

Hydraulic specialists - stronger together

Page 1 of 8

Terms and Conditions - Supply of Goods/Services/Engineering Works

UK and European Laws govern all transaction of sales for CFP Hydraulic Systems Ltd and their clients. By accepting goods and services from CFP Hydraulic Systems Ltd or its agents, all clients accept and will adhere to these Terms & Conditions of Sale. Terms and conditions may vary from time to time. Clients may request a copy of terms and conditions in writing and these documents shall govern all terms of Sales for goods and services. Title for all goods and services remains with the Supplier until the invoice(s) and account(s) are settled in full. The supplier will allocate funds as they see fit for all monies paid to its clients account. These conditions are supplemental to any other condition applicable to the contract and in the event of any inconsistency these conditions shall prevail unless objection is notified to CFP Hydraulic Systems Limited in writing not more than three days after the date of receipt of any order acknowledgement sent.

General

1.1 CFP Hydraulic Systems Ltd Terms and Conditions of Sale apply to all orders placed and are not subject to change or amendment without prior agreement in writing from a director of CFP Hydraulic Systems Ltd. CFP Hydraulic Systems Ltd reserves the right to withdraw or amend any offer or amend any details of the Quotation.

1.2 The right is reserved by CFP Hydraulic Systems Ltd to correct typographical and clerical errors.

Payment for Goods and Services

2.1 All quotations are exclusive of VAT.

2.2 Settlement for goods or services may be made by payment with order, bankers draft, cheque or direct bank transfer (subject to approval and regular review). All other arrangements will be agreed in writing by a director of CFP Hydraulic Systems Ltd. Payment is to be made in sterling unless otherwise agreed in writing by a director.

2.3 Unless otherwise agreed in writing, credit accounts must be settled within 30 days from date of invoice. Failure to comply will result in suspension of credit facility and all services until such time as the overdue account is cleared. All engineering services will also automatically be suspended during any period where monies on the account are overdue.

2.4 Late payment will incur a monthly charge of 8% above the base rate set by The Bank of England. Interest will accrue on a daily basis until settlement is made in full.

2.5 Where payment is made by cheque, CFP Hydraulic Systems Ltd shall not be deemed to have received payment until its bankers have cleared the cheque.

2.6 Notwithstanding the foregoing, risk in the products pass to the client on delivery, except where the clients requires a special method of shipment, in which case risk shall pass to the customer when the products leave CFP Hydraulic Systems Ltd's premises. Title will however still remain with CFP Hydraulic Systems Ltd until the monies are cleared and full and free access to retrieve any and all goods is given without further notice.

2.7 CFP Hydraulic Systems Ltd may give estimate as to costs but reserves the right to vary the quoted price of the works by upward additions without prior notice in accordance with the market conditions and required works at the date of actual supply and the purchaser shall pay such additions in addition to the quoted price. Price Lists do not constitute an offer.

2.8 Default in payment shall entitle CFP Hydraulic Systems Ltd to suspend deliveries or cancel undelivered items in any outstanding orders and to take proceedings for the collection of

Hydraulic specialists - stronger together

Page 2 of 8

outstanding amounts, without prejudice to any subsequent claim for non - fulfillment of the contract.

New Customers

3.1 First orders are accepted on cash with order basis. This requires cash, bankers draft, direct bank transfer or a cheque received and cleared. An application for a credit account can be made after your initial order has been processed and accepted.

3.2 All credit terms of settlement quoted are subject to satisfactory references being furnished to the company.

Carriage and Delivery

4.1 All prices quoted are Ex-works and are exclusive of carriage charges unless specifically stated in writing in the Quotation. Where carriage charges are included in the Quotation they are exclusive of storage, craneage, off loading, documentation, local taxes and legislation charges. Delivery times will be quoted based on manufacturer's specifications. CFP Hydraulic Systems Ltd will take no responsibility for late delivery of goods or loss/damage in transit unless expressly agreed in writing prior to order confirmation.

4.2 Standard delivery is charged at carriers standard rates.

4.3 Designated A.M. deliveries can be arranged if required and are priced upon total consignment weight, please call for pricing prior to placing order.

4.4 Deliveries outside of our standard working hours will be upon request and subject to pricing agreed at the time of order.

