

General Terms and Conditions for Sale of Goods and Services

1. Basis of Contract

1.1. Trotec shall supply and the Customer shall purchase the Goods and/or Services, subject to these Conditions, which supersede any other terms which the Customer purports to apply or which are implied by trade, custom or course of dealing.

1.2. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

1.3. To the extent there is any conflict or inconsistency between:

1.3.1. the Confirmation;

1.3.2. any Supplementary Terms;

1.3.3. these Conditions;

1.3.4. the Limited Warranty;

1.3.5. any documents referred to in these Conditions; and

1.3.6. the Order,

the earlier listed document shall prevail over a latter listed document to the extent of the conflict or inconsistency.

1.4. Trotec supplies Goods to business and trade customers only. For the avoidance of doubt, Trotec does not supply the Goods to consumers and the Customer acknowledges it is not acting in the capacity of a consumer.

2. Advertising and Promotional Material

Any charges, samples, drawings, advertising, promotional material, descriptions, performance figures or technical data, dimensions, samples, illustrations and similar information or documentation contained in Trotec's website, quotations, published price lists, presentations, catalogues, brochures delivered, published or issued by Trotec or any other general correspondence issued by Trotec prior to the supply of the Goods and/or Services are intended merely to present a general introduction to the Goods and Services described and do not form part of the Contract.

3. Orders and Specifications

3.1. Any proposal given by Trotec shall not constitute an offer and is only valid for a period of 90 Business Days from its date of issue, unless otherwise specified in the proposal. Proposals and offers may not be reproduced by the Customer and shall be deemed to be Trotec's Confidential Information.

3.2. The Customer's order is an offer to purchase the Goods and/or Services specified in a proposal, subject to these Conditions. The Customer shall ensure that the terms of any order (including any specification supplied by the Customer) are complete and accurate in all material respects.

3.3. No order for the Goods and Services shall be deemed to be accepted by Trotec unless and until a Confirmation is issued by Trotec (at its discretion) or, if earlier, Trotec delivers the Goods and/or performs the Services.

3.4. Each Order gives rise to a Contract, and each Contract is separate from each other Contract.

3.5. In the event of a conflict between the terms of the Order and these Conditions, the provisions of these Conditions will take precedence.

3.6. Unless otherwise agreed, no Order may be cancelled by the Customer except with Trotec's written agreement and on terms that the Customer shall indemnify Trotec against all Losses incurred by Trotec as a result of the cancellation.

3.7. Trotec reserves the right to make any changes to the Goods and/or Services which are necessary to comply with any applicable Regulations or safety requirement, or which do not materially affect the nature or quality of the Goods and/or Services.

4. Prices and Payment

4.1. Prices specified are valid only for the Goods and/or Services specified in the Confirmation or as otherwise agreed in writing.

4.2. If no price is specified in the Confirmation or otherwise agreed in writing, the price for Goods and Services shall be as set out in Trotec's price list which is available upon request as at the date of delivery of Goods and/or performance of the Services.

4.3. Trotec may charge an increased Price when the cost of supplying the Goods and/or Services increases for any reason which is beyond the reasonable control of Trotec including, but not limited to, Trotec's increased costs of manufacturing, increased costs of duty, carriage, freight, insurance or raw materials, or where the supply of the Goods and/or Services or all other work in progress is varied or delayed due to any of the acts or omissions of the Customer, including a failure to supply information or failure to supply information which is accurate in all material respects, delay in approving drawings and specifications or alteration of requirements or otherwise.

4.4. Unless otherwise stated, prices are exclusive of value added tax (VAT). VAT will be applied and will be shown on the invoice at the applicable rate.

5. Payment

5.1. Time for payment in respect of the Goods and/or Services shall be of the essence and unless otherwise agreed by Trotec in writing, payment shall be made in full and cleared funds to Trotec or its nominee:

5.1.1. within seven (7) days' of the date of delivery for Machine sales subject to third party leasing/financing arrangements;

5.1.2. immediately following invoice for all other Machine sales; and

5.1.3. within thirty (30) days' of the invoice date for all other invoices (including those for the supply of materials and Services).

5.2. Trotec may require certain payment in advance of the supply of Goods and/or performance of Services, such details will be included in the Confirmation. Any payments made in advance are non-refundable.

5.3. The currency of payment in respect of the Goods and/or Services and all other work in progress will be pounds sterling unless otherwise agreed and VAT will be charged in addition at the applicable rate.

5.4. The Customer shall pay Trotec interest on overdue amounts in accordance with the UK Late Payment of Commercial Debts (Interest) Act 1998 accruing on a daily basis until payment is made, after, as well as before, judgment.

5.5. In the event of the Customer's failure to make payments in respect of the Goods and/or Services by the due date for payment, all discounts and bonuses granted to the Customer by Trotec shall cease to apply. Trotec may charge the Customer for any pre-trial costs including without limitation the cost of issuing late payment reminders to the Customer and its legal expenses.

