

## CONDITIONS OF SALE - NOTE: THESE CONDITIONS CONTAIN EXCLUSION CLAUSES

### 1. DEFINITIONS

In these Conditions:-

"Agreement for Sale" has the meaning given to it in Condition 2;

"Anti-Corruption Law" means any law, rule, regulation, or other legally binding measure of any jurisdiction that relates to bribery or corruption;

"Apple Wallet" means the Apple proprietary technology that enables end users to receive, store and use a mobile credential to perform an Access Transaction based on the Apple Specifications.

"Custom Charges" means any duties, customs, charges, tariffs, taxes or any other fees of any nature whatsoever imposed in any country or territory, either directly or indirectly, in respect of the sale or supply of the Goods, or payments for them.

"Economic Sanctions and Export Control Laws" means all economic sanctions and export control laws, regulations, rules or restrictive measures, including import and export restrictions on materials and items, adopted and enforced by governmental authorities of the EU, UK, UN or US or any other relevant governmental or regulatory authority, applicable to Heywood Williams Components Limited trading as Mila Hardware or Purchaser;

"ECP Enabled Products" means a product that has been enabled to support mobile credentials in Apple Wallet.

"Goods" means any goods or replacements therefore, excluding Third Party Goods and any services supplied by the Seller to the Purchaser under the Agreement for Sale;

"Indemnitees" has the meaning given to it in Condition 13(h);

"Insolvency Event" has the meaning given to it in Condition 7(c)(ii);

"Listed Persons" means individuals and entities listed, or parties that are owned or controlled by one or more individuals or entities listed, in Economic Sanctions and Export Control Laws;

"Military End-Use" means use of the Goods, in their entirety or in part, for any military end-use or by any military end-user, including for any purpose in connection with chemical, biological or nuclear weapons, military items or by any national armed services (army, navy, marine, air force, or coast guard), national guard and national police, government intelligence or reconnaissance organisations;

"Minimum Carriage Paid Order Value" means the minimum carriage paid order value as set out in the Seller's price list in force from time to time;

"Minimum Invoice Charge" means the minimum invoice charge for the Goods as set out in the Seller's price list in force from time to time;

"Official" means any official, employee, agent or representative of, or any other person acting in an official capacity for or on behalf of, any (i) government, including any entity owned or controlled thereby, (ii) political party, party official or political candidate, or (iii) public international organisation; or any individual who holds a legislative, administrative or judicial position of any kind or exercises a public function for or on behalf of a country, a public agency or a public enterprise;

"Order Acknowledgement" means the Seller's order acknowledgement to which a copy of these Conditions is annexed;

"Purchaser" means the person, firm or company from whom an order is accepted by the Seller;

"Retained Goods" has the meaning given to it in Condition 7(a);

"Relevant Indemnitees" has the meaning given to it in Condition 12(g);

"Seller" means Heywood Williams Components Limited trading as Mila Hardware whose registered office is at School Street, Willenhall, West Midlands, WV13 3PW ("Mila");

"Third-Party Goods" means Goods that are not branded or otherwise identified as Mila goods.

"Value Added Tax" means (a) any value added tax imposed by the Value Added Tax Act 1994; (b) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); (c) any other tax of a similar nature to that referred to in (a) or (b) above, whether imposed in the United Kingdom or in a member state of the European Union in substitution for, or levied in addition to, any tax referred to in (a) or (b); and (d) any other tax of a similar nature to that referred to in (a), (b) or (c) above imposed in any country in the world;

"Warranty Period" has the meaning given to it in Condition 9(a).

## 2. FORMATION AND PARTIES

- a) The Purchaser's order to the Seller is an offer to enter into a contract on these Conditions. Acceptance occurs and the contract is formed only upon the Seller despatching to the Purchaser its Order Acknowledgement. For the avoidance of doubt, the Seller is under no obligation to accept the Purchaser's order. Any terms or conditions proffered at any time by the Purchaser are hereby excluded. These Conditions except as varied by express agreement in writing signed by a director or authorised person on behalf of the Seller shall be deemed to be incorporated in all contracts from time to time entered into between the Seller and the Purchaser which provide for the sale of any goods (including the Goods) by the Seller to the Purchaser. The agreements, warranties, conditions, representations and other items set out in the Order Acknowledgement and in these Conditions are together referred to in these Conditions as the "Agreement for Sale" and represent the complete agreement between the Seller and Purchaser with regard to the Goods and contain all agreements, warranties, conditions, representations and other terms agreed, made or relied upon by either party in connection with the Goods. A quotation by the Seller shall not constitute an offer.
- b) The Seller shall not be in breach of the contract to the extent its failure to perform or delay or defect in performance of any obligations arises as a result of
  - i. any breach by the Purchaser of its obligations provided the Seller uses reasonable endeavours to perform its obligations notwithstanding the breach by the Purchaser; or
  - ii. where the Seller is complying with any instruction or request by the Purchaser or one of its employees.
- c) The Contract is not a sale by sample.

## 3. GOODS AND SERVICES

- a) The Seller will be entitled at any time prior to the supply of Goods to substitute any materials or parts which are used in the Goods and which are unavailable for any reason with alternative materials or parts to the extent that: (i) this does not materially adversely affect the quality or performance of that Good; or (ii) this is necessary to comply with applicable law, health and safety or other legal requirements. The Seller will use reasonable endeavours to give the Purchaser prior notice of any such variation or substitution.

b) The Seller warrants to the Purchaser that it will perform all services the subject of the Agreement for Sale with reasonable care and skill. The Seller will use reasonable endeavours to provide the services on the estimated performance date or within the timescales set out in Order Acknowledgement or as otherwise notified by the Seller to the Purchaser.

