

## TERMS AND CONDITIONS

### LEE FILTERS ("The Seller") CONDITIONS OF SALE

1. APPLICATION: These conditions apply to all sales of goods by the Seller to any purchaser ("The Buyer") and shall prevail over and apply to the exclusion of any terms or conditions contained or referred to in the Buyer's order or in correspondence or elsewhere implied by trade custom practice or course of dealing unless specifically agreed in writing by a director or other authorised representative of the Seller and any purported provisions to the contrary are hereby excluded or extinguished.

### 2. QUOTATIONS AND ACCEPTANCE

(A) A quotation by the Seller does not constitute an offer and may be withdrawn or revised at any time prior to the Seller's acceptance of the Buyer's order.  
(B) The Seller's acceptance of the Buyer's order shall be effective only when such acceptance is made on the Seller's printed Order Acceptance form duly countersigned by an authorised representative of the Seller.

### 3. PRICES

(A) The prices payable for the goods shall be those contained in the Seller's list prices therefore current at the time of despatch. The Seller shall have the right at any time to withdraw any discount from its normal prices and or revise prices to take into account increases in costs including (without limitation) costs of any goods materials carriage labour or overheads the increase or imposition of any tax duty or other levy and any variation in exchange rates.  
(B) Unless otherwise specified VAT and any other tax or duties payable by the Buyer shall be added to their price.

### 4. TERMS OF PAYMENT Subject (where appropriate) to Condition 7

(A) Payment of invoices shall unless otherwise agreed in writing be made in full without any deduction or set-off within 30 days of the date of invoice.  
(B) Any extension of credit allowed to the Buyer may be changed or withdrawn at any time  
(C) Interest shall be payable on overdue accounts at the rate of 1% over Bank PLC base rate to run from the due date for payment thereof until receipt by the Seller of the full amount whether or not after judgement.

### 5. DELIVERY

(A) Delivery dates mentioned in any quotation acknowledgement of order or elsewhere are approximate only and not of any contractual effect and the Seller shall not be under any liability to the Buyer in respect of any failure to deliver on any particular date or dates.  
(B) Deliver shall be at the Seller's premises unless otherwise or agreed by the Seller. The Seller will charge for delivery other than at its premises.  
(C) If the Buyer refuses or fails to take delivery of goods tendered in accordance with the contract the Seller shall be entitled to immediate payment in full for the goods so tendered. The Seller shall be entitled to store at the risk of the Buyer any goods of which the Buyer refuses or fails to take delivery and the Buyer shall in addition to the purchase price pay all costs of such storage and any additional costs incurred as a result of such refusal or failure. The Seller shall be entitled after the expiration of 3 months from the date upon which the price became payable to dispose of the goods in such manner as the Seller may determine.

### 6. RISK Subject (where appropriate) to Condition 7 risk shall pass on delivery.

### 7. EXPORT SALES

(A) In any case where goods are sold CIP or FOB or on the basis of other international trade term the meaning of such term contained in incoterms as revised from time to time shall apply except where inconsistent with any of the provisions contained in these Conditions  
(B) Unless otherwise agreed the price of the goods shall be secured by an irrevocable letter of credit satisfactory to the Seller established by the Buyer in favour of the Seller immediately upon receipt of the Seller's acknowledgement of order and confirmed by a United Kingdom bank acceptable to the Seller. The letter of credit shall be for the contract price inclusive of any tax or duty payable by the Buyer and shall be valid for at least 6 months or such longer period as shall have established by the Seller for delivery. The Seller shall be entitled to payment on presentation to such United Kingdom Bank of the documents specified by the Seller or as herein stipulated.  
(C) Should the Buyer fail when requested by the Seller and within the time specified by the Seller to take any action necessary on its part for delivery and/or shipment of the goods then:-  
(i) the Seller shall be entitled by way of delivery to store the goods in a warehouse at the expense and risk of the Buyer;  
(ii) the price shall become immediately payable;  
(iii) if payment is secured by letter of credit the Seller shall be entitled to payment on presentation of the copy sales invoice and the warehouse receipt; and  
(iv) the Seller shall be entitled after the expiration of 3 months from the date upon which the price became payable to dispose of the goods in such manner as the Seller may determine without accounting to the Buyer therefor (D) Section 32(2) of the Sale of Goods Act 1979 shall not apply. The Seller shall not be required to give the Buyer the notice specified in Section 32(3) of that Act.  
D) The Buyer represents that it is not, nor for purposes of sales of the Goods is it an agent, business partner, or representative of, or supplier to, any person or entity that is (a) located in a country or region which is the subject of comprehensive trade sanctions, as administered by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC") (Iran, Syria, North Korea, Cuba, or the Crimea Region of Ukraine), or as provided under applicable laws of the EU or England and Wales, (b) listed on OFAC's List of Specially Designated Nationals and Blocked Persons, or the EU's Consolidated Financial Sanctions List or the UK's Consolidated List of Financial Sanctions Targets in the UK relating to Asset Freeze Targets (together "the SDN Lists"), (c) listed on OFAC's Sectoral Sanctions Identifications List or as provided under applicable laws of the EU or England and Wales (including but not limited to the persons or entities listed in EU Council Regulation 833/2014 or the UK Consolidated List of Financial Sanctions Targets in the UK relating to Investment Ban Targets) (together, the "SSI Lists"), or (d) that is owned or controlled by any person or entity listed on the SDN or SSI Lists.