5.6. Payment may not be refused or delayed by reason of any defect in the Goods and/or Services. The Customer shall make all payments under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

5.7. Failure by the Customer to make payments in respect of the Goods and/or Services and all other work in progress by the due date for payment in accordance with this Condition 5 shall entitle Trotec to postpone further supplies of the Goods and /or performance of the Services under the Contract or any other contract with the Customer, or to cancel any such contract with the Customer without penalty and without prejudice to any of Trotec's rights.

5.8. If the supply of the Goods and/or performance of the Services is suspended or terminated for any reason and payment for such Goods is due to Trotec, Trotec may raise an invoice in respect of the Goods delivered and all other work in progress which shall become immediately due and payable by the Customer.

6. Delivery of Goods/Performance of Service

6.1. Delivery shall comprise making available the Goods for unloading (or attempt to deliver the Goods pursuant to Condition 6.5) at the Delivery Location or, if the Customer is to collect the Goods, the collection of the Goods by the Customer or its carrier as specified in the Confirmation or as may be otherwise agreed between the parties. Unless otherwise agreed between the parties in writing, the Customer shall provide, at its expense, adequate and appropriate equipment and manual labour for loading and offloading any Goods.

6.2. The method of delivery shall be as specified in the Confirmation and shall be determined by Trotec in its sole discretion. Where the Confirmation does not stipulate a delivery term, Goods shall be delivered Ex Works [place of Trotec warehouse] (ICC Incoterms 2020).

6.3. If the Customer wishes Trotec to insure specific consignments of Goods the Customer shall specify the full value to be insured when it places an order for such Goods and the premium chargeable for such insurance shall be paid by the Customer.

6.4. Trotec shall endeavour to deliver the Goods and/or perform Services on the date specified in the Confirmation. Unless otherwise stated, dates for delivery and performance are approximate only and the time of delivery and performance is not of the essence.

6.5. If the Customer fails to take delivery of the Goods then the Goods shall be deemed delivered and Trotec may (at its option): (i) store the Goods at the Customer's risk until actual delivery and charge the Customer for the reasonable costs (including insurance) in connection with such storage; or (ii) terminate the Contract without any liability to Trotec.

6.6. Unless otherwise agreed between the parties in writing, Trotec may deliver the Goods in instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6.7. In the case of orders for sheets and/or sections of special size shape gauge or length, all quantities are approximate only and subject to dimensional tolerances. If Trotec delivers up to and including ten percent (10%) more or less than the quantity of such goods ordered the Customer may not reject them, but on receipt of notice from the Customer that a different quantity was delivered, Trotec shall make a pro rata adjustment to the invoice for such goods.

6.8. The Customer shall at all times ensure that appropriate environmental conditions are maintained for the Goods and shall take all reasonable steps to ensure that the Goods are used and handled by or on behalf of the Customer in accordance with Trotec's instructions.

6.9. The Customer shall at all times comply with Trotec's Policies.

7. Risk and Property

7.1. Subject to Condition 11.4, risk of loss or damage to the Goods shall pass to the Customer on delivery in accordance with Condition 7.2.

7.2. Risk shall pass to the Customer at the Delivery Location immediately prior to loading/unloading (as applicable) or as otherwise agreed between the parties in writing.

7.3. Until ownership of the Goods passes to the Customer in accordance with Condition 7.6, the Customer shall: (i) hold the Goods as Trotec's fiduciary bailee; (ii) keep the Goods separate from all other Goods held by the Customer and readily identifiable as the property of Trotec; (iii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (iv) maintain the Goods in satisfactory condition insured for their full price against all risks from the date of delivery (maintaining the proceeds of insurance on trust for Trotec); (v) notify Trotec immediately if it becomes subject to an Insolvency Event; (vi) give Trotec such information relating

to the Goods as Trotec may require; (vii) irrevocably authorise Trotec's employees or other representatives to enter the premises of the Customer where the Goods are stored without notice to recover the Goods and the Customer shall at the request of Trotec procure the right for Trotec, its employees and representatives to enter the premises of any third party where the Goods are stored to recover the Goods.

7.4. In order to verify the Customer's compliance with its obligations and to exercise its rights under these Conditions, employees or agents of Trotec shall be entitled without notice to enter the Customer's premises or such other premises where the Goods are stored. Where the Goods are stored at a premises which is owned by a third party, the Customer shall use all reasonable endeavours to procure entry to such premises by Trotec in order to exercise the right set out in this Condition 7.

7.5. Nothing in this Condition shall give the Customer the right to return Goods to Trotec other than in accordance with Condition 10.

7.6. The Goods shall remain the property of Trotec until Trotec has received full payment of the Price for the Goods. Upon receipt by Trotec of the Price for the Goods from the Customer in cleared funds title shall pass to the Customer.

8. Warranties

8.1. Trotec warrants to the Customer that the Goods will correspond with the Specification in all material respects at the time of delivery.

8.2. Trotec warrants to the Customer that the Services will be performed using reasonable skill and care in accordance with the Specification.

