

**THESE STANDARD TERMS AND CONDITIONS OF SALE ONLY APPLY TO ORDERS
PLACED BY BUYERS BASED IN ENGLAND AND WALES**

Rotor Clip Limited: Standard Terms and Conditions of Sale

The Buyer's attention is drawn in particular to the provisions of clause 7 (retention of title), clause 14 (liability) and clause 15 (No Use of Goods in Aviation or Aerospace Sectors or in Radiation Environments).

1. Interpretation and Construction

1.1 In these Standard Terms and Conditions of Sale ("Standard Terms"), unless the context otherwise requires, the following words and phrases shall have the following meanings:

- **Business Day:** means any day from Monday to Friday (inclusive) which is not a bank or public holiday in England.
- **Buyer:** the person, firm or company who purchases the Goods from Rotor Clip.
- **Contract:** any contract between Rotor Clip and the Buyer for the sale and purchase of the Goods under these Standard Terms.
- **Goods:** any goods (including any part or parts of them) set out in the Order to be supplied by Rotor Clip to the Buyer.
- **Rotor Clip:** means Rotor Clip Limited (company no. 03839280) whose registered office is at 2 Rutland Park, Sheffield, South Yorkshire, S10 2PD, United Kingdom, and whose main **trading address** is at Unit 6, Meadowbrook Park, Holbrook, Sheffield, S20 3PJ, United Kingdom.
- **Order:** means, subject always to the provisions of clause 2.1, the Buyer's order for the Goods as set out in the Buyer's purchase order form, or the Buyer's acceptance of a quotation received from Rotor Clip.
- **Parties:** means Rotor Clip and the Buyer.
- **Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Buyer and Rotor Clip.

1.2 In these Standard Terms, the following rules apply:

- 1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a Party includes its personal representatives, successors or permitted assigns.
- 1.2.3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.4 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words succeeding those terms.

1.2.5 A reference to “writing” or “written” includes faxes and e-mails.

1.2.6 Headings are for reference purposes only and do not affect the interpretation of these Standard Terms.

2. Application of Standard Terms

2.1 Subject to any variation of the Standard Terms under clause 2.3, these Standard Terms are the only conditions upon which Rotor Clip shall deal with the Buyer. These Standard Terms govern each Contract (including without limitation the supply of any repaired or replacement Goods) to the exclusion of all other terms and conditions which the Buyer purports to apply or incorporate and to the exclusion of any other terms or conditions, implied by trade, custom, practice, course of dealing or otherwise. No terms or conditions referred to in the Contract or, endorsed on, delivered with or contained in the Order or with any other document shall form part of the Contract.

2.2 Each Order shall be deemed to be an offer by the Buyer to purchase the Goods subject to these Standard Terms. A quotation for the Goods provided by Rotor Clip shall not constitute an offer. Such quotation shall only be valid for 10 Business Days from its issue unless otherwise stated in writing in the quotation or unless, at the complete discretion of Rotor Clip, such quotation is previously withdrawn by Rotor Clip. The Order shall only be deemed to be accepted by Rotor Clip when Rotor Clip issues a written acceptance of the Order in accordance with clause 4.2 whereupon a Contract shall be formed in accordance with these Standard Terms. If Rotor Clip requires, the Buyer shall acknowledge details of the Order on Rotor Clip's standard acknowledgment form. Unless otherwise agreed in writing by the Parties these Standard Terms will apply to each Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.3 Any variation to these Standard Terms and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by an authorised representative of Rotor Clip. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Rotor Clip which is not set out in the Contract or which is not confirmed in writing by Rotor Clip.

2.4 This Contract shall constitute the entire agreement between the Parties in relation to its subject matter and shall supersede all prior agreements, arrangements and representations of any nature whatsoever.

3. Goods

3.1 Subject to the provisions of clause 11 (Warranties), the quantity and Specification of the Goods shall be as set out in Rotor Clip's acceptance of the Order or as otherwise agreed with Rotor Clip in writing.

