

General Terms and Conditions of Sale and Delivery

DYLAN UK LTD with registered office and actual place of business in England.

1. Conditions Applicable

- a. These General Terms and those matters mentioned in the confirmation of order of Dylan UK Ltd. ("Dylan") shall apply to all contracts for sale and delivery to the exclusion of all other terms and conditions which the Client may purport to apply under any purchase order confirmation of order or any other document.
- b. Any arrangements with Dylan and amendments to existing agreements shall always be effected in writing.
- c. An agreement with Dylan has come into being if:-
 - (i) an offer made by Dylan is followed by an order by the client or,
 - (ii) Dylan forward a confirmation of order to the client or,
 - (iii) Dylan have commenced the execution of the client's order.
- d. Any variation to these General Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Dylan.
- e. These Terms replace the previously filed terms of Dylan.

2. Offer

- a. An order from the client is irrevocable and may be accepted by Dylan for a period of 4 weeks by means of a confirmation of order or by means of Dylan's commencing the execution, unless the order or confirmation explicitly provides the contrary in writing.
- b. Each offer made by Dylan is without engagement, unless the contrary is explicitly provided in writing. Dylan may at any time refuse an order, whether or not received following a prior offer, in the following manner without giving any reasons therefor:
 - (i) In case of supply from stock and performance of work to goods made available by the client: within 14 days after the order
 - (ii) In case of other supplies: within 4 weeks after receipt of the order.

3. Warranties

- a. The client shall warrant the correctness of the data provided to Dylan by or on behalf of the client
- b. Dylan warrants that the goods sold or work performed comply with the standards applicable in the branch of industry, and with the explicit guarantees given by Dylan in writing. Hence Dylan reserves the right to supply goods or hand over work showing deviations that are acceptable or unavoidable in the branch of industry.

4. Price

- a. Prices stated by Dylan are in Sterling, based on delivery charges as previously agreed exclusive of turnover tax and other government charges, unless expressly stated otherwise.
- b. In the event that one or more of the cost price factors (including for instance a foreign rate of exchange) experience an increase after conclusion of the agreement, Dylan is entitled to increase the agreed price accordingly. Dylan shall inform the client of the price increase as timely as possible.
- c. If agreement was reached on payment of the price in any other currency than Sterling, the client shall compensate Dylan for any reduction in the value of such currency as compared to the rate of exchange on the date the agreement was concluded.

5. Delivery

- a. The time of delivery for goods and/or work to be performed to goods commences on the later of the following dates:-
 - (i) The date on which the agreement is concluded
 - (ii) The date of receipt by Dylan of the documents, data or advance payment required for the performance of the agreement.
- b. The goods shall be deemed to have been delivered if they are ready for transport and the client has been informed thereof.
- c. The delivery date with respect to goods and /or work to be performed to goods has been given as accurately as possible but it shall not be binding. In the event that the delivery date is exceeded Dylan will use all reasonable endeavours to notify the client as soon as possible.
- d. Notwithstanding that Dylan may have delayed or failed to deliver the Goods (or any of them) promptly the Client shall be bound to accept delivery to pay for the Goods in full provided that delivery shall be tendered at any time within four weeks of the delivery date
- e. Late delivery of a period of 4 weeks or more only gives the client the right to set aside the agreement by informing Dylan of the same by registered letter within 7 days thereafter. Dylan shall not owe any damages.
- f. Dylan shall not be liable for any consequential loss of damage whatsoever due to failure by Dylan to deliver the Goods (or any of them) promptly or at all.

- g. In the event that Dylan become aware, after conclusion of the agreement, of circumstances giving it good grounds to fear that the other party will fail to fulfil its obligations vis-à-vis Dylan, Dylan is entitled to suspend delivery of the things sold.

In such instance Dylan's other party shall at any rate nevertheless be entitled to require delivery, if it provides adequate security within a reasonable time to Dylan for the proper performance of its obligations.

- h. Transport of the goods to which the order relates is effected free to the client's address, unless agreed otherwise.