8.3. Trotec shall not be liable under the warranties at Conditions 8.1 and 8.2 or under the Limited Warranty if: (i) the Price for the Goods has not been paid by the due date for payment; or (ii) any defect in the Goods arises as a result of any information, drawing, instruction or specification supplied by the Customer.

9. Limited Warranty of Goods

9.1. Unless otherwise agreed in writing between the parties, Trotec's warranty at Appendix 1 will apply to the Machines (Limited Warranty).

10. Acceptance, Defects and Remedies relating to the Goods

10.1. Upon delivery, the Customer shall inspect the Goods and carry out any testing requirements specified in the Confirmation. The Customer shall accept all the Goods which meet the requirements of Condition 8.1.

10.2. The Customer shall be deemed to have accepted the Goods where: (i) the Customer asks for or agrees to the repair of the Goods; and/or (ii) the Goods are delivered to a third party; and/or (iii) the Customer has not notified Trotec of a defect or error in relation to the Goods in accordance with Condition 10.3 and 10.4; and/or (iv) the Customer has notified Trotec that it accepts the Goods.

10.3. Subject to Condition 10.4, if the defect in respect of the Non-conforming Goods is reasonably apparent on delivery the Customer must provide written notice to Trotec of:

10.3.1. any errors in the quantity of Goods delivered within seven (7) days of delivery, or installation if applicable;

10.3.2. any Non-conforming Goods within seven (7) days of delivery, or installation (if applicable); and

10.3.3. any claims under the Limited Warranty within the Warranty Period.

10.4. Where any defect in respect of Non-conforming Goods is not reasonably apparent on delivery, the Customer must provide written notice to Trotec of the defect within seven (7) days of the date on which the Customer became aware of, or ought reasonably to have become aware of the defect.

10.5. If Trotec confirms to the Customer that it has a valid claim which has been notified to Trotec in accordance with Conditions 10.3 and 10.4, as appropriate, the relevant Goods delivered (if any) shall be

appropriately stored by the Customer free of charge until Trotec shall have had an opportunity to inspect them and thereafter Trotec shall, at its discretion, repair or replace those Goods free of charge, or Trotec shall supply any quantity of Goods which have not been delivered. The Customer shall, in accordance with Trotec's instructions, return any Goods to Trotec at Trotec's cost or make such Goods available for collection by Trotec.

10.6. Subject to paragraph 3.5 of the Limited Warranty, the Contract applies to goods which are repaired or replaced under Condition 10.5 as it applies to the Goods, and Trotec shall acquire all right, title and interest in and to the original Goods to the extent replaced.

10.7. Trotec shall not be liable for the Goods' failure to comply with the requirements of Condition 8.1 in all material respects if:

10.7.1. the Customer makes any further use of such Goods after giving a notice in accordance with Condition 10.3;

10.7.2. the defect arises because the Customer failed to follow Trotec's oral or written recommendations or instructions as to the use, installation, commissioning, application, storage, handling or disposal or maintenance of the Goods (whether before or after delivery) and the Services in sales or technical literature or in response to an enquiry or in any other form ("Recommendations") or (if there are none) good trade practice;

10.7.3. the defect arises as a result of Trotec following any drawing, design or specification supplied by the Customer;

10.7.4. the Customer alters or repairs such Goods without the written consent of Trotec;

10.7.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or

10.7.6. the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

10.8. Any Any replacement goods or parts provided by Trotec in accordance with Condition 10.5: (i) may contain new or Recycled Materials; (ii) shall have the same functionality as the Goods being replaced; and (iii) shall not exhibit any material or manufacturing defects for the remainder of the Warranty Period in respect of the Goods replaced. The dimensions and design of any replacement goods may deviate from the original Goods, provided that such deviations do not materially affect the quality or performance of such goods.

10.9. Without prejudice to any claims the Customer may have under the Limited Warranty, the remedies set forth in this Condition 10 shall be the Customer's sole and exclusive remedy for any Non-conforming Goods supplied by Trotec or failure by Trotec to deliver the Goods and Trotec shall have no further liability to the Customer in respect thereof.

11. Software Licence

11.1. If Trotec develops any software and/or documentation in the supply of the Deliverables to the Customer (including in relation to any configuration of the Software) any and all Intellectual Property Rights developed by or on behalf of Trotec in those software and/or documentation shall vest automatically upon their creation in Trotec.

11.2. Upon delivery of the Goods to the Customer in accordance with the Contract, Trotec grants to the Customer a non-exclusive, non-transferable and royalty-free licence to use any Software solely in connection with the use of the Goods.

11.3. To the extent that Trotec developed any software and/or documentation under Condition 11.1, Trotec grants, subject to the terms of the Contract, the Customer a non-exclusive, revocable and non-transferable right to use such software and/or documentation solely to use and receive the benefit of the Deliverables.