3.2 All samples, drawings, descriptive matter, specifications and advertising issued by Rotor Clip and any descriptions or illustrations contained in Rotor Clip's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract.

3.3 Any error or omission in any price list, sales brochure, quotation, acceptance of Order form, invoice or other document or information issued by Rotor Clip, be it of a typographical, clerical or other nature, shall be subject to correction at any time by Rotor Clip and without any liability on the part of Rotor Clip.

3.4 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Buyer, the Buyer shall indemnify and hold Rotor Clip harmless against all liabilities, costs, expenses, damages and losses

(including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Rotor Clip in connection with (a) any claim made against Rotor Clip for actual or alleged infringement of a third party's rights arising out of or in connection with Rotor Clip's use of the Specification and (b) any inadequacy, unsuitability or inaccuracy of such Specification supplied by the Buyer. This clause 3.4 shall survive termination of the Contract.

3.5 Rotor Clip reserves the right to make any changes in the Specification which are required to conform to any applicable statutory requirements.

4. Order

4.1 When the Buyer wishes to place an order for Goods, it shall send an order form to Rotor Clip. The order shall clearly state if the part is to be an aerospace item and subject to aerospace requirements. In the event this distinction is omitted, Rotor Clip shall not be liable for any negative consequences this omission may cause. If the buyer has already received a quotation from Rotor Clip, it shall send confirmation of this quotation to Rotor Clip in writing. The provisions of clause 2 (Application of Standard Terms) shall apply to such Order. The Buyer shall ensure that the terms and specifications of its Order are complete and accurate and are provided within a sufficient time to enable Rotor Clip to perform the Contract in accordance with these Standard Terms.

4.2 If, in Rotor Clip's complete discretion, Rotor Clip accepts the Order, it shall send an acceptance of the Order to the Buyer in accordance with and subject to these Standard Terms.

4.3 Save as set out in clause 21.1 (termination for breach), no Contract may be cancelled or amended by the Buyer without the express agreement of Rotor Clip in writing, such agreement being subject to the Buyer indemnifying Rotor Clip in full against all losses (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Rotor Clip as a result of such cancellation or amendment.

4.4 If there is any inconsistency between the Order and these Standard Terms, these Standard Terms shall prevail.

5. Delivery

5.1 Unless otherwise agreed in writing between the Buyer and Rotor Clip, the Goods shall be delivered Ex-Works at the premises of Rotor Clip's trading address being Unit 6, Meadowbrook Park, Holbrook, Sheffield, S20 3PJ, United Kingdom, or any other address Rotor Clip may specify in writing (Incoterm Rules 2010). If Rotor Clip informs the Buyer that the Goods are ready for collection, then the Buyer shall collect such Goods within 3 Business Days.

5.2 If Rotor Clip agrees that the Goods shall be delivered to a place other than Rotor Clip's place of business, then Rotor Clip will arrange for transportation of the Goods to their intended place of delivery, and the Buyer will be responsible for and pay all expenses incurred by Rotor Clip in arranging the delivery of the Goods. The Buyer shall be responsible for insuring the Goods during shipment. The provisions of clause 6 (passing of risk) apply. Rotor Clip shall be under no obligation to give the Buyer notice specified in section 32(3) of the Sale of Goods Act 1979.

5.3 The Buyer shall accept delivery of the Goods in accordance with clauses 5.1 and 5.2, as applicable. The Buyer shall provide at the place of delivery and at the Buyer's expense adequate and appropriate equipment and manual labour for the loading and unloading of the Goods.