### 8. TITLE

(A) Title to the goods shall not pass to the Buyer until payment in full of the price therefor. Until such payment the Buyer shall have possession of the goods as bailee for the Seller and shall store the goods in such a way as to enable them to be identified as the property of the Seller, provided that if the Buyer is purchasing the goods for re-sale the Buyer may in the ordinary course of its business sell and deliver the goods to a third party on condition that until such payment as aforesaid (and where requested so to do so by the Seller) the Buyer shall hold all proceeds of such sales in trust for the Seller and in a separate account. The Buyer hereby undertakes forthwith upon being so requested by the Seller to assign to the Seller all rights and claims which the Buyer may have against its customers arising from such sales until payment is made in full as aforesaid.  
(B) The Seller reserves the right to repossess or take possession of any goods in respect of which payment is overdue and thereafter to re-sell the same and for this purpose the Buyer hereby grants an irrevocable right and licence to the Seller's servants and agents to enter upon all or any of its premises with or without vehicles during business hours. This right shall constitute to subsist notwithstanding the termination of the contract for any reason and is without prejudice to any accrued rights of the Seller or otherwise.

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9. VARIATIONS The Seller shall be deemed to have fulfilled its contractual obligations in respect of any delivery though the quantity may be up to 10% more or less than the quantity specified in the contract and in such event the Buyer shall pay for the actual quantity delivered.

#### 10. THIRD PARTY RIGHTS

(A) The Buyer shall indemnify the Seller against any and all liabilities claims and costs incurred by or made against the Seller as a direct or indirect result of the carrying out of any work required to be done on or to the goods in accordance with the requirements or specifications of the Buyer involving any infringement or alleged infringement of any rights of any third party

(B) The Seller shall have no liability to the Buyer in the event of the goods infringing or being alleged to infringe the rights of any third party. In the event that the goods are or may be the subject of patent copyright registered design trade mark or other right of any third party the Seller shall be obliged to transfer to the Buyer only such title as the Seller may have.

11. SPECIFICATIONS Unless expressly agreed in writing by the Seller of drawings, designs, specifications and particulars of weights and dimensions submitted by the Seller are approximate only and the Seller shall have no liability in respect of any deviation therefrom. The Seller accepts no responsibility for any errors omissions or other defects in any drawings, designs or specifications not prepared by the Seller and the Seller shall be indemnified by the Buyer against any and all liabilities and expenses incurred by the Seller arising therefrom.

#### 12. LIABILITY

(A) The Seller shall not be liable to the Buyer:-

(i) for shortages in quantity delivered unless the Buyer notifies the Seller of any claim for short delivery within 7 days of receipt of the goods.

(ii) for damage to or loss of the goods or any part thereof in transit (where the goods are carried out by the Seller's own transport or by carrier on behalf of the Seller) unless the Buyer shall notify the Seller of any such claim within 7 days of receipt of the goods or the scheduled date of delivery whichever shall be the earlier.

(iii) for defects in the goods caused by any act, neglect or default of the Buyer or of any third party

(iv) for other defects in the goods unless notified to the Seller within 1 month of receipt of the goods by the Buyer or where the defect would not be apparent on reasonable inspection within 12 months of delivery

(B) The Seller may at its option make good any shortage or non-delivery and/or as appropriate replace or repair any goods found to be damaged or defective

(C) The Seller's aggregate liability to the Buyer where for negligence breach of contract misrepresentation or otherwise shall in no circumstances exceed the cost of the defective, damaged or undelivered goods determined by net price invoiced to the Buyer in respect for any occurrence or series of occurrences.

(D) The Seller's prices are determined on the basis of the limits of liability set out in this Condition. The Buyer may by written notice to the Seller request the Seller to agree a higher limit of liability provided insurance cover can be obtained therefor. The Seller shall effect insurance up to such limit and the Buyer shall pay on demand the amount of any and all premiums. The Buyer shall disclose such information as the Insurers shall require. In no case shall the Buyer be entitled to recover from the Seller more than the amount received from the Insurers.

(E) Subject to the foregoing all conditions warranties and representation expressed or implied by statute common law or otherwise in relation to the goods are hereby excluded and the Seller shall be under no liability to the Buyer for any loss damage or injury direct or indirect resulting from defective material faulty workmanship or otherwise howsoever arising and whether or not caused by the negligence of the Seller it's employees or agent SAVE THAT the Seller shall accept liability for death or personal injury caused by the neglect of the Seller.

