following written notice to the Buyer, and allowing at least seven days from the date of that notice, sell any of the Goods and/or Buyer Goods at the best price reasonably obtainable in the circumstances and charge the Buyer for any shortfall below the price agreed with the Buyer.
- 5.6 Delivery of the Goods shall be completed on the completion of loading of the Goods to Buyer's collection truck at the Delivery Location or, where the Delivery Location is not Powderloop's premises, upon the Goods' arrival at the Delivery Location.
- 5.7 Powderloop may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract governed by these Conditions. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
- 5.8 Failure of Buyer to notify Powderloop of the non-delivery of the Goods, or any of them, within 7 days of the due date for delivery will release Powderloop from liability for claims for non-delivery.



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6. Force Majeure

- 6.1 Powderloop shall not be responsible for any prohibition, failure, interruption or delay in manufacture or delivery that may be caused by sabotage, fire, flood, explosion, labour dispute, strike, work stoppage, riot, insurrection, war, terrorist act, government order, or priorities granted by request of or for the benefit, directly or indirectly, of any governmental body, authority or agency, shortage of raw materials or supplies, act of God, insufficient capacity, or any other cause beyond Seller's control. In the event of any such prohibition, failure, interruption or delay, Powderloop may, at its sole option, extend delivery time or cancel the order, in whole or in part. In no event shall Powderloop be liable for any direct or indirect, special, incidental or consequential damages, loss of profit, costs, expenses or claims resulting from any delivery failure or delay.
- 6.2 Neither Party shall have any liability or responsibility for any delay or hindrance in fulfilling or any failure to fulfil, any obligation (other than payment) under this Conditions so long as, and to the extent that, the fulfilment of such obligation is prevented, hindered or delayed as a consequence of a Force Majeure Event.

7. Passing of Title/Risk

- 7.1 Risk of damage to, or loss of the Goods will pass to the Buyer upon Delivery.
- 7.2 In accordance with FCA term, Risk of damage to, or loss of, the Goods shall pass to the Buyer on loading of the Goods to Buyer's collection truck on the Delivery Date.
- 7.3 Title to any Goods supplied by Powderloop to Buyer will transfer to Buyer on Delivery. Powderloop retains ownership of all Goods until all amounts including but not limited to service costs owed by the Buyer to Powderloop are paid in full.
- 7.4 If the Buyer does not comply with the applicable terms of payment or if Powderloop has reasonable doubt that the payment terms will be met, Powderloop may at its sole discretion repossess the delivered Goods. These Goods will be credited against their market value with deduction of costs made. Until title to Goods has passed to the Buyer, the Buyer shall store those Goods separately from all other goods held by the Buyer so that they remain readily identifiable as Powderloop's property. While title to Goods remains with Powderloop, Powderloop reserves the right to enter the Buyer's premises for the purpose of repossessing Goods the title of which has not passed to the Buyer.

8. Warranty

- 8.1 Powderloop warrants that, subject to the Conditions, the Goods will correspond with the Specification at the time of delivery.
- 8.2 The warranty set out in these Conditions do not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Powderloop.
- 8.3 Powderloop shall accept no liability under Clause 8.1 (whether any defect is apparent on inspection or not). If, within 5 working days of delivery:
- 8.3.1 the Buyer gives notice in Writing that some or all of the Goods do not comply with the warranty set out in clause 8.1;
- 8.3.2 Powderloop is given a reasonable opportunity of examining such Goods within the said period, and Powderloop is given the opportunity to remedy any such defect or defects. Our liability hereunder (if any) shall in no circumstances exceed the value of the Contract in all cases.
- 8.3.3 the Buyer (if asked to do so by Powderloop) returns such Goods to Powderloop's premises at the Buyer's cost,

Powderloop shall, at its option, repair or replace the defective Goods.

- 8.4 Powderloop shall not be liable for the Goods' failure to comply with the warranty in clause 8.1 if:
- 8.4.1 the Buyer continues to use such Goods after giving a notice in accordance with clause 8.3;
- 8.4.2 the defect arises because the Buyer did not follow Powderloop's oral or written instructions as to the storage, use or maintenance of the Goods;
- 8.4.3 the defect arises as a result of Powderloop following any drawing, design or Specification supplied by the Buyer;
- 8.4.4 the Buyer alters or repairs such Goods without the written consent of Powderloop;
- 8.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- 8.4.6 the Goods differ from their description or the Specification (as applicable) as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 8.5 Except as provided in this Clause 8, Powderloop shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 8.1.
- 8.6 Notwithstanding any standard and/or special tests carried out by Powderloop pursuant to Clause 9 of these conditions, it is the Buyer's responsibility to ensure that the Goods are suitable for and have been appropriately tested for its needs. To the fullest extent permissible by law, Powderloop expressly disclaims all warranties that the Goods shall be suitable or fit for their intended purpose.

9. Risk of making use of the goods and services as well as guarantees

- 9.1 Powderloop does not assume any guarantee that the supplied Goods or provided services are suitable for the use planned by the Buyer or that they yield the desired results in the manufacture or other methods or processes. The same applies to any improper or unsuitable use of the Goods.

