

Woodlands (Worcestershire) Ltd t/a Woodlands Power and Woodlands Generators: Terms of Sale

As of January 2014

1. Definitions.

For purposes of these conditions, the terms set forth below shall be defined as follows:

- 1.1. "The Company" shall mean a parent, subsidiary or other entity owned or controlled by Woodlands (Worcestershire) Ltd.
- 1.2 "Buyer" means the party and/or customer buying Products from "The Company".

2. General

2.1. All orders are accepted and goods (equipment, spare parts and services) are supplied on the understanding that the Buyer accepts and is bound by these conditions. WOODLANDS (WORCESTERSHIRE) LTD or its subsidiaries ("The Company") is not willing to contract otherwise and any conditions emanating from the Buyer however received shall have no legal effect whatsoever and the Buyer waives any rights he otherwise might have had. Whenever a conflict exists between the Buyer's own conditions and the Company's conditions the Company's own conditions shall in all cases prevail. Additional agreements shall only be legally binding if we have confirmed them in writing.

3. Prices

- 3.1. All goods offered are subject to the price ruling at the date of despatch. Any price lists issued shall not remove the right of the Company to charge in accordance with this clause.
- 3.2. Unless otherwise stated all prices quoted are EX WORKS WOODLANDS (WORCESTERSHIRE) LTD and exclude V.A.T. or any other taxes and supplementary costs.

4. Quotations

- 4.1. All quotations are valid and open to acceptance for the period stated on the quotation.

5. Credit

- 5.1. Credit terms are available to approved accounts on application in writing. The Company will confirm these arrangements, in writing, before they take effect.
- 5.2. Approved extension of credit is negotiable, before goods leave Woodlands (Worcestershire) Ltd premises, to approved accounts. Interest will be charged on a daily basis at the rate of 1.5% per month for the period of the agreed credit extension.
- 5.3. Credit taken in excess of the Company's terms of payment (section 5) shall be considered unapproved extension of credit which will be charged at rate of 2% per month. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgement or part thereof until the debt is cleared.

6. Terms of Payment

- 6.1. When credit arrangements have been agreed, payment for goods shall be made in accordance with the terms stated on the invoice or in order that the debt is discharged no later than 30 days after the date of invoice.
- 6.2. Invoices rendered for interest charges are due immediately on presentation and may not be allowed to compound the goods debt.
- 6.3. Should work on a contract be suspended by reason of the Buyer's instructions or lack of instructions, failure of the Buyer or his sub-contractors to meet reasonable or otherwise specified working schedules, or delayed delivery instructions, the Company shall, at its own discretion, immediately invoice the Buyer for the frustrated goods and any other goods or services forming part of the contract, no later than the

scheduled delivery date. The invoice will then be due for payment under Section 5.1 & 5.2 of these Conditions. The Company will also be entitled to claim for storage and any additional charges caused by the delay in the manufacturing schedule.

6.4. All payments shall be made pursuant to these conditions, without any set-off, withholding or deduction except such amount (if any) of tax as that party is required to deduct or withhold by law.

6.5. The Buyer shall be liable for any administration charges, unapproved credit extension charges and legal costs incurred from late or non-payment of invoice(s).

7. Delivery and Shipment

7.1. Unless otherwise agreed, Delivery Terms are EX-WORKS WOODLANDS (WORCESTERSHIRE) LTD. All delivery dates are quoted in good faith and confirmed delivery dates will be honoured but can be changed for the same reasons as under point 8.

7.2. The Company shall not be held responsible for any loss or injury suffered due to postpone, however caused.

7.3. When goods are shipped by the Company, the Company's risk ends when the goods arrive at the delivery address. The driver's obligation is to deliver as near to the required off-loading point as is reasonably practicable. Off loading, however performed, is at the risk and expense of the Buyer.

7.4. Goods received damaged must be signed for as damaged and the company informed within seven (7) days of receipt. Signing for goods "unexamined" will not excuse the Buyer from this responsibility. Providing due notification is given in writing the Company will replace lost goods and either repair or replace goods that are received damaged at the Company's discretion.