- 5.4 Any dates specified by Rotor Clip for delivery of the Goods are intended to be an estimate and time of delivery shall not be of the essence. If no dates are specified in the Contract, delivery shall take place within a reasonable time of the conclusion of the Contract. Rotor Clip shall be entitled to defer delivery until any monies due from the Buyer have been received.
- 5.5 If Rotor Clip is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations then, without prejudice to any other right or remedy available to Rotor Clip, the Goods shall be deemed to have been delivered. If for any reason the Buyer fails to accept delivery of any of the Goods in accordance with this clause 5, Rotor Clip may (but shall not be obliged to) store the Goods until the Buyer accepts delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 5.6 If after ten (10) Business Days (or such other time as the Parties may agree in writing) after the day on which Rotor Clip notified the Buyer that the Goods were ready for delivery the Buyer fails to collect the Goods or if within that time delivery is refused, Rotor Clip may sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) invoice the Buyer for any shortfall below the price payable to Rotor Clip under the Contract. Rotor Clip will not be obliged to supply any further Goods under any Contract to the Buyer until such shortfall has been received by it in accordance with clause 10.2. Nothing in this clause limits Rotor Clip's right to claim the full amount from the Buyer in the event of the Buyer's breach of Contract.
- 5.7 If Rotor Clip delivers to the Buyer a quantity of Goods of up to 5% more or less than the accepted quantity ordered by the Buyer, the Buyer shall not be entitled to reject the Goods by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate. The Buyer must make Rotor Clip aware of any discrepancy over 5% in writing within three (3) Business Days of delivery of the Goods to qualify for an adjustment in accordance with clause 11.7.
- 5.8 Rotor Clip may deliver the Goods by separate instalments. Each separate instalment delivery shall be invoiced and paid for in accordance with the provisions of the Contract. Each instalment delivery shall be a separate Contract in accordance with these Standard Terms and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract.

6. Risk

Risk of damage to or loss of the Goods shall pass to the Buyer at delivery being either when Rotor Clip notifies the Buyer that the Goods are available for collection if the Buyer is to collect the Goods or if the Goods are to be delivered to the Buyer pursuant to clause 5.2 at the time the goods are tendered to a forwarding agent or carrier for shipment (meaning transport of any kind). The Buyer shall at all times be responsible for insuring the Goods during shipment.

7. Retention of Title

7.1 Title in the Goods shall not pass to the Buyer until Rotor Clip has received in full (in cash or cleared funds):

7.1.1 all sums due to it in respect of all of the Goods, and

7.1.2 all other sums which are or which become due to Rotor Clip from the Buyer on any account, including without limitation amounts for any late payment interest.

Until such payment the Goods shall be referred to as "Secured Goods" for the purposes of this clause 7.

7.2 Until title in the Secured Goods has passed to the Buyer in accordance with clause 7.1, the Buyer shall:

7.2.1 hold the Secured Goods on a fiduciary basis as Rotor Clip's bailee and immediately inform Rotor Clip of any threatened or actual impairment of or endangerment to the Secured Goods;

7.2.2 store the Secured Goods (at no cost to Rotor Clip) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable and clearly marked as Rotor Clip's property and to permit Rotor Clip to enter the Buyer's premises where the Goods are stored at any time to confirm that this obligation has been complied with;

7.2.3 not remove, destroy, deface or obscure any identifying mark or packaging on or relating to the Secured Goods; and

7.2.4 maintain the Secured Goods in satisfactory condition and keep them insured on Rotor Clip's behalf for their full price against all risks to the reasonable satisfaction of Rotor Clip. On request the Buyer shall produce the insurance policy to Rotor Clip and / or ensure that Rotor Clip's name is noted on the policy;

7.2.5 hold the proceeds of the insurance referred to in clause 7.2.4 on trust for Rotor Clip and not mix them with any other money.

7.3 If the Buyer fails to comply with any of its obligations under clause 7.2.4, the Buyer shall reimburse Rotor Clip for the cost of any insurance which Rotor Clip may reasonably arrange in respect of any of the Secured Goods during the whole or any part of the period from the date of Rotor Clip's delivery of the Secured Goods until the date of payment to Rotor Clip of the outstanding sums.