#### 4. PRICE

a) The price for the Goods shall be as set out in the Seller's price list in force from time to time except as otherwise provided for herein. The Seller reserves the right by written notice given to the Purchaser before delivery of the Goods to vary the price of Goods if, after the date of the Order Acknowledgement there is any increase in the Seller's price list in respect of the same or similar description of Goods or by any amount attributable to a change in or insufficiency of the Purchaser's instructions.

b) The Purchaser shall not be entitled to make any deduction from the price of the Goods in respect of any alleged rights to set off or counter-claims unless both the validity and the amounts thereof have been expressly acknowledged and admitted by a director or authorised person on behalf of the Seller in writing.

c) The price for the Goods will be inclusive of the costs of packaging and delivery charges within the United Kingdom, subject to the Minimum Carriage Paid Order Value at the relevant time, but shall be exclusive of any: (i) Custom Charges (including any Custom Charges that may be imposed in respect of the import or export of Goods to and/or from Northern Ireland), which shall be for the account of the Purchaser; and (ii) Value Added Tax, which shall be payable by the Purchaser in addition to the price for the Goods in the manner and at the rate prescribed by law from time to time. Where the net value of the Goods is less than the Minimum Carriage Paid Order Value, a surcharge of 100 per cent of such carriage costs will be imposed.

d) Subject to Condition 4(c) above, unless otherwise stated, the price for the Goods is exclusive of the costs of packaging, freight, insurance, delivery charges and all applicable Custom Charges which shall be payable by the Purchaser, and the Seller shall have no responsibility or liability for any Custom Charges in this regard. The Purchaser shall be fully responsible for ensuring that the importation, exportation, or transportation of Goods obtained from the Seller (including any import into, and any onward export from, Northern Ireland) complies with all relevant custom laws, regulations, guidelines, policies and procedures. The Purchaser shall also ensure that it:

- i. obtains and maintains all relevant authorisations under the United Kingdom internal market scheme;
- ii. provides all relevant information, including the relevant dataset, to HM Revenue and Customs or its chosen agent, where applicable;
- iii. complies with and completes all necessary customs checks, particularly where required as part of an intelligence-led and risk-based approach;
- iv. completes and submits any and all supplementary declarations or documentation that may be required;
- v. complies with all European Union and international customs obligations where relevant, including completing any and all checks, controls, documentation and information for the movement of Goods;
- vi. promptly pays all Custom Charges where required; and
- vii. shares all appropriate information regarding the importation, exportation or other transportation of Goods obtained from the Seller in advance.

e) Where the value of the order is less than the Minimum Invoice Charge at the relevant time, the Minimum Invoice Charge will be imposed on all orders (except in the case of cut keys).

f) In the event of an obvious pricing error, where the goods are incorrectly priced, the Seller is not obliged to supply the goods at the incorrect price.

g) Where the Seller indicates that the any packaging is to be redeemed to the Seller, the Purchaser shall be responsible for returning such packaging as soon as reasonably practicable, carriage paid and in good condition.

(h)The Purchaser shall indemnify and hold harmless the Seller, its directors, officers, personnel, agents from any claims, liabilities, losses, damages, fines, penalties, costs and fees (including reasonable professional costs and expenses) suffered or incurred by the Seller arising out of or in connection with the Purchaser's failure to comply its obligations under this clause, 4(d) or any other non-compliance with relevant custom laws, import regulations and other relevant laws.

## 5. PAYMENT TERMS

a) Subject to satisfactory trade, bankers and other references which may be required by the Seller, and where no other terms of payment have specifically been agreed in the Order Acknowledgement or in this Condition, for domestic UK sales payment for the Goods shall be due in pounds sterling by the 25th of the calendar month following the month of issue of the Seller's invoice, which may be issued at any time after the Goods are ready for despatch or collection from the Seller's premises. Payment terms for export orders shall be offered subject to individual review, specifically agreed in writing and there is no guarantee that credit terms will be offered.

b) Time for payment of the price shall be of the essence of the Agreement for Sale and in the event of any payment becoming overdue, the Seller shall be entitled to charge interest at the rate of four per cent per month above the then current base rate of the Bank of England which shall be calculated and accrue on a day to day basis from the date on which payment fell due until payment (whether made before or after judgement has been obtained by the Seller against the Purchaser). The Seller reserves the right to suspend further deliveries and/or to cancel any allowance of further credit in the event of any payments not being made when due, or if the Seller in its sole discretion at any time considers the financial condition of the Purchaser has ceased to justify any such terms being permitted.

c) The Seller may at any time in its absolute discretion appropriate any payment made by the Purchaser in respect of Goods to such outstanding debt as the Seller thinks fit, notwithstanding any purported appropriation to the contrary by the Purchaser or the Seller. The Seller shall be entitled at any time and notwithstanding its acceptance of any order to cancel the Agreement for Sale or to postpone any delivery until payment has been received in the event that the Seller has reasonable doubts about the Purchaser's ability or willingness to pay on the due date. The Seller reserves the right at any time at its discretion and notwithstanding its acceptance of any order to demand security for payment before continuing with an order or delivering Goods or any instalment.