7.5. When goods are collected by the buyer, they shall be considered delivered when handed over or placed on transport whereupon the Company's risk shall cease or in case, at the agreed delivery date. The act of loading the goods on transport excludes all liabilities for damage to the vehicle and should not be interpreted as the Company acknowledging the suitability of the vehicle to carry the equipment or the correctness of loading and stowage operations.

8. Force Majeure

8.1. The Company shall be entitled to cancel or suspend delivery of the goods in the event of any delay or non-performance due directly or indirectly to wars, strikes, lockouts, riot, commotion or disorder, unless solely restricted to employees of the Company or his Subcontractors and arising from the conduct of the work, delays or defaults of manufacturers or suppliers, act of God, or any other cause (whether similar or dissimilar) beyond the reasonable control of the Company. The Buyer shall have no claims whatsoever against the Company in consequence of any such cancellation or suspension.

8.2 Upon occurrence of an event considered by the Company to constitute Force Majeure and which may affect performance of his obligations, he shall promptly notify the Buyer, and shall endeavour to continue to perform his obligations as far as reasonably practicable. The Buyer shall also notify the Company of any proposals, including reasonable means for performance, but shall not effect such proposals without the consent for the Employer's representative.

9. Retention of Title

9.1. The Company shall retain title to all Company goods whether held by the Buyer or a third party until such time as all monies due in respect of the goods have been paid to the Company and upon receipt of cleared funds.

9.2. Until the goods have been paid for in full they shall be kept in a separate and identifiable state and shall be returned to the Company on demand. The Buyer shall on demand inform the Company of the location of the goods.

9.3. Should the goods be sold to a third party before they have been paid for in full the Buyer shall on demand provide the Company with a copy of the sales invoice or hire or leasing agreement together with details of all monies received. The proportion of the proceeds of such sales which represents the

money due to the Company for the goods, shall belong and be payable to the Company and until such payment is made the proceeds of sale shall be kept in trust by the Buyer on behalf of the Company.

9.4. The Company reserves the right to repossess any Goods in which the Company retains title without notice. The Customer irrevocably authorises the Company to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Company retains title and inspecting the Goods to ensure compliance with the keeping of the goods and identification requirements of sub-clause 9.2.

9.5. The existence of this right does not prejudice the Company's right to maintain action against the Buyer if the Buyer fails to comply with the contract or pay for the goods.

9.6. The Buyer's right to possession of the Goods in which the Company maintains legal and beneficial title shall terminate if;

9.6.1. The Buyer commits or permits any material breach of his obligations under these Conditions;

9.6.2. The Buyer enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with his creditors;

9.6.3. The Buyer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

9.6.4. The Buyer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Buyer, notice of intention to appoint an administrator is given by the Buyer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced.

10. Orders, Cancellation of Orders or Return of Goods

10.1. No order submitted by the Customer shall be deemed to be accepted by the Company unless and until confirmed in writing by the Supplier's authorised representative.

10.2. The specification for the Goods shall be those set out in the Company's sales documentation unless varied expressly in the Buyer's order (if accepted by the Company). Documents issued by the Company are intended as a guide only and shall not be binding.

10.3. The Company reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied a specification, which do not materially affect their quality or performance.

10.4. The Company reserves the right to charge for any losses incurred due to the cancellation of a confirmed order, whether or not completed.

10.5. Goods supplied against a firm order may not be returned before the Buyer has first applied for, and the Company has consented to, the return of the goods in question.

10.6. In the case of a cancelled order a handling charge shall apply at the Company's discretion and at a minimum of 20% of the order value. Goods returned shall be inspected by the Company and any damages shall be reported to the Buyer within 7 days. In the event of damaged returned goods the Company will charge the Buyer the cost of repair at the Company's discretion and deducted from any credit note issued or return of payment.