11.4. The Software contains Confidential Information of Trotec (and/or its licensor, where applicable) and the Software and all such Confidential Information are the exclusive property of Trotec (or its licensor, as

appropriate) and the Customer acquires no rights in or to the Software other than those expressly granted in the Contract.

11.5. Save to the extent permitted by Section 50B of the Copyright, Designs and Patents Act 1988 (as may be amended, updated or replaced from time to time), the Customer shall not: (i) copy the whole or any part of the Software; or (ii) decompile, disassemble or reverse compile the whole or any part of the Software from object code into source code.

11.6. Unless otherwise agreed between the parties, the Customer shall not: (i) modify, merge or combine the whole or any part of the Software with any other software or documentation; or (ii) assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Software nor use on behalf of or make available the same to any third party. The Software as modified or merged pursuant to this Condition shall remain subject to these Conditions.

11.7. Trotec does not warrant that the Software will operate uninterrupted or be error free.

11.8. If the Customer fails to make payment for the Goods in accordance with these Conditions or as otherwise agreed in writing between the parties, the parties hereby agree that the licence detailed at Condition 11.2 and 11.3 shall automatically terminate.

12. Limitation of Liability

12.1. The following sets out the entire financial liability of Trotec in respect of the following (each being an “Event of Default”): (i) a breach by Trotec of the Contract; and (ii) a tortious act or omission (including negligence), breach of statutory duty, misrepresentation or misstatement, of Trotec in connection with the Contract.

12.2. Nothing in the Contract shall operate to limit or exclude Trotec’s liability for death or personal injury caused by its negligence, fraud, fraudulent representation or any other liability to the extent it cannot be excluded or limited by law.

12.3. Subject to Condition 12.2 and any specific limitations and exclusions under these Conditions, Trotec’s total liability for all Events of Default arising from or in connection with the Contract shall not exceed an amount equal to the total Price payable to Trotec under the applicable Contract subject to the following:

12.4. Trotec’s liability for Events of Default arising from or in connection with the supply of Goods shall not exceed an amount equal to the higher of (i) the value of the Price payable for the Goods and (ii) one hundred thousand pounds (£100,000); and

12.5. Trotec’s liability for Events of Default arising from or in connection with the performance of the Services shall not exceed an amount equal to the higher of (i) the value of the Price payable for the Services and (ii) one hundred thousand pounds (£100,000).

12.6. All warranties, conditions or terms not set out in the Contract and which would otherwise be implied or incorporated into the Contract by statute, common law or otherwise (other than as to title to the Goods) are hereby excluded except to the extent they may not be excluded or limited by law.

12.7. Nothing in this Contract shall restrict or limit a party’s general obligation at law to mitigate any Loss it may suffer or incur as a result of any event that may give rise to a claim under or in connection with this Contract.

12.8. The Customer acknowledges that the Recommendations are provided in good faith and Trotec’s liability for providing the Recommendations shall be limited in accordance with Condition 12.3.2, provided always that the Customer has (in Trotec’s reasonable opinion) complied with the Recommendations. Subject to Condition 12.2, Trotec shall have no liability for any loss or damage arising from the Customer failing to comply with the Recommendations.

12.9. Subject to Condition 12.2, in no event shall Trotec be liable, whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the Contract for (i) loss of profit; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or

corruption of software, data or information; (vi) loss of damage to goodwill; and/or (vii) any consequential or indirect loss, and regardless of whether the loss or damage would arise in the ordinary course of events, is reasonably foreseeable, is in the contemplation of the parties, or otherwise.

12.10. Trotec shall have no liability to the Customer for Losses which could have been avoided by the Customer undertaking adequate testing of the Goods upon delivery or prior to installation.

12.11. The Customer undertakes that it shall not bring any claim against any individual employee or officer of Trotec in respect of or relating to the Contract.

12.12. The Price of the Goods and all other work in progress is determined on the basis of the exclusions from and limitations of liability contained in these Conditions. The Customer accepts that these exclusions and limitations of liability contained in these Conditions are reasonable because (amongst other matters) the likelihood that otherwise the amount of damages awardable to the Customer against Trotec for certain acts or omissions of Trotec may be disproportionately greater than the price of the Goods and all other work in progress.

12.13. The Customer shall only be entitled to bring a claim against Trotec where the Customer issues legal proceedings against Trotec within the period of six (6) months commencing on the date upon which the Customer ought reasonably to have known of its entitlement to bring a claim.

13. Intellectual Property Rights

13.1. All Intellectual Property Rights arising out of or in connection with the Goods and/or Services shall belong to Trotec (or its licensor) notwithstanding that any specification may have been prepared in whole or in part by or on behalf of the Customer and, to the extent not otherwise owned by Trotec (or its licensor), the Customer hereby assigns all such right, title and interest (including all Intellectual Property Rights) in the Goods and in any specification prepared in whole or in part or on behalf of the Customer to Trotec.