d) The Purchaser shall submit any query relating to prices within twenty-one (21) days of the date of the invoice. In case such query is not received the Purchaser agrees that the invoice charges will be due and payable in full without set-off or deductions.

e) The Purchaser shall immediately notify the Seller in writing if : -

- i. there is any change in the ownership, management or control of the Purchaser;
- ii. there is any sale or transfer of a material part of the Purchaser's business or assets;
- iii. the Purchaser, being a sole trader, entering into partnership with others; or
- iv. the Purchaser, being a sole trader or a partnership, becomes incorporated or amalgamated with others.

f) If any of the events listed at 5(e) or an Insolvency Event occurs any credit facilities granted by the Seller shall automatically terminate and the balance of such account shall become immediately payable in full. The Seller will consider at its discretion a renewal of or adjustment to the credit facility taking into account the legitimate commercial interests of the Purchaser and Seller.

## 6. DELIVERY AND RISK

a) Unless otherwise expressly provided for in the Order Acknowledgement, delivery shall take place and risk shall pass on the earliest of the following:-

- i. the Seller handing the Goods to the Purchaser or its agent at the Seller's premises; or
- ii. the Goods leaving the Seller's premises; or
- iii. on the eighth day following notification that the Goods are ready for despatch provided that the Seller has not exercised its right to repudiation of the Agreement for Sale pursuant to the provision of the following provision. If the Purchaser has failed to collect the Goods on the seventh day following notification of readiness for despatch, the Seller shall be entitled to treat the Agreement for Sale as repudiated by the Purchaser. Until the Agreement for Sale is so repudiated the Seller may, at its option either store the Goods itself or have them stored by third parties on such terms as it in its absolute discretion thinks fit. The cost of storage and any additional transportation will be added to and shall form part of the price. If the Seller elects to treat the Agreement for Sale as repudiated in accordance with this Condition it shall (without prejudice to its rights and remedies in respect of such repudiation) be entitled to sell the Goods and retain the proceeds of the sale.

b) Any claim for shortage, damage or for transport surcharges should be directed by the Purchaser to the carrier within seven days of such delivery and notification of any such claim should be made to the Seller. Any period or date for delivery stated in the Agreement for Sale or elsewhere is the Seller's best estimate and is not to be deemed to be a contractual commitment. The Purchaser shall not be entitled to refuse to accept late delivery or to treat late delivery as a breach of the Agreement for Sale.

c) Unless otherwise agreed in writing, Goods included in each delivery (or part delivery) shall be deemed to be sold under a separate contract. Neither failure on the Seller's part to make any delivery (or part delivery) in accordance with the Agreement for Sale, nor any claim by the Purchaser in respect of such delivery (or part delivery) shall entitle the Purchaser to reject the balance of the Goods agreed to be purchased by the Purchaser. The Seller may at its option deliver by instalments and each instalment shall constitute a separate contract on these Conditions.

d) Unless otherwise agreed in writing all export orders will be delivered f.o.b. Incoterms 2020 at a British port to be notified by the Seller.

e) The Seller shall not be liable for loss or damage to Goods in transit unless:-

- i. the Seller has agreed to effect delivery to a place other than the Seller's premises; and
- ii. the loss or damage occurs prior to arrival at the delivery point; and either
- iii. damage or shortage is reported by the Purchaser within 7 days of arrival at the delivery point; or
- iv. in the case of total loss, non-arrival is notified to the Seller within 7 days after despatch of advice note.

f) The Purchaser shall inspect the Goods immediately upon receipt and shall (unless such inspection cannot be carried out and the delivery note is marked "not examined") subject to Condition 6(g) below be deemed to have accepted the Goods as delivered.

g) The Seller shall not be liable for defects or shortages discoverable on reasonable inspection unless the Purchaser notifies the Seller before the expiry of 5 working days after receipt, of any alleged defect or lack of conformity with the Agreement for Sale.

h) The Seller shall make good shortages notified to it under Condition 6(g) above as soon as reasonably practicable but shall not be liable for any other loss whatsoever arising from such shortage.

i) The Seller's liability for Goods lost or damaged in transit shall in all circumstances be limited to (at the Seller's option) the repair or replacement or credit to the Purchaser of the invoice value of the Goods in question.

j) Time for delivery is given as accurately as possible but is not guaranteed. The Purchaser shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated nor shall the Purchaser be entitled to make, or to purport to make, time for delivery of the essence.

The Seller shall endeavour to comply with reasonable requests by the Purchaser for postponement of delivery of the goods but will be under no obligation to do so. Where delivery is postponed, otherwise than due to default by the Purchaser then, the Purchaser will pay all costs and expenses, including a reasonable charge for storage and transportation so occasioned.

k) The Seller shall not be liable for unloading the goods at the place of delivery or for placing them in position on site except by prior agreement in writing, and if the Seller or any of its agent does participate in the unloading (whether with or without such prior agreement) the Purchaser will indemnify the Seller in respect of claims brought against the Seller relating to its or its agents participation in such unloading.

l) The Seller shall not be liable for any demurrage costs incurred by the Seller if vehicles or any of its agent vehicles are unduly delayed at the place of delivery.

