

1 DEFINITIONS

Company: means Woodward Group, 24 Granary Wharf Business Park, Wetmore Road, Burton Upon Trent, Staffordshire. DE14 1DU, United Kingdom.

Client: the person, firm or company who buys or agrees to buy the 'Goods' and/or Services from the Company and to whom the quotation is addressed.

Conditions: the terms and conditions of sale as set out in this document and any special terms and conditions detailed in the Company's Quotation or agreed in writing by the Client.

The Parties or Party means the Company and the Client.

PO: means the order form as sent from the Client identifying the Goods and/or Services to be purchased from the Company.

Goods: the items which the Client agrees to buy from the Company as identified in the PO. The Company reserves the right to amend or change the specification of the Goods if required by any applicable statutory or regulatory requirements.

Services: the services supplied by the Company to the Client as identified in the PO.

Force Majeure Event: has the meaning set out in clause 16.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Company Materials: all materials, equipment, documents, and other property of the Company.

2 VALIDITY

2.1 The PO is not valid unless signed as authorised and contains the relevant order number.

3 CONDITIONS

3.1 These Conditions shall form the basis of the contract between the Company and the Client in relation to the sale of Goods and/or Services, in such cases where no other terms and conditions are explicitly communicated or otherwise agreed prior to the exchange of any PO or confirmation of order or other document.

3.2 All POs for Goods and/or Services shall be deemed to be an offer by the Client to purchase Goods and/or Services from the Company pursuant to these Conditions.

3.3 Acceptance of delivery of the Goods or commencement of the Services shall be deemed to be conclusive evidence of the Client's acceptance of these Conditions.

3.4 These Conditions may not be varied except by the written agreement of the Company.

3.5 These Conditions represent the whole of the agreement between the Company and the Client. They supersede any other conditions previously issued.

4 PRICE

4.1 The Price shall be that as stated on the PO and exclusive of VAT unless otherwise stated.

5 VARIATION

5.1 The PO may be varied or amended only with the written agreement of the Company and the Client.

5.2 The Company reserves the right to change specifications and delivery dates. If such changes necessitate price adjustments, such adjustments will be equitably made by written agreement.

5.3 No variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Company.

6 PAYMENT TERMS

6.1 For Services orders with a price over £5,000, payments of the price and applicable VAT shall be due 30% as deposit with the order, 50% upon agreed stages, 15% upon completion of working and 5% upon receipt of any documentation and the Company's final invoice.

6.2 For ALL Goods orders and Services orders with a price up to £5,000, payment of the Price and applicable VAT shall be due in full within 30 days of the date of the Company's invoice.

6.3 Interest on overdue invoices shall accrue from the date when payment becomes due calculated daily until the date of payment at the rate of 8% per annum above the prevailing Bank of England base rate that applies during the overdue period. Such interest shall accrue after as well as before any judgement.

6.4 The Client shall pay all accounts in full and not exercise any rights of offset or counterclaim against invoices submitted by the Company.

7 DELIVERY OF GOODS

7.1 Delivery of the Goods shall be made to the Client's address unless stipulated in the PO.

7.2 The Client will make all arrangements necessary to take Delivery of the Goods on the day and time notified by the Company.

7.3 The Company undertakes to use its reasonable endeavours to despatch Goods on an agreed Delivery date but does not guarantee to do so. The 'time and date' of Delivery shall not be contractually binding in any way.

7.4 The Company shall not be liable to the Client for any loss or damage whether arising directly or indirectly from the late or short Delivery of Goods and Services.

7.5 If the Client fails to take delivery of the Goods and Services on the agreed Delivery date, or if no specific Delivery date has been agreed, when the Goods are ready for despatch, the Company shall be entitled to store and insure the Goods and to charge the Client the reasonable costs for doing so.

8 SUPPLY OF SERVICES

8.1 The Company shall provide the Services to the Client.

8.2 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in the PO, but any such dates shall be estimates only and shall not be contractually binding in any way.

8.3 The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Client in any such event.

9 TITLE AND RISK

9.1 Risk shall pass to the Client on Delivery of the Goods to the destination specified on the PO.

9.2 Notwithstanding the earlier passing of risk, title of the Goods shall remain with the Company and shall not pass to the Client until the amount due under the invoice for them has been paid in full.

9.3 The Company may at any time before title passes and without any liability to the Client: repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the Client's right to use, sell or otherwise deal in them; and for that purpose (or determining what if any Goods are held by the Client and inspecting them) enter any premises of or occupied by the Client.

9.4 The Company may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Client.

10 WARRANTIES

10.1 The Company warrants that for a period of 12 months commencing on the earlier of either the date of Delivery of the Goods, or the commencement of the Services (Warranty Period), the Goods and/or Services shall:

10.2 conform with their description:

10.3 be of satisfactory quality with the meaning of the Sale of Goods Act 1979:

10.4 be fit for any purpose held out by the Company; and

10.5 be carried out in accordance with the Supply of Goods and Services Act 1982.

11 ACCEPTANCE OF GOODS/SERVICES

11.1 The Client shall be deemed to have accepted the Goods and/or Services 14 days after delivery to the Client's nominated delivery address or 14 days after issue of the Invoice to the Client.

11.2 The Client shall carry out a thorough inspection of the Goods and/or Services within these 14 days and give notice in writing to the Company if any part of the Goods and/or Services do not comply with the PO.

11.3 Where the Client has accepted, or has been deemed to have accepted, the Goods and/or Services, the Client shall not be entitled to reject the Goods and/or Services but should refer to the Warranty.