10.7. Goods supplied against special orders for non-standard equipment will not be accepted for return and credit.

11. Performance

11.1. Performance figures quoted by the Company are based on tests conducted on like equipment and are what can be reasonably expected on production equipment installed and used in the manner intended.

11.2. It is the operator's responsibility to comply with the operating instructions for the equipment concerned in order to obtain the performance figures quoted.

11.3. It is the responsibility of a Buyer re-selling the equipment to a third party to ensure the operating instructions accompany the equipment at point of sale.

11.4. A User's Manual is supplied with the Equipment; before operating the Equipment it is the responsibility of the owner and a competent operator, to read and understand this User's Manual and take all the measures for operate the equipment in a safer manner.

11.5. The equipments made by WOODLANDS (WORCESTERSHIRE) LTD are usually designed for industrial use, and must be operated by technical and qualified personnel. In such countries the use and set up of this equipment can require prior permission of the competent authorities; it is responsibility of the owner verify this issue before activate the equipment.

11.6. On site support - we are prepared to provide qualified engineers to assist with commissioning, training, service and repairs on site or at any other worldwide location on a chargeable basis. Our charge would be based on a daily rate, plus the actual cost of travel and accommodation.

12. Design and Trademark Right

12.1. The Company retain the exclusive rights of the property in the trademark, design, specifications, manuals, brochures, publications and software, if exists. The Buyer shall not make use of any part of that property, other than the intended use in connection with the goods or permit others to do so.

13. Warranty

13.1. For the time period specified in the Limited Standard Warranty, WOODLANDS (WORCESTERSHIRE) LTD or any of its subsidiaries, warrants new engines and electric power generation products sold by it, to be free from defects in material and workmanship. In the unlikely event of faults or defects occurring the Company's limited standard warranty would apply on this equipment: a Limited standard warranty is provided.

13.2. This warranty coverage is applicable to the first end user of the generator set only, and is applicable to generators installed, commissioned, maintained and operated in accordance with the Company's recommendations

13.3. WOODLANDS (WORCESTERSHIRE) LTD will, through its authorized dealers, make good by repair or by the supply of replacement parts, defects which appear in the goods within the period established in the Warranty for the equipment, when such defects are found to be the result of faulty material or workmanship. Labour costs, transportation and related expenses incurred by the others are not included, unless by prior written agreement in each individual case. WOODLANDS (WORCESTERSHIRE) LTD will provide for reasonable and customary labour costs incurred while affecting repairs to engine defects in accordance with the policies and repair times laid down by the engine manufacturer. Please read carefully the conditions of the Limited Standard Warranty.

14. Termination

14.1. Either party may terminate the Contract immediately if the other is in breach of any term of the Contract and fails to remedy such breach (if capable) of remedy within 30 days (or such other reasonable period agreed between the parties having regard to the circumstances of the breach) of having receive written notice of the breach.

14.2. Without prejudice to any sum due and owing to either party at the date of termination either party may terminate the Contract with immediate effect in writing if there has been a material breach by the other party of its obligations under the Contract.

14.3. Either party may terminate the Contract with immediate effect in writing if the other party commits an act of bankruptcy, or makes any composition or arrangement with its creditors, or goes into liquidation whether voluntary or compulsory, or if any order is made or a resolution is passed for the

winding up of the other party, or if it ceases or prepares to cease trading, or if it suffers the appointment of a receiver or administrator of the whole or part of any of its assets.

14.4. The failure of either party to exercise or enforce any right conferred upon it by the Contract shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time(s) thereafter. No waiver of any term or condition of the Contract shall operate as a waiver of another or constitute a continuing waiver.

14.5. Nothing in the Contract shall be deemed to constitute either party as the agent of the other or create a partnership or joint venture between the parties and the Buyer shall have no power to bind the Company or to contract in the name of or create a liability against the Company in any matter whatsoever.

15. Liability for Defects

15.1. The Company's liability does not cover defects caused by circumstances, which arise after the risk has passed to the Buyer.