## 7. RETENTION OF TITLE

a) Until the Seller has received payment in full of all sums owed to it on any account by the Purchaser, whether arising out of this or any other contract, legal and beneficial title to the Goods shall remain in the Seller; such Goods are referred to in this Condition as "Retained Goods".

b) Retained Goods:-

- i. shall be at the Purchaser's risk, insured by the Purchaser from the date of delivery at its own expense for their full replacement value against all usual risks; and kept safe in good condition and stored separately and clearly identifiable as the Seller's property and with all identifying marks intact and legible; and
- ii. may, subject to Condition 7(c) below be used or sold by the Purchaser in the ordinary course of its business on the basis that the proceeds of sale shall be held in trust by the Purchaser for the Seller absolutely.

c) The Purchaser's powers of use and sale of Retained Goods shall terminate:-

- i. forthwith on notice from the Seller if the Purchaser is in default of any of its obligations under this or any other contract with the Seller or if the Seller has reasonable doubts as to the ability or willingness of the Purchaser to pay any sum to it on the due date;
- ii. automatically upon the occurrence of any of the following:-
  - a) if the Purchaser causes a meeting of or makes any arrangement or composition with its creditors; or

- b) if the Purchaser, being an individual, becomes insolvent or appears to be unable to pay a debt or to have no reasonable prospect of paying a debt (within the meaning of Section 268 of the Insolvency Act 1986); or, being a company, appears unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986);
- c) if the Purchaser gives notice under Section 84 of the Insolvency Act 1986 of or proposes or passes a resolution for, its winding up (otherwise than for the purposes of bona fide reconstruction or amalgamation of a solvent company);
- d) if the Purchaser has a winding-up order made or a notice of striking off filed in respect of it;
- e) if there is presented a petition for the winding up of the Purchaser, a notice for the appointment of an administrator of its undertaking filed in respect of it at any court or an administration order made in respect of it (whether it be a company or a partnership) or if the Purchaser is an individual on the presentation of a bankruptcy petition or an application for an interim order under Part VIII of the Insolvency Act 1986; or
- f) if the Purchaser has a receiver, an administrator or administrative receiver appointed over any of its assets or undertaking or a winding up order made against it or it goes into voluntary liquidation (otherwise than for the purposes of bona fide reconstruction or amalgamation of a solvent company); or
- g) if the Purchaser makes or is subject to a company voluntary arrangement, a composition with its creditors generally, an application to a court of competent jurisdiction for protection from its creditors generally, a scheme of arrangement under Part 26A of the Companies Act 2006, or a scheme of arrangement under Part 26 of the Companies Act 2006 (otherwise than for the purposes of bona fide reconstruction or amalgamation of a solvent company),

(each an "Insolvency Event").

- d) The Seller may, at any time on giving prior notice, enter the Purchaser's premises for the purpose of inspecting Retained Goods and identifying them as the Seller's property and the Purchaser irrevocably authorises the Seller to enter upon its premises for that purpose.
- e) Upon suspension and revocation or determination of the Purchaser's power of sale and use under this Condition the Purchaser shall place all the Retained Goods in its possession or under its control at the Seller's disposal and shall be deemed irrevocably to authorise the Seller to enter upon any of the Purchaser's premises, with or without vehicles, for the purpose of removing such Retained Goods.
- f) The repossession of Retained Goods by the Seller in accordance with this Condition shall be without prejudice to all or any of the Seller's other rights against the Purchaser under the Agreement for Sale.

## 8. LIABILITY

- a) Nothing in these Conditions shall be interpreted as excluding or restricting any liability of a party:-
  - i. arising under Part 1 of the Consumer Protection Act 1987;
  - ii. for death or personal injury resulting from the negligence (as defined in Section 1 of the Unfair Contract Terms Act 1977) of the relevant party, its employees, agents or sub-contractors;
  - iii. for breach of its obligations arising under Section 12 of the Sale of Goods Act 1979;

- iv. for breach of its obligations arising under Section 2 of the Supply of Goods and Services Act 1982;
- v. for fraud or fraudulent misrepresentation; or
- vi. for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

Any liability of the Seller which falls within Condition 8(a) will not be taken into account in assessing whether the financial limit in Condition 8(b) has been reached.

b) Subject to the provisions of Condition 8(a) above, the Seller's liability to the Purchaser in respect of the Goods shall not in any manner whatsoever (whether under law of contract, tort or otherwise) exceed either the price actually paid by the Purchaser for that part of the Goods in question or £10 (whichever figure is greater).

c) Subject to the provisions of Condition 8(a) above, the Seller shall, in no circumstances, be liable for:-

- i. loss of profit;
- ii. loss of revenue;
- iii. loss of income;
- iv. loss of anticipated savings or loss of margin;
- v. loss of production;
- vi. loss of goodwill;
- vii. loss of reputation;
- viii. any other economic loss; or
- ix. any loss arising from any claim against the Purchaser by any third party,
- x. (in each case whether direct, indirect or consequential); or
- xi. any special, consequential or indirect loss, damage or expense of any kind howsoever caused or arising.

d) Save as provided in these Conditions and subject to the provisions of Condition 8(a) above, the Seller shall not be under any liability to the Purchaser (whether in contract tort or otherwise) for any defects in the Goods, materials supplied or workmanship performed by the Seller or for any damage, loss, death or injury resulting from such defects and the Purchaser shall indemnify the Seller against any claims in respect thereof.

e) References to liability in this Condition 8 shall apply to all liability arising under or in connection with these Conditions including liability in contract, tort (including negligence), misrepresentation, restitution, under statute or otherwise.