7.4 Until such time as title in the Secured Goods has passed to the Buyer (and provided the Secured Goods are still in existence and have not been resold or irrevocably incorporated into another product), and without limiting any other right or remedy Rotor Clip may have, Rotor Clip shall be entitled at any time to require the Buyer to deliver up the Secured Goods to Rotor Clip, and if the Buyer fails to do so forthwith, Rotor Clip, its employees or agents may enter the premises of the Buyer or any third party where the Secured Goods are stored, to repossess the Secured Goods in which property remains in Rotor Clip and remove and dispose of them as Rotor Clip thinks fit. Rotor Clip shall apply the proceeds of disposal (after deduction of all expenses) in discharge of the amount unpaid by the Buyer.

7.5 The Buyer shall within 10 Business Days of the actions being taken by Rotor Clip under clause 7.4 pay to Rotor Clip compensation for any reasonable expenses incurred by Rotor Clip in connection with the recovery of the Secured Goods.

7.6 Under this clause 7, Rotor Clip shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed to the Buyer.

7.7 On termination of the Contract, howsoever caused, Rotor Clip's (but not the Buyer's) rights contained in this clause 7 shall remain in effect.

8. Price

- 8.1 Unless otherwise agreed by Rotor Clip in writing the price for the Goods shall be the prices set out in Rotor Clip's quotation or as otherwise confirmed in writing to the Buyer by Rotor Clip or, if no price is quoted, the price set out in Rotor Clip's price list in force as at the date of delivery.
- 8.2 Unless otherwise agreed by Rotor Clip in writing the price for the Goods shall be exclusive of VAT, and the Buyer shall pay any and all taxes, duties and other government charges payable in respect of the Goods.
- 8.3 Rotor Clip may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 8.3.1 any factor beyond Rotor Clip's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 8.3.2 any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - 8.3.3 any delay caused by any instructions of the Buyer or failure of the Buyer to give Rotor Clip adequate or accurate information or instructions.

9. Import and Export

The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for obtaining at its own cost such import licenses and other consents and for the payment of any duties in relation to the delivery, import and / or export of the Goods as are required from time to time, and, if requested by Rotor Clip, the Buyer shall make those licenses and consents available to Rotor Clip prior to the relevant shipment. The provisions of clause 8.2 apply (payment of taxes).

10. Payment

- 10.1 Rotor Clip shall be entitled to invoice the Buyer for the price of the Goods (including any additional payments which may apply, including without limitation delivery costs) on or at any time after delivery of the Goods in accordance with clause 5.
- 10.2 Unless this Contract is terminated, payment of the price for the Goods is due in pounds sterling or such other currency as agreed in the Contract, within 30 calendar days of the date of Rotor Clip's invoice. Payment shall be made to the bank account nominated by Rotor Clip. Rotor Clip reserves the right to apply shorter payment terms for any Buyers regarded by Rotor Clip in its sole discretion as having an unsatisfactory credit rating, to request payment in advance, or to request any financial documentation or a bank guarantee from the Buyer.
- 10.3 Upon termination of the Contract all payments payable to Rotor Clip under the Contract shall become due immediately notwithstanding any other provision, except in cases in which Rotor Clip committed a material breach hereunder in which case the original payment date shall continue to apply.
- 10.4 The Buyer shall make all due payments in full without any deduction whether by way of set-off, counterclaim, discount or otherwise.
- 10.5 Time for payment by the Buyer under the Contract shall be of the essence.