4.5 Delivery times quoted are to date from receipt of a written order to proceed and of all Necessary information to enable the work to be put in hand. Such times are to be treated merely as estimates not involving any contractual obligation, unless the company has specifically contracted otherwise in writing, and any such contract shall be subject to the company not being delayed by instructions or lack of instructions, or by industrial dispute, or by any cause whatsoever beyond the reasonable control of CFP Hydraulic Systems Ltd.

Customer Delayed Delivery

5.1 CFP Hydraulic Systems Ltd reserves the right to charge reasonable storage and insurance costs in the event that the customer requests delays to the delivery date.

5.2 CFP Hydraulic Systems Ltd reserves the right to invoice the full amount of the order on the date that the goods were to have been delivered prior to the request for delayed delivery.

Ordering

6.1 Orders are only accepted via fax, post and email, and must always bear a valid purchase order number.

6.2 Orders reaching us by 3:30pm Monday to Friday will be processed the next working day although this is not guaranteed.

6.3 Any provisions of the customer's order which conflict with, or are in addition to our General terms of Business or any special terms shall be excluded.

Contracts of supply

7.1 Any disputes are to be raised in writing and will be governed by UK and European law.

Returned Goods

Hydraulic specialists - stronger together

Page 3 of 8

8.1 CFP Hydraulic Systems Ltd will not accept goods for credit or rectification unless a written request is received within 21 days of delivery and such return has been authorised by a director, and the goods are received by CFP Hydraulic Systems Ltd in stock condition, with original packaging, and CFP Hydraulic Systems Ltd reserves the right at its sole discretion whether to accept the return of the goods or whether to rectify the goods or whether to issue a credit note in respect thereof. CFP Hydraulic Systems Ltd reserves the right to charge a restocking fee on goods returned for credit, which are not in stock condition. Whilst at the customers premises the goods shall be stored in a clean dust free environment.

8.2 The purchaser shall unless otherwise stated be responsible for the cost of outward and return carriage and insurance of all goods returned by the purchaser to CFP Hydraulic Systems Ltd for service or credit which goods shall be at the risk of the purchaser until actual receipt of the goods by CFP Hydraulic Systems Ltd. The onus of proof of safe delivery shall rest with the purchaser.

8.3 All items returned to CFP Hydraulic Systems Ltd by pre-arrangement and found to contain no fault, will be subject to a 25% restocking charge, provided the goods are in original stock condition. Any downward variation of this restocking charge shall be at the sole discretion of CFP Hydraulic Systems Ltd.

8.4 A Service charge will be applicable if No Fault Found with returned components calculated on current hourly charge out rate. No credit shall be allowed for goods until they have been received complete. A Full Credit will only be given on items returned within 30 Days from Purchase. If a credit is to be given, the original carriage charge will not be refunded or credited.

8.5 All power units are built to order and returns will not be accepted for any reason unless authorised in writing by a director of CFP Hydraulic Systems Ltd.

8.6 Owing to the obligations place upon it, CFP Hydraulic Systems Ltd reserves the right not to accept liability for deficiencies, damaged or faulty goods, or errors in dispatch, unless intimation by letter, telegram, email or facsimile is given to the carriers used and to CFP Hydraulic Systems Ltd within three days from receipt of the consignment. Neither can it accept any claim for loss of goods advised but not delivered unless notice is given to CFP Hydraulic Systems Ltd and to the carrier within 21 days of the date of the advice note, or in the case of exported goods, within a reasonable time from the date of shipment to the discretion of CFP Hydraulic Systems Ltd.

8.7 Any accepted returns may be subject to a 25% handling charge.

8.8 Any cost incurred i.e. carriage to return goods onto the manufacturer and handling charges will be charged to the customer.

Completion Date of Works

9.1 CFP Hydraulic Systems Ltd will use its best endeavours to comply with the date named for completion of works which date is given and intended as estimate only and is not to be the essence of contract. If owing to non -availability of the goods or any other causes beyond CFP Hydraulic Systems Ltd's control, CFP Hydraulic Systems Ltd shall be unable to effect works hereunder it shall be at liberty to determine the contract or part thereof by giving notice either verbally or in writing to the purchaser.