13.2. The Customer warrants that any specification or other information provided by or on its behalf for use by Trotec will not infringe the Intellectual Property Rights or other rights of any third party, and the Customer shall indemnify Trotec from and against all and any Losses suffered or incurred by Trotec (or its affiliates) arising out of or in connection with any such infringement or alleged infringement.

13.3. The Customer shall, promptly at Trotec's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Trotec may from time to time require for the purpose of securing for Trotec the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to Trotec in accordance with Condition 13.1.

14. Termination

14.1. Trotec may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the Customer if: (i) the Customer commits any breach of the Contract and (if capable of remedy) fails to remedy such breach within thirty (30) days after being required by written notice to do so; or (ii) an Insolvency Event occurs in relation to the Customer.

14.2. The Customer may not, without the prior written agreement of Trotec, terminate the Contract (in whole or in part) or make any variations to the Contract (including, without limitation, as to the quantity or type of the Goods and/or Services once Trotec has issued its Confirmation. If any termination or variation is agreed by Trotec, Trotec may vary its prices, timescales and any other terms accordingly and may charge a handling or other fee as it deems appropriate in its sole discretion.

14.3. Upon termination of the Contract for whatever reason:

14.3.1. the Customer's right to receive the Goods and/or Services shall cease automatically with immediate effect;

14.3.2. the Customer shall immediately pay to Trotec all of Trotec's outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has been submitted, Trotec shall submit an invoice, which shall be payable by the Customer immediately on receipt; and

14.3.3. the Customer shall return any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then Trotec may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

14.4. Termination of the Contract does not affect: (i) the rights or liabilities of the parties which have accrued on or before termination; and (ii) the continuance in force of Conditions 7, 8, 10, 11, 12, 13, 15, 21 and 24 which survive termination of the Contract.

15. Indemnity and Insurance

15.1. Except to the extent Trotec may be liable to the Customer under the Contract, the Customer shall indemnify Trotec against all and any Losses incurred by Trotec:

15.1.1. arising in connection with Trotec's use of any information, instructions, specifications, materials or products supplied by the Customer to Trotec in respect of the Goods and/or Services;

15.1.2. toward a third party arising out of or in connection with the Goods supplied by Trotec or their operation or use, or the performance of or use of the Services, and whether arising by reason of the negligence of Trotec or otherwise (including any claims by customers of the Customer and any liability arising due to the use of the Goods for counterfeiting purposes);

15.1.3. as a consequence of the Customer's delay, breach or other failure to perform any of its obligations under the Contract; and/or

15.1.4. as a result of or in connection with any act, failure to act or omission of the Customer which causes Trotec to be in breach or delay or otherwise fail to perform its own obligations under any agreement it has entered into with the Customer in connection with the Goods, the Services, the Contract or otherwise.

15.2. The Customer represents and warrants that it has the types of insurance as are customary for persons and entities in its line of business, with sufficient coverage for its actual and potential liabilities hereunder and shall provide to Trotec with a certificate of such insurance (or equivalent) upon request.

16. Anti-Bribery

16.1. The Customer represents, warrants and undertakes that it shall:

16.1.1. comply with all applicable Regulations relating to anti-corruption, anti-trust, anti-money laundering, anti-bribery (including but not limited to the Bribery Act 2010) or any other criminal laws relating to the activities contemplated by the Contract or any other agreement with Trotec ("Relevant Requirements");

16.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;

16.1.3. have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.

17. Data Protection

17.1. Terms defined in Data Protection Law shall have the same meaning when used in these Conditions.

17.2. References to a law of the European Union include a reference to that law as incorporated into the laws of the United Kingdom at any time after the United Kingdom ceases to be a Member State of the European Union.

17.3. Trotec and the Customer shall each ensure that it shall comply with the provisions and obligations imposed on it by Data Protection Law.

18. Licences and Consents

If any licence or consent of any government or other authority shall be required for the purchase of the Goods the Customer shall obtain such licence and if necessary or so required produce evidence of the same to Trotec on demand.

19. Notices

Any notice required to be given by either party hereunder shall be made in writing (which shall include, for the avoidance of doubt, by e-mail). Where written notice is sent by e-mail, it shall be deemed served at the time the e-mail is delivered, which shall be taken to be when the e-mail is first accessible by the addressee. Where written notice is to be sent by post, it shall be dispatched to a party by first class registered or recorded delivery post at the respective registered office addresses of the relevant party (or another address as notified to each party in writing) as stated in these documents and promptly confirmed by written notice. Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been received on the fifth (5th) Business Day after the day of posting. Any notice sent by fax shall be deemed to have been delivered upon receipt of the hard copy.

20. Force Majeure

Trotec shall have no liability if it is delayed, prevented or hindered in performing its obligations under the Contract due to circumstances beyond its reasonable control including, without limitation, acts of God, breakages of machinery, shortages of materials or utilities, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic or pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

21. Confidentiality

21.1. Each party undertakes to the other in relation to the Confidential Information of the other (i) to keep confidential all Confidential Information; (ii) not to disclose Confidential Information without the other's prior written consent to any other person except those of its employees who have a need to know the Confidential Information; (iii) not to use Confidential Information except for the purposes of performing its obligations under this Contract (and in particular not use Confidential Information to obtain a commercial, trading or any other advantage); and (iv) to keep separate from all other information all Confidential Information in its possession and control.