## 9. WARRANTY

a) The Seller warrants the Goods against defects in design, materials and workmanship which become apparent within the warranty period applicable to the Goods which shall be a period of twelve months (or such period as may be stipulated in the Order Acknowledgement) stipulated from the date of issue of the Sellers invoice (hereinafter called the "Warranty Period").

b) The Seller's liability for defective Goods under this warranty is limited to repairing or, at its option, replacing on an exchange basis, such Goods (or parts thereof) or crediting the Purchaser's account to the invoice value and the Purchaser shall accept such of the aforementioned remedies as the Seller shall proffer as being fulfilment of the Seller's obligation under the Agreement for Sale.

c) In the event of the Purchaser becoming aware of a defect in the Goods during the Warranty Period, the Purchaser shall within 14 days of discovering such defect supply the Seller with written particulars of such defect and at the Seller's sole option either return the Goods to the Seller at the Purchaser's expense and risk or permit the Seller to inspect the



same at the Purchaser's premises and use its best endeavours to provide to the Seller all necessary access and other reasonable facilities and all information, particulars and assistance required to enable the Seller to ascertain or verify the nature and cause of the defect claimed and to carry out its warranty obligations.

d) The above warranty shall not apply to any defect discoverable on inspection at time of receipt or caused in whole (or in part) by any alteration or addition to the Goods (other than by the Seller) or by use or storage of the Goods in a manner contrary to any written instructions of the Seller, or for purposes for which the Goods were not designed, or by faulty installation, maintenance or repair by the Purchaser or any third party, or where the defect was drawn to your attention before formation of the contract or the Good was examined by you before formation of the contract and the examination ought to have revealed the defect, or where the Purchaser makes further use of the relevant Good after discovering the defect.

e) The Seller shall be under no liability whatsoever to repair, replace or make good any loss, damage or defect which results from wear and tear, accident, neglect, misuse or events referred to in Condition 14 occurring after the physical delivery of the Goods to the Purchaser (or its agent).

f) When any defective Goods are replaced, the provisions of this Condition shall apply to the replacement Goods for the unexpired balance of the Warranty Period, or one-half of the applicable Warranty Period referred to in Condition 9(a) above, calculated from the date of replacement whichever is the longer.

g) The Purchaser shall accept the Seller's liability under Conditions 6, 8, 9, 10 and 14 in lieu of all and every condition, warranty or representation whatsoever whether express or implied by statute, common law, trade usage, custom or otherwise as to the quality or fitness for any particular purpose of the Goods. The Purchaser acknowledges that all samples, illustrations, examples of installation methods, methods of assembly, specifications and details in catalogues, websites or other promotional materials, quotations and the Order Acknowledgement or any similar documents or by word of mouth and all forecasts of performances, however given, are for guidance only and do not form part of the Agreement for Sale and that in respect of such specifications details and forecasts the Seller shall be under no liability nor shall the Purchaser be entitled to any remedy under the provisions of the Misrepresentation Act 1967.

h) In the case of Third-Party Goods supplied by Mila to the Purchaser the obligations of Mila relating to defects in such goods are limited to the guarantee (if any) which Mila receives from the manufacturer or third party supplier or such goods.

## 10. INSURANCE

The Purchaser agrees that it is best able to estimate the extent and nature of the insurance cover suitable for its business and property from time to time and can effect at more economic rates than the Seller such appropriate insurance cover (including cover against losses, damage, costs, claims and expenses referred to in Conditions 8, 9 or 11) and the Purchaser therefore acknowledges that it is reasonable for the Seller to sell the Goods and fix their purchase price on the basis of the exclusions and limitations of liability and the indemnity set out in these Conditions. The Purchaser agrees that it will be responsible for effecting insurance cover as above mentioned as may be appropriate to its business and property including any required insurance cover in respect of any loss or damage, of whatsoever kind or howsoever caused, whether by reason of the negligence of the Seller or otherwise to premises, plant or other physical property and the Seller shall have no liability in respect of any such loss or damage.

## 11. INDEMNITY - THIRD PARTY CLAIMS

The Purchaser shall indemnify and keep indemnified the Seller against all actions, claims, costs, damages, demands and expenses or other loss arising out of a defect in the Goods (including all liabilities incurred under the Consumer Protection Act 1987) to the extent occasioned or contributed to by any act or omission of the Purchaser its servants, agents, sub-contractors or persons under its control.