9.2 The purchaser has a responsibility to formally, in writing, accept or decline an estimate given by CFP Hydraulic Systems Ltd for the repair, overhaul or refurbishment of equipments sent for estimate purposes. This must be done within 30 days of receipt of the estimate. After which time,

Hydraulic specialists - stronger together

Page 4 of 8

CFP Hydraulic Systems Ltd may dispose of, in any way it decides, those equipments to recoup any reasonable outlay it has made in providing the estimate.

Engineering Services On & Off Site

10.1 When requesting use of our installation or time and material based engineering services, a date and time will be given as to when an engineer can be expected to arrive at your premises.

10.2 All timings indicated by our staff should be used as a guide only, as engineers may be delayed or may have to perform contractual obligations prior to your visit.

10.3 Our standard working hours are 08.30 to 17.00 Monday to Thursday, 08.30 to 1600 Friday (excluding bank holidays and manufacturer training days).

10.4 All standard terms of Sale for goods also govern terms of Sale for engineering works undertaken in whatever format they may be.

10.5 Customers goods and materials are accepted for processing at the CFP Hydraulic Systems Ltd works at the customers own risk. Whilst CFP Hydraulic Systems Ltd will endeavour to carry out the instructions of the customer, all goods are accepted, treated, processed and stored entirely at the risk of the customer and no liability is to be incurred by CFP Hydraulic Systems Ltd, nor can any guarantee or other undertaking be given or implied in respect of any omission of CFP Hydraulic Systems Ltd in relation to such goods for the treatment, processing or storage of the same, other than replacement of the raw materials.

Design Services

11.1 All designs of power units are based upon purchaser's specified requirements for the operational use within their specified environment.

11.2 Units will be designed according to current technical innovations.

11.3 Designs will incorporate any specific features CFP Hydraulic Systems Ltd deem appropriate to ensure safe working and to comply with current regulations.

11.4 All designs remain the sole property of CFP Hydraulic Systems Ltd and may be reproduced for other applications unless agreed in writing by a director of CFP Hydraulic Systems Ltd.

11.5 Any defect in operation or unsuitability for purpose of any system that is found to be the result of incorrect information supplied, or specific requirements of the purchaser to CFP Hydraulic Systems Ltd by the purchaser is the sole responsibility of the purchaser.

11.6 Any defect in operation or unsuitability for purpose of any system that is found to be the result of CFP Hydraulic Systems Ltd design team will be rectified by CFP Hydraulic Systems Ltd at its earliest convenience.

Design Variation

12.1 Whilst CFP Hydraulic Systems Ltd makes every effort to ensure that the goods supplied correspond to in every effect with the sample, specification or description provided as the case may be, CFP Hydraulic Systems Ltd is not responsible for the minor variations in specification in colour or other design features, and no such minor variation shall entitle the purchaser to rescind the contracts or shall be the subject of any claim against CFP Hydraulic Systems Ltd by the purchaser.

System Supply

13.1 All products of CFP Hydraulic Systems Ltd are subject to inspection before dispatch to ensure that the conditions on the appropriate specification have been met. Unless otherwise laid down in.

Hydraulic specialists - stronger together

Page 5 of 8

the specification or contract, if any defect or failure in the goods supplied becomes apparent under proper use within such period after dispatch as CFP Hydraulic Systems Ltd considers reasonable and the goods are returned carriage paid (unless otherwise agreed), CFP Hydraulic Systems Ltd will either supply replacement goods, or at its option, repair the original goods free of charge, provided CFP Hydraulic Systems Ltd is satisfied that the defect or failure is due solely to bad workmanship or the use of faulty materials.

13.2 Any performance figures given by CFP Hydraulic Systems Ltd are based upon past experience of supplied goods and systems. No liability will, however be accepted if these figures are not obtained unless the specification to which CFP Hydraulic Systems Ltd is working lays down such figures or unless CFP Hydraulic Systems Ltd has made a specific guarantee in writing and all orders are accepted on the understanding that the customer assumes responsibility for ensuring that the goods are suitable for his or her purpose.

13.3 No responsibility is accepted by CFP Hydraulic Systems Ltd for any loss or damage, direct or consequential, or of any accident arising from any defect or failure in goods supplied by CFP Hydraulic Systems Ltd.