5. Acceptance

- a. The client shall take delivery of the goods ordered on their being offered for delivery or, if it has so been agreed, after notification that the goods may be collected. Dylan may either suspend or cancel the delivery of partial or complete orders in respect of which the client fails or will fail to take delivery according to arrangement, without prior notification to the client and without prejudice to any other rights Dylan may have. Such suspension or cancellation of the delivery shall not affect any obligation of the client pursuant to any remaining part of the order the client has taken delivery of in good time.
- b. The client shall unload the delivered goods as soon as possible on delivery by the carrier.
- c. If the client refuses or fails to take delivery, Dylan may store the goods at the client's expense and risk, without prejudice to its rights to set aside the agreement and claim damages.
- d. Dylan shall have the right, to set aside the sale by a written declaration, if the fact that no delivery is taken gives it good reason to fear that the price will not be paid by the client.
- e. Forthwith on delivery by the carrier, the client shall indicate any transport damage on the waybill in the presence of the carrier.
- f. To the extent that any claim from Dylan on its client under a prior agreement with such client has not been paid, Dylan shall further have the right to suspend performance
- g. Excepting with Dylan's consent, the client shall not return any goods to Dylan.

6. Payment

- a. Payment by the client of the agreed price (and VAT) shall take place within 30 days after delivery as referred to in 5(b) or within the period of time indicated on the invoice, if sooner.
- b. Any and all payments must be made without any set-off into the account of Dylan or any other account if so required by Dylan.
- c. Payment by cheque shall be deemed to be accepted subject to the existence of cleared funds.

- d. In the event the client fails to effect payment within the indicated period, he is deemed to be in default by operation of law and he will owe, automatically and without any further notice of default being required, from the next following day until the date of payment an increase of 1.5% per month (or part thereof), irrespective of the other rights Dylan may have in such case.
- e. In case of an attachment being laid on goods delivered under retention of title, of suspension of payment or of bankruptcy, any and all amounts receivable by Dylan from the client shall be due for immediate payment.

7. Force Majeure

- a. Force majeure is understood to mean any circumstance beyond Dylan's control, whether or not such circumstance might have been foreseen on the conclusion of the agreement, which temporarily or permanently prevents Dylan from performing the agreement.
- b. Force majeure includes but is not limited to: war, state of emergency, threat of war, civil war, riots, work strike, border control strike, working-to-rule, transport problems, fire, illness, weather conditions, serious breakdowns in Dylan's enterprise, late delivery or failure to deliver by ancillary suppliers, and government measures.
- c. In the event that a circumstance of force majeure occur on the side of Dylan, the latter may suspend or set aside the agreement by means of a letter to this effect, without being liable for any damage. Dylan shall pay back the amounts already paid by the client insofar as the client does not benefit from the part already performed.
- d. At the request of Dylan the Court may modify the effect of the agreement concluded by Dylan or it may set aside the agreement in whole or in part on the basis of unforeseen circumstances which are of such a nature that the other party according to criteria of reasonableness and fairness, may not expect the contract to be maintained in an unmodified form.

This also applies to a person to whom any contractual right of Dylan or any contractual obligation of Dylan has been transferred.

8. Suspension and Setting Aside

- a. In the event that the client, other than on account of statutory force majeure, fail to fulfil any obligation arising for him under the agreement concluded with Dylan, or fail to fulfil such contractual obligation in good time or with due care, or if there is serious doubt whether the client is willing or able to fulfil his contractual obligation vis-à-vis Dylan, as also in case of bankruptcy, suspension of payment, closing down or liquidation of the client's enterprise, Dylan has the right without further notice of default being required, to set aside the agreement in whole or in part by registered letter, without Dylan being under any obligation to pay damages or to provide guarantee and without prejudice to any further rights it may have.
- b. If so requested, the client shall, prior to or during the performance by Dylan of the agreement, provide adequate security for the performance of existing or future obligations arising under the agreement concluded. Dylan may, for as long as such security has not been provided, suspend its contractual obligations. In the event that the security has not been provided within the reasonable period of time indicated by Dylan for this purpose, or if the security provided should, in Dylan's opinion, not be satisfactory or defective, the provisions laid down in paragraph (a) shall apply correspondingly.