15.2. The Buyer shall notify the Company in writing of a defect without undue delay after the defect has appeared and in no case later than seven days after the failure has appeared and in any case, before the expiration of the warranty established in the Limited Standard Warranty. The notice shall contain a description of how the defect manifested itself. If the Buyer/users fails to notify the Company in writing within the above time limits, he loses his right to make any claim in respect of the defect.

15.3. If remedy of the defect requires intervention in other equipment than the goods made by the Company, the Buyer shall be responsible for any work or costs caused thereby.

15.4. The Buyer shall bear the increase of costs for remedying a defect which the Company incurs when the equipments are located elsewhere than at the destination stated in the contract or –in no destination has been stated- the place of delivery.

15.5. If the Buyer gives such notice referred to in clause 15.2 and no defect is found for which the Company is liable, the Company shall be entitled to compensation for the work and costs which he has incurred as a result of the notice.

15.6. The Company shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration of the Goods without the Company's approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.

16. Privacy Policy

The data required for the business transaction will be stored for further handling of the order if necessary. All personal data will be treated as confidential. Personal data will only be used in the course of the necessary processing of a commercial application if no separate notices to the contrary are included in such an application. The Buyer acknowledges that:

(a) personal information collected or held by the Company (whether contained in this document or otherwise obtained) is provided and may be held, used and disclosed for the following purposes:

- administering, whether directly or indirectly, the Company's contracts and enforcing the Seller's right there under;
- marketing goods and services provided by the Company;
- ascertaining at any time the Buyer's creditworthiness and obtaining at any time credit reports, character references or credit statements;
- enabling the Buyer to communicate with the Company for any purpose.
- Such personal information is collected by and will be held by the Company whose address for this purpose is at present: Woodlands (Worcestershire) Ltd, Generation House, Vale Business Park, Evesham, Worcestershire, WR11 1GP.

(b) The Buyer has the right (under the conditions established by the law) to obtain access to and to request correction of any personal information concerning it held by the Company, and request the cancellation of this personal information, if is legally due. The Buyer can request this access in the aforementioned address of the Company, indicating expressly in the notice "PRIVACY POLICY".

(c) The Buyer authorises the Company to obtain at any time from any person or entity, any information the Company may require to process and/or accept any application for credit the Buyer may make to the Company or to perform or complete any of the other purposes for which the Buyer has provided personal information to the Seller. The Buyer authorises any such person to release to the Seller any personal information that person holds concerning the Buyer.

(d) If the Buyer fails to provide any information requested by the Company in respect of any application for credit the Buyer may make, the Company may be unable to process such application.

17. Proper Law

17.1. The Company's Terms of Trade shall in every respect be construed in accordance with English Law

17.2. Nothing in these conditions is intended to jeopardise the statutory rights of the Buyer or the statutory rights for final customer as regulated by the European Directives or any consumer protection act. Should such circumstances prevail they should be taken in isolation and will not render the remaining clauses null and void.

17.3. These conditions are intended in good faith and should be read in the spirit of a commercial arrangement, and as is the custom and practise in the industry.

17.4. It is understood and assumed that these trade terms and any performance thereunder shall be subject to all laws and regulations applicable thereto. Each party shall be responsible for complying with all laws and regulations applicable to this terms and its performance hereunder and shall obtain all necessary government approvals and licenses.

18. Litigation

In case litigations may arise, these terms and conditions shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.

19 Anti-Bribery

19.1. The Buyer shall have in place its own policies and procedures to ensure compliance with this Clause.

19.2. The Buyer and Company shall agree to:

19.2.1. Comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

19.2.2. Comply with the Company's Anti-Corruption and Bribery Policy;

19.2.3. Promptly report to the Company any request or demand which if complied with would amount to a breach of the Company's Anti-Corruption and Bribery Policy;

19.2.4. Ensure that any person associated with it who is performing services or providing goods in connection with these conditions does so only on the basis of a written contract.

THESE CONDITIONS OF TRADE SUPERSEDE ALL EARLIER OR UPDATED EDITIONS. More information by request at Woodlands (Worcestershire) Ltd office.