Goods Supply

14.1 In the case of any goods supplied by but not manufactured by CFP Hydraulic Systems Ltd, the customer is entitled only to such benefits as CFP Hydraulic Systems Ltd may receive under any guarantee given to it in respect thereof by the manufacturer.

14.2 The provisions contained in paragraphs 8 to 11 are in lieu of and exclude all other warranties, conditions and liabilities, expressed or implied, whether under common law statute or otherwise in relation to goods supplied by CFP Hydraulic Systems Ltd and no variation to these provisions shall be binding on it unless confirmed in writing by one or more of its Directors.

14.3 Drums, cases, packaging etc. will be supplied in accordance with the relevant quotation, unless explicitly requested by customers in writing.

Claims

15.1 No liability for any claim for damage or non-functionality shall be accepted unless the purchaser notifies CFP Hydraulic Systems Ltd in writing within seven days of delivery. This period may be extended at the sole discretion of CFP Hydraulic Systems Ltd where the manufacturer's replacement policy extends the deadline.

15.2 No liability for any claim for missing items such as manuals, etc shall be accepted unless the purchaser notifies CFP Hydraulic Systems Ltd in writing within seven days of delivery.

15.3 No liability for any claim will be accepted in the case of goods differing in quantity or descriptions from the purchaser given on the delivery note unless CFP Hydraulic Systems Ltd is notified in writing by the purchaser within seven days of delivery and the onus is on the purchaser to prove any shortage.

15.4 In the case of active third party on-site Group contracts, the purchaser accepts an obligation to use the services of the contracted third party to resolve any claims.

15.5 In the case of manufacturers who operate direct product support and returns procedures, the purchaser accepts an obligation to process their claim directly through the manufacturer.

Information

Hydraulic specialists - stronger together

Page 6 of 8

16.1 All information given by CFP Hydraulic Systems Ltd staff or its representatives in the form of a quotation, invoice, engineering works sheet or in whatever medium that it may have been given, is only as a guide. Clients must seek manufacturer's advice to ensure that the goods they are ordering are suitable to complete the tasks for which they are purchased. Technical specifications may vary from time to time.

16.2 CFP Hydraulic Systems Ltd will not be liable in any way or form for items sold in agreement to a client's purchase order if the client then decides the items are not sufficient to be acceptable to complete the tasks for which the client has purchased them.

16.3 Terms for engineering services are deemed to act in accordance and in addition to the terms of Sale. Please ask for Terms and Conditions regarding our supply of engineering services.

Validity

17.1 Quotations are valid for 30 days from issue based on the specifications supplied and confirmed. Orders placed after the validity period may be subject to change.

17.2 At any time after the due date for payment from the purchaser to CFP Hydraulic Systems Ltd, and so long as such amounts have not been received by CFP Hydraulic Systems Ltd in full, CFP Hydraulic Systems Ltd at the purchaser's expense shall have the right to enter the purchasers premises and remove there from all the goods which remain the property of CFP Hydraulic Systems Ltd.

Property and Risk

18.1 For so long as any amounts remain owing from the purchaser to CFP Hydraulic Systems Ltd (whether immediately due or not) title to the property of the goods shall remain in CFP Hydraulic Systems Ltd and ownership will not pass to the purchaser until CFP Hydraulic Systems Ltd has received payment in full for all goods, labour and design. In the event of the purchaser reselling the goods, if CFP Hydraulic Systems Ltd has not received all amounts owing to it the purchaser shall account to CFP Hydraulic Systems Ltd for the proceeds of any such sale and meanwhile will hold all proceeds of such sale of such goods upon trust of CFP Hydraulic Systems Ltd until CFP Hydraulic Systems Ltd have received such amounts in full.