- 10.6 No payment shall be deemed to have been received by Rotor Clip until Rotor Clip has received cleared funds. If the Buyer fails to pay Rotor Clip any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to Rotor Clip on such outstanding sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment. Rotor Clip reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 10.7 Notwithstanding the foregoing interest provisions, if the Buyer fails to make any payment on the due date, without prejudice to any other right or remedy available to Rotor Clip, Rotor Clip shall be entitled to cancel the Contract and / or suspend any further deliveries to the Buyer.
- 10.8 Rotor Clip reserves the right to charge the Buyer for all additional costs incurred in recovering any amounts outstanding. Without prejudice to any other right or remedy, Rotor Clip reserves the right to set-off any amount owing at any time from the Buyer to Rotor Clip against any amount payable by Rotor Clip to the Buyer under the Contract.
- 11. Warranties**
- 11.1 Rotor Clip warrants that (subject to the other provisions of these Standard Terms) on delivery the Goods shall:
- 11.1.1 correspond with the Specification;
 - 11.1.2 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - 11.1.3 be fit for any purpose held out by Rotor Clip.
- 11.2 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with the warranties at clause 11.1 shall be notified by the Buyer to Rotor Clip in accordance with clause 11.7.
- 11.3 If the Buyer:
- 11.3.1 does not notify Rotor Clip in accordance with the provisions of clause 11.2; and
 - 11.3.2 does not permit Rotor Clip reasonable opportunity of inspecting such Goods; and
 - 11.3.3 (if asked to do so by Rotor Clip) fails to return such Goods to Rotor Clip in accordance with clause 12.3,
- the Buyer shall not be entitled to reject the Goods and Rotor Clip shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price specified in the Contract.
- 11.4 Rotor Clip shall not be liable for a breach of any of the warranties in clause 11.1 if:
- 11.4.1 the Buyer makes any further use of such Goods after giving notice pursuant to clause 11.2; or
 - 11.4.2 the defect arises because the Buyer failed to follow Rotor Clip's oral or written instructions as to storage, commissioning, installation, use and maintenance of the Goods, fails to use or sell the Goods within the stated shelf life, or fails to follow good trade practice in dealing with the Goods; or
 - 11.4.3 the defect arises as a result of Rotor Clip following any drawing, design or Specification supplied by the Buyer; or

- 11.4.4 the Buyer alters or repairs such Goods without the written consent of Rotor Clip; or
 - 11.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage of working conditions; or
 - 11.4.6 the Goods differ from the Specification as a result of changes made by or on behalf of Rotor Clip to ensure they comply with applicable statutory or regulatory requirements; or
 - 11.4.7 the Buyer misuses, or further processes, such Goods after delivery;
 - 11.4.8 any defect arises from the Buyer's negligence in its use of the Goods or if the Goods are used by the Buyer contrary to any specific recommendations by Rotor Clip or if the Buyer uses the Goods in aviation, aerospace and radiation segments (see clause 15).
- 11.5 Except as provided under this clause 11, the Buyer shall not be entitled to reject the Goods and Rotor Clip shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price specified in the Contract.
- 11.6 Rotor Clip shall be under no liability for any of the warranties set out in clause 11.1 if the total price for the Goods under the Contract has not been paid by the due date.
- 11.7 Any claims for defects, shortages in accordance with clause 5.7 or failure to correspond with the Specification must be made by the Buyer to Rotor Clip in accordance with clause 11.3 in writing within three (3) Business Days following delivery of the Goods or, where the defect or failure was not apparent on reasonable inspection, within three (3) Business Days of the discovery of the defect or failure and in any event within 12 months of delivery. Any claims for invoice discrepancies must be made by the Buyer to Rotor Clip in writing within three (3) Business Days following receipt of the invoice in order to qualify for an adjustment.
- 12. Returns**
- 12.1 Subject to clauses 11.3, 11.4, if any of the Goods do not conform with any of the warranties in clause 11.1 ("**Relevant Goods**"), the Buyer shall inform Rotor Clip in writing of its claim and that it wishes to return the Relevant Goods. If Rotor Clip in its absolute discretion confirms in writing that it will accept a return of the Goods, the Buyer may return the Relevant Goods to Rotor Clip subject to the provisions of this clause 12.
- 12.2 The Buyer must arrange for the return shipment of the Relevant Goods to Rotor Clip and pay all freight charges and other expenses in connection with the return shipment, including arranging for adequate insurance cover. Any loss or damage in transit shall be the Buyer's sole responsibility.
- 12.3 Where possible, the Buyer shall deliver the Relevant Goods in the original Rotor Clip packaging, failing which Rotor Clip will be at liberty to refuse delivery or to refuse replacing or refunding the Relevant Goods.
- 12.4 If upon receipt of the Relevant Goods Rotor Clip finds that they were correctly returned, Rotor Clip shall at its sole option either replace the Relevant Goods (or any relevant part thereof) or refund the price or, if agreed, credit future orders, at the pro rata Contract rate. Rotor Clip shall, in its absolute discretion, reimburse the Buyer for the reasonable shipment and insurance costs referred to in this clause 12.
- 12.5 If upon receipt of the Relevant Goods Rotor Clip finds that they were incorrectly returned, or if the Buyer has failed to comply with its obligations under this clause 12, Rotor Clip reserves the right to refuse to accept delivery of any