## 12. EXPORT CONTROL AND SANCTIONS

a) The Purchaser represents and warrants to the Seller that it at all times will act in compliance with Economic Sanctions and Export Control Laws, and that:-

- i. the Purchaser will not sell or re-export the Goods without all requisite licenses and approvals under Economic Sanctions and Export Control Laws;
- ii. the Purchaser shall not sell, export or re-export, the Goods, directly or indirectly, to the Russian Federation or Belarus for use in in the Russian Federation or Belarus (whether or not permitted under Economic Sanctions and Export Control Laws applicable to the Purchaser);
- iii. the Purchaser shall undertake its best efforts to ensure that the purpose of this Condition 12 is not frustrated by any third parties further down the commercial chain, including by possible resellers;
- iv. the Purchaser agrees to (i) cascade the contractual obligations set forth in this Condition 12 in contracts with third parties, including possible resellers, further down the commercial chain; and (ii) set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of this Condition 12;

(v) neither the Purchaser, its affiliates, or any of their respective directors, officers, employees nor, so far as the Purchaser is aware, any agents or other persons acting on behalf of any of the foregoing:-

- (a) is, or has been, or will be, a Listed Person;
- (b) has engaged (nor will engage) in any business dealings or activities that would reasonably be expected to result in it becoming a Listed Person;
- (c) directly or indirectly, has conducted or is conducting any business dealings or activities with or for the benefit of, or is otherwise involved in any business with a Listed Person, or otherwise acting in violation of Economic Sanctions and Export Control Laws;
- (d) has engaged or is engaging in any transaction that circumvents, evades or avoids, or has the purpose or effect of circumvention, evading or avoiding, or attempts to violate, any Economic Sanctions and Export Control Laws; or,
- (e) is, or has been, in violation of, or subject to, any investigation or enquiry by, or on behalf of, any governmental or other regulatory body relating to Economic Sanctions and Export Control Laws;

b) The Purchaser covenants and agrees that (a) the representations and warranties set forth in this Condition 12 above shall remain true and correct at all times and (b) the Purchaser will provide written notice to the Seller, as promptly as possible and in any event within five business days, should any representation or warranty fail to be true or correct at any time.

c) The Purchaser covenants and agrees to not engage in any transaction for Military End-Use unless explicitly approved by the Seller.

d) The Purchaser will, to the best of its abilities, cooperate with the Seller to facilitate compliance with Economic Sanctions and Export Control Laws and will upon request, provide the Seller with copies of all documentation relating to any business dealings involving the Goods, including end-user certifications and other information as may be required by the Seller.

e) The Purchaser covenants and agrees to maintain complete and accurate records concerning all actions taken by, on behalf of, or at the direction of the Seller pursuant to the Agreement for Sale. The Purchaser shall also provide all information relating to requests for Goods, that the Purchaser suspects could violate or circumvent Economic Sanctions and Export Control Laws, including requests from or on behalf of a Listed Person or attempts to acquire Goods in violation of Economic Sanctions and Export Control Laws.

f) Notwithstanding any provision of the Agreement for Sale, the Seller shall not be obliged to make any payment or take any other action if the Seller believes in good faith that such action may constitute a violation, contribute to a violation, or constitute a circumvention of any Economic Sanctions and Export Control Laws.

g) The Purchaser shall indemnify the Seller and its affiliates, directors, officers, employees, advisors, principals and holders of its equity interests (collectively, the "Relevant Indemnitees") against, and shall hold each Relevant Indemnitee harmless from, any and all third party claims, damages and liabilities, including the reasonable fees, charges and disbursements of counsel, incurred by or asserted against any Relevant Indemnitee arising out of, in connection with, or as a result of: (a) any representation or breach of warranty set forth in Condition 12, (b) any breach by the Purchaser of any of its commitments in Condition 12 (a) to (f) above and (c) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory.

### 13. ANTI-CORRUPTION

a) The Purchaser represents and warrants to the Seller that:-

- i. none of the Purchaser and its affiliates, nor any director, officer, employee, agent or shareholder of any such person, has (I) in order to assist in improperly obtaining or retaining business for or with any person, in improperly directing business to any person, or in securing any improper advantage, made, authorised, offered or promised to make any payment, gift or transfer of anything of value, directly, indirectly or through a third party, to or for the use or benefit of any other person, or (II) made any unlawful bribe, rebate, payoff, influence payment or kickback or has taken any other action that would violate any Anti-Corruption Law to which it is subject;
- ii. the Purchaser has instituted and maintains policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with any Anti-Corruption Law to which it is subject;
- iii. during the past five (5) years none of the Purchaser and its affiliates has received any written communication indicating or alleging that any such person is or may be in violation of any Anti-Corruption Law, or that any such person is or may be subject to any investigation or inquiry by a governmental authority related to any Anti-Corruption Law, and, to the knowledge of the Purchaser, no such investigation or inquiry is pending or threatened; and
- iv. no Official holds any shares, partnership interests or other equity or ownership interests in the Purchaser or any of its affiliates, or is an officer, director, employee, contractor or agent of the Purchaser, and no Official has or will have a right to or interest in any payment or other thing of value provided by the Seller to the Purchaser.

b) The Purchaser covenants and agrees that (i) the representations and warranties set forth in Condition 13(a) above shall remain true and correct at all times and (ii) the Purchaser will provide written notice to the Seller, as promptly as possible and in any event within five business days, should any such representation or warranty fail to be true and correct at any time.

c) The Purchaser covenants and agrees to maintain complete and accurate records concerning all actions taken by, on behalf of, or at the direction of the Purchaser pursuant to these Conditions.

d) Notwithstanding any provision of these Conditions to the contrary, the Seller shall not be obligated to make any payment or take any other action under these Conditions if it believes in good faith that such action may constitute a violation, or contribute to any violation, of any Anti-Corruption Law; and the Seller shall not be liable to the Purchaser for any claims, losses or damages arising from the Seller's exercise of its rights under this paragraph.