12 CLIENT'S OBLIGATIONS

12.1 The Client shall:

12.1.1 Ensure that the terms of the PO are complete and accurate:

12.1.2 Co-operate with the Company in all matters relating to the Services:

12.1.3 Provide the Company, its employees, agents, consultants and subcontractors, with access to the Client's premises as reasonably required by the Company to provide the Services:

12.1.4 Provide the Company with such information and materials as the Company may reasonably be required to supply the Services, and ensure that such information is accurate in all material respects:

12.1.5 Obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on

- which the Services are to start; and keep and maintain all materials, equipment, documents and other property of the Company (Company Materials) at the Client's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation.
- 12.2 If the Company's performance or any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default):
- 12.2.1 the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Company's performance of any of its obligations;
- 12.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 12.2; and
- 12.2.3 The Client shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Client Default.
- 13 INTELLECTUAL PROPERTY RIGHTS**
- 13.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Company.
- 13.2 The Client acknowledges that, in respect of any third-party Intellectual Property Rights in the Services, the Client's use of any such Intellectual Property Rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to license such rights to the Client.
- 13.3 All Company Materials are the exclusive property of the Company.
- 14 LIMITATION OF LIABILITY**
- THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**
- 14.1 Nothing in these Conditions shall limit or exclude the Company's liability for:
- 14.1.1 death or personal injury caused by its negligence, or the negligence of its
- 14.1.2 employees, agents, or subcontractors:
- 14.1.3 fraud or fraudulent misrepresentation:
- 14.1.4 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession):
- 14.1.5 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 14.1.6 defective products under the Consumer Protection Act 1987.
- 14.2 Subject to clause 14.1:
- 14.3 The Company shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract:
- 14.4 And the Company's total liability to the Client 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 £5,000,000.
- 14.5 After the Warranty Period, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 14.6 This clause 14 shall survive termination of the Contract.
- 15 CONFIDENTIALITY**
- 15.1 The Client shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, or initiatives that are of a confidential nature and have been disclosed to the Client by the Company.
- 15.2 This does not include information that is already in the public domain through no breach or fault of the Client.
- 15.3 The Client will take all necessary steps to ensure the security of all the confidential material and ensure it is protected in a manner no less than how it protects its own confidential material. Including that it is only disclosed to employees on a need-to know basis.
- 16 FORCE MAJEURE**
- 16.1 The Company may delay delivery occasioned by causes beyond its control.
- 16.2 Each Party will be responsible for its own additional costs in holding the Goods or delaying the performance of this agreement by a Force Majeure event.
- 16.3 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, earthquake, epidemic or similar events, or default of Suppliers or Sub-Contractors.
- 16.4 Each Party shall give written notice, when possible, of the force majeure event.
- 17 MISCELLANEOUS**
- 17.1 Each Party warrants to the other that no offence under the Bribery Act 2010 has been or will be committed by the other Party or any person associated with the Company or the Client, in connection with the performance of the PO.
- 17.2 Each Party warrants to the other that no offence under the Modern Slavery Act 2015 has been or will be committed by the Company or the Client or any person associated with them, in connection with the performance of the PO.
- 18 TERMINATION**
- 18.1 Without limiting its other rights or remedies either party may terminate the Contract by giving the other party not less than 1 months' written notice.
- 18.2 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 18.2.1 breach of Clause 17.
- 18.2.2 the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so:
- 18.2.3 the other party suspends, or threatens to suspend, payment of its debts or is
- 18.2.4 unable to pay its debts as they fall due or admits inability to pay its debts or
- 18.2.5 (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 18.2.6 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party:
- 18.2.7 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party:
- 18.2.8 the other party (being an individual) is the subject of a bankruptcy petition or order:
- 18.2.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 18.2.10 the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver:
- 18.2.11 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party:

- 18.2.12 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 18.2.2 to clause 18.2.9 (inclusive);
- 18.2.13 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- 18.2.14 the other party's financial position deteriorates to such an extent that in the Company's opinion the Client's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his/her own affairs or becomes a patient under any mental health legislation.
- 18.3 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract on the due date for payment.
- 18.4 Without limiting its other rights or remedies, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Company and the Client if the Client fails to pay any amount due under this Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 18.2.2 to clause 18.2.13, or the Company reasonably believes that the Buyer is about to become subject to any of them.
- 18.5 On termination of the Contract for any reason:
- 18.6 The Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt:
- 18.7 The Client shall return all of the Company Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then the Company may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract:
- 18.8 The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 18.9 Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

19 WAIVER

- 19.1 The failure of either of the Parties to exercise any right or remedy shall not constitute a waiver. No waiver shall be effective unless it is communicated in writing to the Supplier.
- 19.2 A waiver of any right or remedy arising from a breach of any terms and conditions shall not constitute a waiver of the right or remedy of any other breach of the terms and conditions.

20 GOVERNING LAW

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

21 ARBITRATION

- 21.1 Any dispute or difference that may arise between the Parties arising out of the PO or in connection to it which cannot be settled amicably between them may be referred to a single arbitrator to be agreed between the Parties, conducting proceedings in Birmingham, UK in accordance with the rules of the International Chamber of Commerce. Arbitration should be considered in good faith by the Parties before any action is taken to Court.

22 GENERAL

- 22.1 Notices.
- 22.1.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail.
- 22.1.2 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 22.2 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 22.3 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 22.4 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 22.5 This Contract contains the entire agreement and understanding of the parties relating to the subject matter of this Contract and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether written or oral.
- 22.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Company.
- 22.7 Governing Law. This agreement 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.
- 22.8 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including noncontractual disputes or claims).
- 22.9 Supply of "loan Labour" is under separate company terms and conditions. A copy being available on request.