Relevant Goods or to refuse to pay any refund or to replace the Relevant Goods. The Buyer will indemnify Rotor Clip in full against all loss, costs (including the cost of all labour used), damages, charges and expenses incurred by Rotor Clip as a result of the Return Goods having been returned to Rotor Clip in error.

12.6 Rotor Clip complies with its obligations under this clause 12.1, it shall have no further liability for a breach of any of the warranties in clause 11.1 in respect of the Relevant Goods.

12.7 No refund will be made under this clause 12 in the case of bespoke Goods.

13. Assignment

13.1 The Buyer shall not without Rotor Clip's prior written consent assign, sub-contract, transfer, charge or deal in any other manner with any of its rights or obligations under the Contract or any part of it.

13.2 Rotor Clip may assign, sub-contract, transfer, charge or deal in any other manner with any of its rights or obligations under the Contract or any part of it.

14. Limitation of Liability

14.1 The following provisions set out the entire financial liability of Rotor Clip (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

14.1.1 any breach of these Standard Terms;

14.1.2 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

14.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

14.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

14.3 Nothing in these Standard Terms excludes or limits the liability of Rotor Clip:

14.3.1 for death or personal injury caused by Rotor Clip's negligence or the negligence of its employees, agents or sales contractors (as applicable), except that in the case where these Standard Terms apply to an international supply contract within the meaning of section 26 Unfair Contract Terms Act 1977, this clause 14.3.1 shall not apply; or

14.3.2 defective products under Consumer Protection Act 1987; or

14.3.3 for any matter which it would be unlawful for Rotor Clip to exclude or restrict its liability; or

14.3.4 for fraud or fraudulent misrepresentation.

14.4 Subject to clauses 14.2 and 14.3:

14.4.1 Rotor Clip shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise under or in connection with the Contract; and

14.4.2 Rotor Clip's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising under or in connection with this Contract, if any, shall be limited to the price paid for the Goods or any replacement Goods under the Contract.

14.5 Conditions precedent to Rotor Clip's liability under this Contract shall be that the Buyer shall have given to Rotor Clip notice of the defect, failure or error in compliance with clause 11.7 hereof, and that the Buyer shall have either returned the Goods to Rotor Clip or provided authority for Rotor Clip's servants or agents to inspect them, as Rotor Clip may request.

15. No Use of Goods in Radiation Environments

15.1 The Buyer acknowledges that the Goods are not intended for use where radiation is present and subject to clause 14.3 Rotor Clip disclaims to the greatest extent possible any liability in respect of such use.

16. Buyer's Use of the Goods: Indemnity

16.1 The Buyer shall ensure that any information and instructions relating to, and any warnings provided by Rotor Clip or any other manufacturer in respect of, the Goods supplied by Rotor Clip (if any) are passed on to and drawn to the attention of all persons using or proposing to use the Goods.

16.2 The Buyer agrees to indemnify Rotor Clip against any liabilities, damages, losses, costs, claims or expenses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) incurred by Rotor Clip arising out of or in connection with any claim brought against Rotor Clip by any third party as a result of any breach, negligent performance or failure or delay in performance of clauses 15.1, 16.1 or any of the other obligations that the Buyer has pursuant to these Standard Terms, by the Buyer.

17. Intellectual Property Rights

17.1 The Buyer acknowledges that nothing in the Contract shall be construed as conferring any licence or granting any rights to the Buyer in relation to any of Rotor Clip's industrial or intellectual property rights. Rotor Clip asserts its full rights to control the use of the trade marks applied to the Goods. Any reputation in any such trade marks shall accrue to the sole benefit of Rotor Clip or Rotor Clip's licensor, as applicable.