21.2. The provisions of Condition 21.1 shall not apply to Confidential Information to the extent that it is or was (i) already in the possession of the other free of any duty of confidentiality on the date of its disclosure; (ii) in the public domain other than as a result of a breach of Condition 21.1; or (iii) required to be disclosed pursuant to any law, regulation or the rules of any recognised exchange on which the securities of a party are or are to be listed, or in connection with proceedings before a court of competent jurisdiction or under any court order or for the purpose of receiving legal advice, in each case to the extent and for the purpose of that disclosure.

21.3. Each party acknowledges that Confidential Information is valuable and that damages might not be an adequate remedy for any breach of this Condition 21 and accordingly a party will be entitled, without proof of special damage, to an injunction and other equitable relief for any actual or threatened breach of this Condition

22. Entire Agreement

22.1. The entire agreement between the parties for the supply of the Goods and/or Services consists of: (i) the Confirmation; (ii) any Supplementary Terms; (iii) these Conditions; (iv) the Limited Warranty; (v) any documents referred to in these Conditions or the Confirmation; and (vi) the Order.

22.2. Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. Nothing in this Condition shall operate to exclude or limit the liability of a party for fraudulent misrepresentation.

23. General

23.1. Any member of Trotec's Group of companies may perform any of Trotec's obligations (in whole or in part) or exercise any of its rights (in whole or in part) by itself or through any other member of its Group.

23.2. Any services provided by Trotec to the Customer or the Customer's ultimate client (excluding, for the avoidance of doubt, any of the Services) shall be subject to the Supplementary Terms.

23.3. Except as provided pursuant to and in accordance with Condition 23.7, the Contract is personal to the Customer and the Customer shall not assign or transfer to any other person any of its rights or obligations under the Contract without the prior written consent of Trotec.

23.4. Trotec may assign, transfer or sub-contract all or any of its rights and obligations under the Contract to any other person without the consent of the Customer.

23.5. No failure or delay by Trotec in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by Trotec of any breach of the Contract by the Customer shall be effective unless in writing signed by a duly authorised officer of Trotec and shall not in any event be considered as a waiver of any subsequent breach of the same or any other provision.

23.6. If any provision of these terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected.

23.7. Except as provided by these Conditions, a person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 (as may be amended, updated or replaced from time to time) to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

23.8. The rights of the Customer under the Contract are the Customer's only rights relating to the subject matter of the Contract, and are to the exclusion of any other legal rights other than the right to claim damages for breach of contract which is not otherwise excluded by the Contract.

23.9. The rights and remedies of Trotec provided under the Contract are cumulative and (unless otherwise provided in the terms of the Contract) are not exclusive of any rights or remedies provided by law or in the Contract.

23.10. Except as otherwise provided by these Conditions, the parties will each bear their own costs and expenses incurred in respect of compliance with their obligations under the Contract.

24. Governing Law and Jurisdiction

The Contract is subject to the laws of England and the exclusive jurisdiction of its courts. Nothing in these Conditions shall limit the right of Trotec to, at its discretion, take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

25. Definitions and Interpretation

25.1. In these Conditions, unless the context otherwise requires, the following definitions apply:

“Business Day“	Means Monday to Friday excluding public holidays in England and “Business Days“ shall be construed accordingly;
“Conditions”	Means these General Terms and Conditions for Sale of Goods and Services and any special conditions included in a Confirmation or which may otherwise be agreed in writing between the parties;
“Confidential Information”	Means with respect to the Customer or Trotec, all information and trade secrets relating to its business or customers which come into the possession of the other party pursuant to the Contract, in any form;
“Confirmation”	means the acceptance of an Order issued by Trotec to the Customer;
“Contract”	means an agreement for the supply of Goods and/or Services established between Trotec and the Customer in accordance with these Conditions;
“Customer”	means the Customer identified in the proposal and the Confirmation;
"Data Protection Law"	means all applicable laws and regulations pertaining to the security, confidentiality, protection or privacy of Personal Data, as amended or re-enacted from time to time, including (without limitation and to the extent applicable) the GDPR;
"Defect"	means a manufacturing or material defect in a Machine;
"Deliverables"	means items to be provided by Trotec to the Customer under the Contract which shall consist of the Goods and the Software.
“Delivery Location(s)”	means such location (or locations) for the delivery of the Goods (which may, for the avoidance of doubt include the collection point where a carrier is collecting the Goods) as is specified in the Confirmation, or such other location as the parties may agree in writing;
“Event of Default”	has the meaning given in Condition 12.1;
“Good Industry Practice”	means in relation to any undertaking in any circumstances, the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person in the same or similar circumstances;
"GDPR"	means the European General Data Protection Regulation, namely Regulation (EU) 2016/679;
“Goods”	means the goods, which may include Machines (including any components or parts) or materials, identified in a Confirmation;
“Group”	means, in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company with each of “subsidiary” and “holding company” having the meaning given to them under section 1159 of the Companies Act 2006;
“Insolvency Event”	means each and any of the following in relation to the Customer or Trotec (in each case, the “Relevant Party”): (a) any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to: (i) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Relevant Party; (ii) the appointment of a liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of the Relevant Party or any of its assets; (iii) the enforcement of any security over any assets of the Relevant Party; or (iv) the attachment, sequestration, distraining upon or execution over or