10. Confidentiality

- 10.1 All information of any kind and in any form which relates in any way to the business or products of Powderloop, including but not limited to specifications, drawings, technical descriptions and details of processes, which is (1) disclosed directly or indirectly by Powderloop to the Buyer or (2) otherwise comes to the attention of the Buyer as a result of having entered into any contract for the supply of the Goods, is the confidential information of Powderloop and will remain the property of Powderloop. Buyer shall keep this information confidential and shall not disclose it to any third party without Powderloop's prior written consent.
- 10.2 The Buyer hereby indemnifies Powderloop against any and all claims arising from any infringement by the Goods of any intellectual property of any third party.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 The Background IP of a Party will remain the property of that Party.
- 11.2 Any Intellectual Property Rights created or developed by Powderloop in the course of this Conditions will be owned by Powderloop.

12. Limitations of Liability

- 12.1 Notwithstanding anything to the contrary in this Conditions, including all documents making part thereof, and to the maximum extent permitted by law, in no event shall Powderloop be liable to the Buyer by way of indemnity or by reason of any Breach of



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contract or of statutory duty or by reason of tort (including but not limited to negligence) or any other basis of legal liability for any loss of profits, loss of contracts, interruption of production, loss of opportunity or business, indirect, punitive, special, incidental or consequential damages whatsoever that may be suffered by the Buyer or buyer's customer.

12.2 The remedies of Buyer set forth herein are exclusive, and Powderloop's liability with respect to any contract, indemnity, tort (including negligence), under any warranty, strict liability or otherwise shall not exceed the Contract price.

12.3 Powderloop shall have no liability to the Buyer in contract, tort (including negligence or breach of statutory duty) or otherwise for any of the following losses or damages, whether direct or indirect, arising out of, or in connection with, the supply, non-supply or delay in supplying the Goods or otherwise in connection with the Contract:

- 12.3.1 loss or damage incurred by the Buyer as a result of third-party claims;
- 12.3.2 loss of actual or anticipated profits;
- 12.3.3 loss of business opportunity;
- 12.3.4 loss of anticipated savings;
- 12.3.5 loss of goodwill;
- 12.3.6 injury to reputation; or
- 12.3.7 any indirect, special or consequential loss or damage howsoever caused even if Powderloop was advised of the possibility of them in advance.

12.4 Powderloop'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 100% of the price paid for the Goods supplied under the Contract or, where the Buyer's claim against the Seller concerns some, but not all of the Goods supplied under the Contract, 100% of the price paid for those Goods with which the claim is concerned.

12.5 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any Force Majeure Event under Clause 6.

12.6 Claims for damages due to indirect and consequential losses arising from the defect are excluded. Powderloop shall not be liable under Clause 8.4 where a defect or non-conformance with the Specification arises from any or all of the following listed in Clause 8.4.

12.7 Unless expressly set out under the Conditions, Clause 8.2 does not extend to parts or equipment not manufactured by Powderloop.

12.8 Any quotation includes only such Goods and services in the quantities and to the specifications which are stated therein.

12.9 Powderloop's total liability in contract tort (including negligence or breach of statutory duty) misrepresentation or otherwise, arising in connection with the performance of this contract will be limited to the price agreed for the Goods; Powderloop will not be liable to the Buyer by reason of any representation or any implied warranty, condition or other term, or any duty at law or under the express terms of this contract for any direct, indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation (whether caused by the negligence of Powderloop, its employees, agents or subcontractor) which arise out of or in connection with this contract.

12.10 Nothing in this Conditions will limit or exclude either Party's liability:

- 12.10.1 for fraud or fraudulent misrepresentation;
- 12.10.2 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors.

13. Termination

13.1 Without prejudice to any other rights or remedies it may have, Powderloop may terminate this Conditions by giving notice to the Buyer if:

13.1.1 the Buyer fails to pay any sums due under this Conditions within fifteen (15) days after receiving notice of such failure to pay; or

13.1.2 the Buyer experiences an insolvency event, including but not limited to (a) where it ceases to carry on its business; (b) has a receiver, administrative receiver, administrator or similar officer appointed over all or any part of its assets or undertakings who is not discharged within 15 days of such appointment; (c) makes an assignment for the benefit of, or a composition with its creditors generally or another arrangement of similar import; (d) goes into liquidation or is the subject of a winding up order otherwise than for the purposes of a bona fide amalgamation or reconstruction; or (e) if any similar event occurs under the law of any jurisdiction, or

13.1.3 the Buyer's financial position deteriorates to such an extent that in Powderloop's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

13.1.4 the other fails to comply with any material obligation hereunder and such failure has not been remedied within thirty days of written notification from the party requiring remedy;

13.2 Either Party may terminate all or part of this Conditions where a Force Majeure Event, affecting the other Party's ability to perform its obligations under this Conditions, continues for a period of ninety (90) days or more.

14. Law and Jurisdiction

14.1 This 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 laws of England and Wales.

14.2 The Buyer agrees for the exclusive benefit of Powderloop that the courts of England and Wales shall have exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes or claims (including non-contractual disputes or claims) which may arise out of or in connection with this Contract, its subject matter or formation or any documents entered into in accordance with its provisions (in this Clause 15 "Proceedings") and, for such purposes, irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

15. No Partnership or Agency

15.1 Nothing in this Conditions creates a joint venture or partnership between the Parties. Except as expressly authorised in this Conditions, this Conditions will not create an agency relationship between the Parties and neither Party has any authority to, and will not, act, make representations or contract on behalf of the other Party.