17.2 The Buyer shall not repackage the Goods or remove any copyright notices, proprietary legends or identification from the Goods except with Rotor Clip's prior written consent, unless any such removal is a necessary result of a manufacturing process of which Rotor Clip has been previously notified in writing.

17.3 The Buyer shall not use (other than pursuant to these Standard Terms) or seek to register any trade mark or trade name (including any company name) which is identical to, confusingly similar to or incorporates, any trade mark or trade name which Rotor Clip or any associated company of Rotor Clip owns or claims rights in anywhere in the world.

17.4 The Buyer shall promptly and fully notify Rotor Clip of any actual, threatened or suspected infringement of any of Rotor Clip's industrial or intellectual property rights which comes to the Buyer's notice. The Buyer agrees (at Rotor

Clip's request and expense) to do all such things as may be reasonably required to assist Rotor Clip in dealing with any such infringement proceedings or claims.

18. Tools

18.1 Nothing in these Standard Terms shall be construed as conferring any licence or granting any rights to the Buyer in relation to any of Rotor Clip's tools used for the production of the Goods. Rotor Clip asserts its full rights to the tools. Rotor Clip shall not at any time be obligated to hand over such tools to the Buyer, irrespective of whether such tools were specifically designed for the production of the Goods, whether the Buyer paid for them or otherwise.

19. Third Party Rights

19.1 If at any time it is alleged that the sale or advertisement of the Goods infringe the rights of any third party or if in Rotor Clip's reasonable opinion such an allegation is likely to be made, Rotor Clip may at its option and its own cost:

19.1.1 modify or replace the Goods in order to avoid the infringement; or

19.1.2 procure for the Buyer the right to continue using the Goods; or

19.1.3 repurchase the Goods at the price paid by the Buyer less depreciation at the rate Rotor Clip applies to its own equipment.

19.2 If any claim is made or action brought or threatened which alleges infringement of the rights of any third party:

19.2.1 the Buyer shall notify Rotor Clip as soon as it becomes aware of any such claim;

19.2.2 Rotor Clip shall have control over and, at its own cost, shall conduct any such proceedings in such manner as it shall determine; and

19.2.3 the Buyer shall provide all reasonable assistance as Rotor Clip may reasonably request.

19.3 The Buyer shall indemnify Rotor Clip against all loss, liability and cost which Rotor Clip incurs in carrying out any work required to be done on or to the Goods in accordance with the Buyer's requirements or specifications which give rise to any infringement or alleged infringement of the rights of any third party.

20. Force Majeure

20.1 Neither Party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a **Force Majeure Event**. A Force Majeure Event means any event beyond a Party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including without limitation acts of God, fires, floods, storms, earthquakes, loss at sea, natural disasters or extreme adverse weather conditions, strikes, lock-outs or other industrial disputes (whether or not relating to either Party's workforce), failure of energy sources or transport network, war, terrorism, riot, civil commotion, malicious damage, breakdown of plant or machinery, default of suppliers or subcontractors, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

20.2 The Parties shall give notice of their failure or delay in performance of the Contract as a result of a Force Majeure Event to the non-defaulting party as soon as is reasonably possible to the Buyer. The defaulting party shall resume the performance of its obligations as soon as reasonably possible after the removal of the cause and shall so notify

the non-defaulting party. If the event in question continues for a continuous period in excess of 90 days, either Party shall be entitled to give the other Party 30 calendar days' prior notice in writing to terminate the Contract.

21. Termination and Amendment

21.1 Either Party may terminate at any time (without limiting any other remedy) the Contract by giving written notice to the other Party if the other Party commits any material breach of these Standard Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so.

21.2 No cancellation of or amendment to these Standard Terms or any Contract shall be binding on Rotor Clip unless agreed in writing by a duly authorised representative of Rotor Clip.