	affecting any material asset of the Relevant Party, which in any case is not withdrawn or dismissed as soon as reasonably practicable;
"Intellectual Property Rights"	means any and all patents, trade marks, business names, copyright, moral rights, database rights, rights in designs, rights in inventions, and any and all other intellectual property rights, whether or not registered or capable of registration and whether subsisting anywhere in the world and including all applications and rights to apply for any of them together with all or any associated goodwill;
"Limited Warranty"	means the warranty detailed in Appendix 1;
"Limited Warranty Period"	has the meaning given in Appendix 1;
"Loss"	means all loss, damage, claims, cost and expense;
"Machines"	means any machine, replacement parts and consumables supplied by Trotec;
"Non-conforming Goods"	means Goods which do not comply with Condition 8.1;
"Non-confirming Services"	means Services which do not comply with Condition 8.2;
"Order"	means an order, for the purchase of the Goods and/or Services submitted by the Customer and accepted by Trotec in accordance with Conditions 3.3;
"Personal Data"	means the personal data made available by or on behalf of the Customer to Trotec for the purposes of the Contract, obtained by Trotec in connection with the Contract, during the course of supplying the Goods, or generated in the course of providing the Services (if applicable) that is processed by Trotec on behalf of the Customer in accordance with the Contract, as further described in the Data Processing Details;
"Price"	means the price of the Goods and/or Services (stated in Trotec's price list (as published or otherwise notified by Trotec to the Customer in relation to the Goods, which may be amended by Trotec from time to time) or as may otherwise be agreed in writing between the Customer and Trotec and any other sums due and payable under the Contract;
"Recycled Materials"	means parts or Goods that are used or reconditioned and are not new;
"Regulations"	means all legislation, and all rules or regulations of any kind, including orders, instructions or directions of a competent authority, and all related official guidance, whether enacted or enforced by any competent authority with whose decision or determination it is Good Industry Practice to comply;
"Services"	means such technical or other ancillary services to be performed by Trotec under the Contract (if applicable) as agreed in the Confirmation or otherwise in writing;
"Software"	means any software incorporated into the Goods or downloaded by the Customer according to Trotec's manuals;
"Specification"	means the specification of the Goods and/or Services referred to in a Confirmation or otherwise identified by Trotec in writing;
"Supplementary Terms"	means any additional terms and conditions applicable to the Goods and/or the Services, which are referred to or set out in a Confirmation or which are provided to the Customer by Trotec;
"Trotec"	means Trotec Laser Limited, a company incorporated and registered in England and Wales under company number 06034809 whose registered VAT number is 921881321 and whose registered office is at 9 Didcot Way, Boldon Business Park, Boldon Colliery, England, NE35 9PD, and any of its subsidiaries being the supplier of the Goods and/or the Services under the Contract;
"Trotec Personnel"	means a licenced Trotec distributor, representative or service technician or any Trotec employee;

"Trotec's Policies"	means such policies as Trotec may require the Customer to comply with from time to time;
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and
"Warranty Period"	has the meaning set out in the Limited Warranty.

25.2. References to: (i) a statutory provision includes a reference to any modification, consolidation or re-enactment or replacement of the provision from time to time in force and all subordinate instruments, orders or regulations made under it; (ii) "includes" or "including" shall be construed without limitation to the generality of the preceding words; (iii) "writing" means a method of reproducing words in a legible and non-transitory form, including e-mail; (iv) "indemnify" means to indemnify on demand and hold harmless on an after tax basis; (v) the singular includes the plural and vice versa; (vi) one gender includes all genders; (vii) any document (including the Contract) shall be construed as a reference to that document as amended from time to time.

25.3. Condition headings do not affect their interpretation.

Appendix 1 – Limited Warranty

1. Introduction

1.1. Unless otherwise agreed in writing between the parties, and subject to the remaining provisions of this Appendix 1, Trotec warrants that Machines shall be free of Defects (the "Limited Warranty") for the periods specified in sections 2.2 and 2.3 (the "Limited Warranty Period").

1.2. The Limited Warranty is given solely by Trotec to the Customer, and is not transferrable unless otherwise expressly agreed by Trotec.

2. Start and Duration of Limited Warranty

2.1. The Limited Warranty shall commence on the date of invoice of the applicable Machine.

2.2. 2.2 Unless otherwise agreed in writing between the parties, Trotec will provide the Limited Warranty on the Machines for the following period of time for the specified parts outlined in the Annex to this Appendix 1.