e) The Purchaser hereby agrees to answer in reasonable detail any written or oral inquiry by the Seller, and to facilitate the interview of staff employed by the Purchaser at any reasonable time specified by the Seller, in case in relation to the Purchaser's compliance with this Condition and with Conditions 13(b), (c) and (d) above. The Purchaser hereby agrees that the Seller, and any independent accountants appointed by the Seller, shall have the right to review and audit the Purchaser's books, records, accounts and internal accounting controls, and to provide to the Seller such analysis and reports with respect thereof as the Seller may direct. The Purchaser shall make all reasonable efforts to cooperate with any such review, audit, analysis and report. At the request of the Purchaser, the Seller shall select an independent third party to perform the audit.

f) The Purchaser shall provide to the Seller a certificate of a senior corporate officer of the Purchaser, not less often than once per calendar year, certifying that the Purchaser remains in compliance with all applicable Anti-Corruption Laws and with the representations and warranties in Condition 13(a) above.

g) Should the Purchaser fail to provide any notice required under Condition 13(b) above, or should the Seller determine, in its sole discretion, that any representation or warranty set forth in Condition 13(a) above has failed to be true and correct at any time, the Seller shall have the right to immediately terminate the Agreement for Sale by written notice to the Purchaser. Upon any such termination, the Agreement for Sale and all rights and obligations hereunder shall immediately terminate, provided that the Purchaser shall remain liable to the Seller for any breach of its obligations hereunder.

h) The Purchaser shall indemnify the Seller and its affiliates, directors, officers, employees, advisors, agents and holders of its equity interests (collectively, the "Indemnitees") against, and shall hold each Indemnitee harmless from, any and all third party claims, damages and liabilities, including the reasonable fees, charges and disbursements of counsel, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) any representation or warranty set forth in Condition 13(a) above not being true and correct when made, (ii) any breach by the Purchaser of any of Conditions 13(b), (c), (d) or (e) above, or (iii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory.

#### 14. FORCE MAJEURE AND EVENTS BEYOND THE CONTROL OF THE SELLER

a) The Seller shall have no liability under the Agreement for Sale in respect of any failure or delay in fulfilling any of the Seller's obligations to the extent that fulfilment thereof is prevented, frustrated, impeded and/or delayed as a consequence of any force majeure and or any occurrence whatsoever beyond the control of the Seller including without prejudice to the generality of the foregoing:-

- i. compliance with any order, regulation request or control of any national or local authority, governmental department or other competent authority of any country whether or not legally enforceable; or
- ii. any delays in, or cancellations of deliveries, or provision of services by third parties or shortages of Goods, materials or parts; or
- iii. any strikes, lock-outs, or trade disputes whether involving the Seller's employees or others, fire, explosion, accident, calamity or civil disturbance, action of elements, national calamity, or act of God; or
- iv. failure in whole (or in part) of any power or energy supply.

b) The Seller undertakes however to make every reasonable endeavour within its power to overcome difficulties arising in connection therewith, but in the event of shortages of the Goods, or of available resources for their production, storage or delivery arising from any of the events or circumstances referred to in Condition 14(a), the Seller reserves the right to allocate as it may think fit its available goods and resources between customers with whom it has contractual obligations in respect thereof and shall not be obliged to purchase any goods from third parties to make good such shortages.

c) Should such contingency continue for more than three (3) months either party may (subject to the Seller repaying to the Purchaser any advance payments for undelivered goods and, where the force majeure situation has been notified by the Purchaser to the Seller, subject to the prior payment by the Purchaser to the Seller in respect of all or any part of the order already performed by the Seller up to and including the date of notification) cancel the contract without further liability to the other.

d) In case the Seller is affected by a Force Majeure Event the Purchaser shall continue to pay invoices in accordance with Condition 5 in respect of any Goods which the Purchaser continues to supply notwithstanding the occurrence of the Force Majeure Event.

## 15. LETTERS PATENT

a) The Purchaser shall promptly inform the Seller of any threatened claim as to the alleged infringement of letters patent, or other third party rights by or in connection with the Goods and shall, if so required by the Seller at the Seller's expense, take all reasonable steps to enable the Seller to defend any such claim.

b) Mila gives no assurance or guarantee that the sale or use of Third-Party Goods will not infringe the patent, copyright or other industrial property rights of any other person, firm or company.

## 16. CONFIDENTIAL INFORMATION

a) The Purchaser shall treat all drawings, procedures, instructions, documents and other information of any kind whatsoever supplied by the Seller to the Purchaser as strictly confidential (except to the extent that any such information is available in the public domain) and shall not without the prior written consent of the Seller, disclose or part with possession of any such documents or information or extracts therefrom or copies thereof or use any such documents or information otherwise than in connection with the Goods to which they relate.

b) The Seller requires that the Purchaser shall not issue any press releases or make any public statements regarding Apple Wallet functionality (Seller ECP-Enabled Products) without the Seller's express written permission.

c) Within ten days after the date of expiry or termination of the Agreement for Sale, the Purchaser will: (i) if requested to do so, return to the Seller all of the Seller's confidential information (including all copies and extracts) in its possession or control; and (ii) cease to use the Seller's confidential information.

d) Each party may retain any of the other party's confidential information which it has to keep to comply with any applicable law or which it is required to retain for insurance, accounting or taxation purposes.