9. Retention of Title and Possessory Lien

- a. Title in the goods delivered under the agreement shall only pass to the client after Dylan's claims on the client on account of goods delivered or to be delivered under the agreement or on account of the work performed or to be performed for the client under such agreement, or on account of the client's failure to perform such agreement, have been paid in full including any interest and costs.
- b. In case the client fails to fulfil his payment obligations or the fulfilment thereof is overdue, without prejudice to any other right Dylan may have, without any further notice of default or intervention of the Court being required, the Client hereby irrevocably authorises Dylan to take the supplied goods back at first demand.
- c. The client shall properly indicate Dylan's property rights on the goods supplied. In case of attachment, suspension of payment or bankruptcy, the client shall forthwith notify the bailiff, trustee in suspension of payments or trustee in bankruptcy of Dylan's retention of title and inform Dylan about the situation that has occurred.
- d. The client may alienate the goods supplied under retention of title within the normal course of his business, provided this be done under retention of title, but he may not encumber the same.
- e. Dylan may suspend the surrender of things made available to it by or on behalf of the client for as long as the amounts due from the client to Dylan including the interest and costs thereon have been left unpaid.

10. Guarantee and Complaints

- a. The client shall forthwith inspect the goods supplied upon delivery and, if necessary, test them. The guarantee given by Dylan in respect of goods and work is limited to the obligations and periods of time laid down in this section.
- b. All defects with respect to which the client proves that they occurred within 8 days after delivery as a consequence of or following defective workmanship, processing or use of defective material, and complaints relating to defects that were already present upon delivery shall be corrected by Dylan at no costs by means of repair or replacement.
- c. Complaints that have been established on inspection or testing must be reported in writing within 8 days.
- d. Complaints relating to defects in goods and work, which could not be detected during inspection or testing as meant in paragraph (a) must be reported in writing and by no later than on the seventh day after the 8-day period referred to in paragraph c.
- e. Complaints relating to incorrect invoices must be reported in writing within 8 days after receipt of the invoice.
- f. Complaints that are lodged later than the time periods stated above and / or those not in writing are not responded to.
- g. In the event of complaints relating to material, processing or construction defects, the goods should be in the condition in which they were supplied by Dylan.

- h. If Dylan, in fulfilment of its guarantee duty, replaces goods, the replaced goods will become its property. Replacement goods will be re-delivered and invoiced; replaced goods will be credited by Dylan upon receipt.
- j. If the client fails to fulfil an obligation arising for him under the agreement concluded or any agreement connected therewith, or fails to fulfil such contractual obligation in good time or with due care, Dylan shall not be bound to provide any guarantee in relation to any of these agreements.
- k. If replacement of defective goods or repair of work in respect of which Dylan has provided guarantee is not reasonable in all the circumstances, the delivery is taken back by Dylan against restitution of the amounts already received in respect of this delivery, without compensation of damage, if any.
- l. In respect of goods bought by Dylan from third parties, the same guarantee is given as received by Dylan from the said third party

11. Liability

- a. Notwithstanding anything to the contrary in this Agreement, Dylan shall not, except in respect of death or personal injury caused by the negligence of Dylan, be liable to the Client by reason of any representation or implied warranty, condition or other condition or other term or any duty at common law, or under the express terms of these Terms and Conditions, for any consequential loss or damage (whether for loss of profit or otherwise) arising out of or in connection with any act or omission of Dylan relating to the supply of Goods, or their use by any Client.

12. Declarations

Declarations of Dylan in relation to this agreement and/or the performance or non-performance thereof made to the client will be effective even if they have not reached the client or have not reached him in time, if this situation results from the client's own acts or negligence, from the acts or negligence of the persons for whom he is responsible, or from other circumstances which are personal to him and justify that he suffer the consequences.

13. Calculation of Damages

- a. Where, in the event that the agreement is set aside and the Goods sold have a current price, the damage will equal the difference between the price fixed in the agreement and the price of the day on the day of non-performance.
- b. In the event that there is no such current price or if it would be difficult to apply it, the current price is replaced by the market price which can reasonably replace this one; in doing so, account is taken of differences in the costs of transportation of the object sold, unless Dylan should claim the damage actually sustained by it, in which case Dylan shall have to produce evidence of such damage.

14. Deviations from these Terms

These terms and Conditions may not be varied except by an instrument in writing signed by both Dylan and the Client.

15. Conflicting Provisions

In the event that, according to the competent Court, any of the provisions of these Terms are not applicable or are in conflict with public policy or the law, then only the relevant provision will be considered as not having been written, but the remainder of these Terms will continue in full force and effect.

16. Governing Law

The validity construction and performance of these terms and conditions shall be governed by [English] law

17. Contracts (Rights of Third Parties) Act 1999

None of the provisions contained herein are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999).