2.3. 2.3 The Limited Warranty Period in this section only extends past the first 12 months following a full service of the machine by Trotec, within the first 12 months of invoice.

3. Scope of Limited Warranty

3.1. Defects that occur within the Limited Warranty Period shall be remedied by Trotec by replacement of the defective parts. Such replacement parts can be sent to the Customer by way of a regular delivery service at no charge to the Customer. If the Customer wishes such replacement parts to be sent to the Customer by way of an expedited delivery service, the Customer will be liable for the costs of such expedited delivery service.

3.2. In the event of a Defect that cannot be repaired by the replacement of a defective part, Trotec may (at its sole discretion) choose to replace the defective Machine.

3.3. The Limited Warranty only applies to the parts specified in section 2.2.

3.4. The Limited Warranty does not cover any incidental costs (including travel) arising in connection with the provision of replacement parts or Machines; such costs are to be borne by the Customer

3.5. If Trotec replaces a defective part or replaces a defective Machine, it does not extend the Customer's Limited Warranty Period.

3.6. Exchanged parts and/or Machines become Trotec's property.

4. Making a Claim under the Limited Warranty

4.1. Customer should inform Trotec or a Trotec authorised sales/service partner of a Defect in writing within seven (7) days of installation or the details of a latent Defect in writing within 7 days of discovery.

5. Conditions of the Limited Warranty

5.1. The Limited Warranty is conditional upon the satisfaction of the following terms:

5.1.1. the technical pre-conditions set out in the Machine operating manual must have been fulfilled before installation of the applicable Machine;

5.1.2. the applicable Machine must have been brought into service by Trotec Personnel – if applicable;

5.1.3. the applicable Machine must not have been moved from the place it was brought into service to a new location without Trotec's consent;

5.1.4. the Customer must have had induction training provided by Trotec Personnel;

5.1.5. the applicable Machine must have been used in conformity with the Specification and all oral or written instructions as to the installation, commissioning, use or maintenance of the Machines and

use of suitable accessories, applications or operating material (including but not limited to instructions included in the instruction manual) provided by Trotec;

5.1.6. the applicable Machine have been operated by the Customer in the environment specified by Trotec in its operational manual provided to the Customer; and

5.1.7. the applicable Machine must not have been serviced, repaired or altered by anyone other than Trotec Personnel without Trotec's consent.

5.1.8. Trotec shall not be liable under the Limited Warranty if the terms set out in section 5.1 are not satisfied.

6. Exclusions of Limited Warranty

6.1. The Limited Warranty does not apply to:

6.1.1. any wear and tear parts, including but not limited to bearings, optic elements and cutting tables;

6.1.2. defects that are attributable to improper use of the Machines;

6.1.3. optics parts if the Defect is attributable to inadequate or incorrect cleaning (e.g. if it was scratched during cleaning);

6.1.4. defects that are attributable to software errors, bugs, viruses or the like;

6.1.5. defects that are attributable to external influences, including but not limited to those related to transport, power surges, damage to the Machine surface or internal parts, weathering or other natural phenomena;

6.1.6. any services including but not limited to software upgrades, updates, added functionality or recommissioning;

6.1.7. any consumables;

6.1.8. claims that do not follow the procedure set out in section 4; and

6.1.9. claims that are made outside the Limited Warranty Period.



Annex – Product Warranty Periods

Item	Warranty Period	Items Covered	Restrictions
Laser Machine Unit			
"Speedy" Series , "Rayjet 50" and "SP" Series	12 months. Extendable to 24 months	Housing, control electronics, motors, power supplies, motion system belts, pulleys and bearings	Initial warranty 12 months extendable to 24 months with the purchase of full maintenance service from authorised Trotec service engineer
"Q", "R" and "Rayjet U" Series	12 months.	Housing, control electronics, motors, power supplies, motion system belts, pulleys and bearings	
SpeedMarker series	12 months. Extendable to 24 months	Housing, control electronics, motors, power supplies, Integrated PC	Initial warranty 12 months extendable to 24 months with the purchase of full maintenance service from authorised Trotec service engineer.
Laser Source			
"RF" type	12 months. Extendable to 24 months	Laser source unit with integrated electronics	Automatic extension when machine service is purchased
"DC" type	12 months.	Laser source unit.	
"SpeedMarker" Fibre laser	12 months. Extendable to 24 months	Laser source unit with integrated electronics	Automatic extension when machine service is purchased
"Rayjet U" Fibre laser	12 months.	Laser source unit with integrated electronics	
Ancillary Equipment			
Extractors "Atmos, "Atmos Cube", Atmos Nano", Vent (OTA) "Bofa all types	12 months.	Housing, control electronics, motors, power supplies, motion system belts, pulleys and bearings	Filters fitted within the unit are supplied with no warranty
Water Cooling Units "Chiller"	12 months.	Housing, control electronics, pumps motors.	