#### 17. GOODS MANUFACTURED TO PURCHASER'S SPECIFICATION

a) The Seller accepts no responsibility for the accuracy of information, specifications, instructions and/or drawings supplied by the Purchaser.

b) The Seller does not guarantee the suitability of the materials or the design of goods especially to Purchaser requirements and differing from Sellers standard specifications even if the purpose for which the goods are required is known to the Seller.

c) The Seller does not accept responsibility for safe keeping and condition of any drawings, samples etc whilst they are in the Sellers' possession. The Purchaser should make its own arrangements to insure these items.

d) The Purchaser shall indemnify the Seller from and against all actions, costs (including legal costs), proceedings and loss directly or indirectly arising out of any error in or omission from any such information, specifications, drawings and/or instructions, or where it is alleged that they involve an infringement of a patent, copyright, registered design or other exclusive right or the provisions of any statute, statutory instrument or regulation.

#### 18. HEALTH AND SAFETY

The Purchaser agrees to pay due regard to any information or advice relating to the use of the Goods which the Seller may at any time furnish to it and agrees that before the Goods are used it will, if requested by the Seller, furnish the Seller with a written undertaking to take any steps which the Seller may specify with a view to ensuring that the Goods will be safe and without risk to health when used.

#### 19. TERMINATION, CANCELLATION AND AMENDMENT

a) The Seller may terminate the Agreement for Sale immediately by giving written notice to that effect to the Purchaser if the Purchaser:

- i. commits a material breach of the Agreement for Sale which cannot be remedied; or
- ii. commits a material breach of the Agreement for Sale which can be remedied but fails to remedy that breach within 30 days of a written notice setting out the breach and requiring it to be remedied being given by the Seller.

b) The Seller may terminate the Agreement for Sale immediately by giving written notice to that effect to the Purchaser if an Insolvency Event occurs. The Purchaser will notify the Seller in writing immediately upon the occurrence of an Insolvency Event.

c) No cancellation or amendment to the Agreement for Sale shall be binding on the Seller unless agreed in writing by a director or other authorised person on behalf of the Seller and on the strict condition that all and any costs and expenses incurred by the Seller up to the time of the cancellation or arising out of the amendment and all loss of profits and other loss and damage resulting to the Seller by reason of such cancellation or amendment will be reimbursed by the Purchaser to the Seller forthwith. The Seller will not accept the cancellation of any orders for Goods which are made to order or bought in by the Seller specifically to fulfil the Purchaser's order. This agreement may be terminated by the Seller in the event that either party's ability to fulfil an obligation is materially affected by the imposition of restrictions in Economic Sanctions and Export Control Laws or where the Purchaser has misrepresented or failed to properly disclose any material fact, or to provide any documentation, certifications or information requested by the Seller, including to, the intended end-use/end-user or destination of the Goods. The Seller shall not be

liable to the Purchaser for any claims, losses or damages arising from the Seller exercising its rights to termination in relation to Economic Sanctions and Export Control Laws.

d) Returned items may be subject to carriage and restocking charges in line with Mila returns procedure and notified to the Purchaser in advance.

## 20. ASSIGNMENT

The Purchaser shall not assign, or otherwise transfer all or any of its rights, interests or obligations under the Agreement for Sale without the prior written consent of the Seller.

## 21. WAIVER

No waiver of any of the Seller's rights under the Agreement for Sale shall be effective unless in writing signed by a Director or other authorised person on behalf of the Seller. A waiver shall apply only to the specific circumstances in which it is given and shall be without prejudice to the enforcement of the Seller's right in relation to different circumstances or the re-occurrence of similar circumstances.

## 22. DESIGN ALTERATIONS

The Seller shall be entitled at any time to discontinue, alter or change the design, composition, dimensions or finish of its Goods as published in the Seller's catalogues subject to reasonable prior notice of any such alteration or change being given to the Purchaser.

## 23. ATTENDANCE ON SITE

If the Seller attends, or arranges for an attendance to be made, at the Purchaser's premises or the premises of any third party for any reason connected with the order, the Purchaser shall indemnify the Seller in respect of all claims made or proceedings taken against the Seller (and associated legal costs incurred by the Seller) by any person, firm or company, including employees of the Seller, or of the Purchaser or of any contractor employed by the Purchaser (or their personal representatives), whether in respect of death, personal injury or damage to property arising directly or indirectly from the attendance at such premises.

## 24. ENGLISH LAW AND JURISDICTION

The formation, construction and performance of the Agreement for Sale shall be governed in all respects by English law and the Purchaser agrees to submit to the non-exclusive jurisdiction of the English courts.

## 25. INTERPRETATION

a) The headings of these Conditions do not form part of the Conditions and shall not affect the interpretation thereof.

b) Each of the Conditions and each paragraph hereof shall be construed as a separate condition. Should any provision hereof be found to be invalid or unenforceable or an unreasonable restriction of the Seller's liability then such provision shall apply with such modification as may be necessary to make it valid and effective.

c) References to any legislation or legislative provision will include any subordinate legislation made under it and will be construed as references to such legislation, legislative provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted, restated and/or replaced and in force from time to time.

d) Any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.

## 26. NOTICES

Notice under these Conditions shall be properly given if in writing and sent by first class post to the address of the intended recipient as stated in the Agreement for Sale or to such address as the Purchaser and Seller from time to time notified to each other as their respective addresses for service and shall be deemed served in the case of postal notice on the expiry of 48 hours from time of posting.