21.3 If:

21.3.1 the Buyer ceases or suspends payment of any of its debts or is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; or

21.3.2 the financial position of the Buyer deteriorates to such an extent that in the absolute opinion of Rotor Clip the capability of the Buyer adequately to fulfil its obligations under the Contract has been placed in jeopardy and Rotor Clip notifies the Buyer accordingly; or

21.3.3 a meeting being convened, a petition presented, an order made, an effective resolution passed or notice given for the Buyer's winding up or dissolution (other than for the sole purpose of amalgamation and reconstruction); or

21.3.4 an application being made, or resolved to be made by any meeting of the Buyer's directors or members, for an administration order in relation to it, or any party gives or files notice of intention to appoint an administrator of it or such an administrator being appointed or a proposal being made for a composition in satisfaction of the Buyer's debts or a scheme or arrangement of its affairs including a voluntary arrangement within the meaning of part I of the Insolvency Act 1986; or

21.3.5 the Buyer ceases, or threatens to cease, to carry on business; or

21.3.6 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or

21.3.7 Rotor Clip reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly,

without prejudice to any other right or remedy available to Rotor Clip, Rotor Clip shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without incurring any liability to the Buyer.

21.4 Upon termination of the Contract:

21.4.1 if the Goods have not been paid for, Rotor Clip may stop any Goods in transit, and the Buyer agrees that such Goods be returned to Rotor Clip unless otherwise agreed in writing;

21.4.2 if the Goods have been delivered but not paid, Rotor Clip shall retain title to the Goods in accordance with clause 7 and the price and any other outstanding payments owing to Rotor Clip shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary,

21.4.3 Rotor Clip may exercise its rights under clause 7 (Retention of title).

21.5 Nothing in clause 21.4 shall prevent Rotor Clip claiming all amounts due to it under the Contract. In particular, Rotor Clip shall be entitled to charge the Buyer for any costs and expenses incurred by Rotor Clip up to the date of termination of the Contract, including but not limited to the cost of raw materials and all loss of damage resulting to Rotor Clip by reason of such termination.

22. Confidentiality

22.1 The Buyer undertakes to keep confidential all information (written or oral) concerning Rotor Clip's business and affairs which the Buyer has obtained or received as a result of discussions leading up to the conclusion of the Contract or during the term of the Contract, with the exception of any information which is already in the Buyer's possession or in the public domain other than as a result of a breach of this clause 22 or which must be disclosed under applicable law.

22.2 The provisions of this clause 22 shall survive termination.

23. Governing Law

23.1 The Contract (including without limitation these Standard Terms) and any dispute or claim arising out of or in connection with the Contract or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England & Wales, and the Parties submit to the non-exclusive jurisdiction of the English courts.

24. Miscellaneous

24.1 The Parties shall comply with their respective obligations under the Data Protection Act 1998.

24.2 All notices between the Parties relating to the Contract shall be in writing and delivered by hand or sent by pre-paid first class post, by fax or, by email. All such notices must be sent to the Buyer's registered office or, as applicable, to Rotor Clip's trading address at Unit 6, Meadowbrook Park, Holbrook, Sheffield, S20 3PJ, United Kingdom, or to such other address as shall be notified to the respective other Party in writing or, if applicable, sent via the online portal which the Parties use as an agreed means of communication. Communications shall be deemed to have been received:

24.2.1 if sent by pre-paid first class UK post, two Business days after posting (exclusive of the day of posting); or

24.2.2 if sent by pre-paid post outside of the UK, five Business days after posting (exclusive of the day of posting); or

24.2.3 if delivered by hand, on the day of delivery; or

24.2.4 if sent by fax, email or via the abovementioned online portal on a working day prior to 4.00 pm, at the time of transmission, and otherwise on the next Business Day.

24.3 If any provision of the Contract (including without limitation these Standard Terms) is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or

unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

24.4 Each right or remedy of Rotor Clip under the Contract is without prejudice to any other right or remedy of Rotor Clip whether under the Contract or not. Any failure or delay by Rotor Clip in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract. The waiver by Rotor Clip of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

24.5 The Parties do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a Party to it.

Last updated: June 2014