18.2 Until the date of payment, the purchaser, if the company so desires, shall be required to store the material in such a way that it is clearly the property of CFP Hydraulic Systems Ltd. CFP Hydraulic Systems Ltd and the purchaser agree that if the purchaser should make new objects from the material, mix the material with another object, or if the material in any way whatsoever becomes a constituent of another object, CFP Hydraulic Systems Ltd will be given the ownership of these new objects as surety of the full payment of what the purchaser owes to CFP Hydraulic Systems Ltd. To this end, CFP Hydraulic Systems Ltd and the purchaser now agree that the ownership of the articles in question, whether finished or not, are to be transferred to CFP Hydraulic Systems Ltd and that this transfer of ownership will be considered to have taken place through and at the moment of the single operation or event by which the material is converted into a new object or objects, or is mixed with or becomes a constituent of another object or objects. Until the moment of full payment of all sums owed by the purchaser to CFP Hydraulic Systems Ltd, the purchaser shall keep the objects in question for CFP Hydraulic Systems Ltd in his or her capacity of fiduciary owner and if required shall store these objects in such a way that they can be recognised as such. Nevertheless, the purchaser shall be entitled to sell these objects to a third

Hydraulic specialists - stronger together

Page 7 of 8

party within the framework of the normal carrying on of his or her business and to deliver them on the condition that if CFP Hydraulic Systems Ltd so requires the purchaser, as long as he has not fully discharged his debt to CFP Hydraulic Systems Ltd shall hand over to CFP Hydraulic Systems Ltd, the claims he has against the buyer arising from this transaction.

Guarantee

19.1 The purchaser shall, unless otherwise, in writing, be responsible for all carriage, telephone, postal and other incidental charges incurred during the guarantee period.

Consequential Loss

20.1 The extent of CFP Hydraulic Systems Ltd liability on the purchaser for any default or breach whatsoever and howsoever arising shall in no case exceed the invoice value of the goods and CFP Hydraulic Systems Ltd shall in no circumstances whatsoever be liable to the purchaser in respect of any loss or damage whether suffered by the purchaser or any customer of the purchaser and whether direct, indirect, consequential, or however else arising. CFP Hydraulic Systems Ltd will not be responsible for any data loss howsoever arising.

Liquidated Damages

21.1 CFP Hydraulic Systems Ltd will not accept any liquidated damages in any form whatsoever.

Consequential Damages

22.1 CFP Hydraulic Systems Ltd will not accept any direct costs, consequential costs or third party costs in any form whatsoever.

Warranty

23.1 CFP Hydraulic Systems Ltd will at its discretion make good any defect to the product based on manufacturers warranty which

is the fault of material or workmanship within the Warranty period as long as goods have been used in accordance with the operating and maintenance manuals. Warranty period is based on manufacturer's specifications from the date of supply.

Force Majeure

24.1 CFP Hydraulic Systems Ltd will not be liable for its failure to perform due to unforeseen circumstances or causes beyond CFP

Hydraulic Systems Ltd's reasonable control. In the event of force majeure, CFP Hydraulic Systems Ltd's performance will be extended for a period equal to the duration of the delay. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond CFP Hydraulic Systems Ltd's reasonable control:

Act of God, explosion, flood, tempest, fire or accident, war, sabotage, insurrection, civil disturbance or requisitions, acts, resolutions, regulations, by-laws, prohibitions or measure of any kind on the part of any governmental parliamentary or local authority, strikes, lock-outs or other industrial actions or trade disputes, difficulties in obtaining raw materials, labour, fuel, parts or machinery, power failure or breakdown in machinery.

Limitation of Liability

25.1 CFP Hydraulic Systems Ltd will repair or, at its discretion, replace or credit the customer with the invoice value of any products found to be defective or faulty. In all circumstances whatsoever

Hydraulic specialists - stronger together

Page 8 of 8

the liability of CFP Hydraulic Systems Ltd in respect of any failure to comply with the contract, or other breach of duty shall be limited to such repair, replacement or credit. This shall be at the discretion of CFP Hydraulic Systems Ltd and no third party advice will be taken on this matter.

Law and Jurisdiction

26.1 The contract shall be constructed in accordance with and governed by English and European law and the English courts shall have exclusive jurisdiction over any matter arising out of the contract.

26.2 If any of these terms is found to be unenforceable in English Law then all terms will be enforced to their ultimate limit as to restrict the clients working relationship with CFP Hydraulic Systems Ltd. 11.

Cancellation and Variation

27.1 After acceptance of the Customer's order no cancellation or variation will be accepted without the written consent of the Company and upon such terms as the Company in its sole discretion specifies.

27.2 All deposits paid are non refundable.

Revised July 2023