#### 13. PACKAGING

(A) The Buyer shall meet the cost of any special packaging requested by the Buyer or any packaging rendered necessary by delivery by any means other than the Seller's normal means of delivery.

(B) The Seller shall be entitled to invoice the Buyer for the cost of all pallets and other returnable packaging materials unless the same are returned to the Seller in good condition carriage paid within 30 days of the date of delivery.

14. LICENCES AND CONSENTS If any licence or consent of any government or other authority shall be required for the acquisition, carriage or use of the goods by the Buyer the Buyer shall obtain the same at its own expense and if necessary produce evidence of the same to the Seller on demand. Failure to do so shall not entitle the Buyer to withhold or delay payment of the price. Any additional expenses or charges incurred by the Seller resulting from such failure shall be for the Buyer's account.

#### 15. FORCE MAJEURE

(A) The Seller shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or indirect result of the supply of goods by the Seller being prevented hindered delayed or rendered uneconomic by reason of circumstances or events beyond the Seller's reasonable control including but not limited to Act of God war riot strike lock-out trade dispute or labour disturbance accident break-down of plant or machinery fire flood storm difficulty or increased expense in obtaining workmen materials or transport or other circumstances affecting the supply of the goods or of raw materials therefor by the Seller's normal source of supply or the manufacturer of the goods by the Seller's normal means or the delivery of the goods by the Seller's normal route or means of delivery.

(B) If due to such events or circumstances the Seller has insufficient stocks to meet all its commitments the Seller may apportion available stocks between its customers at its sole discretion.

16. INSOLVENCY AND DEFAULT If the Buyer enters into a deed or arrangement or commits an act of bankruptcy or compounds with his creditors or if a receiving order is made against him or if (being a company) an order is made or a resolution is passed for the winding up of the Buyer (otherwise than for the purpose of amalgamation or reconstruction) or if a receiver is appointed of any of the Buyer's assets or undertaking or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or if the Buyer takes or suffers any similar or analogous action in consequence of debt or commits any breach of this or any other contract between the Seller and the Buyer the Seller may without prejudice to any of its other rights stop any goods in transit and/or suspend further deliveries and/or determine the rights of the Buyer under Condition 8 and/or by notice in writing to the Buyer determine the contract.

17. WAIVER Failure by the Seller to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

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## 18. PRIVACY STATEMENT

(A) For the purposes of the Contract, “**Data Protection Legislation**” means:

- (i) the Data Protection Act 2018;
  - (ii) unless and until the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK; and then
  - (iii) any successor legislation to the GDPR or the Data Protection Act 2018,
- and “**data controller**”, “**data processor**”, “**personal data**” and “**data subject**” shall each have the meanings as defined in the Data Protection Legislation.

(B) If the Seller processes any personal data on behalf of the Buyer when performing its obligations under these terms, the parties acknowledge and agree that the Buyer will be the data controller and the Seller will be the data processor for the purposes of the Data Protection Legislation. The Seller may process personal data on behalf of the Buyer including names and email addresses in order to fulfil its obligations under these terms. The Seller will only process such personal data for as long as is necessary to comply with its obligations under these terms.

(C) Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition 18 is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation.

(D) Without prejudice to the generality of Condition 18(B), the Buyer will ensure that it has all necessary and appropriate consents and notices in place to enable lawful transfer of the personal data to the Seller for the duration and purposes of the Contract.

(E) Without prejudice to the generality of Condition 18(B), the Seller shall, in relation to any personal data processed in connection with the performance by it of its obligations under these terms:

- (i) process that personal data only on the Buyer’s written instructions unless the Seller is required by the laws of any member of the European Union or by the laws of the European Union applicable to it to process personal data (“**Applicable Laws**”). Where the Seller is relying on laws of a member of the European Union or European Union law as the basis for processing personal data, it shall notify the Buyer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Seller from so notifying the Buyer;
- (ii) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (iii) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- (iv) assist the Buyer, at the Buyer’s cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (v) notify the Buyer without undue delay on becoming aware of a personal data breach;
- (vi) at the Buyer’s written direction, delete or return personal data and copies thereof to the Buyer on termination of the Contract unless required by Applicable Law to store the personal data; and
- (vii) maintain complete and accurate records and information to demonstrate its compliance with this Condition 18.

(F) The Buyer consents to the Seller appointing third-party processors of personal data under the Contract, provided that the Seller notifies the Buyer of the identity of any such third-party processors prior to their appointment and of any intended changes concerning the addition or replacement of any such third-party processors. The Seller confirms that it has entered or (as the case may be) will enter with any third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this Condition 18. As between the Seller and the Buyer, the Seller shall remain fully liable for all acts or omissions of any third-party processor appointed by it.

(G) The Buyer consents to the Seller transferring personal data outside of the European Economic Area for the purposes of these terms.

(H) The Seller may at any time revise this Condition 18 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.

(I) The Buyer shall defend, indemnify and hold the Seller harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with its failure to comply with this Condition 18.

19. **NOTICES** Any notice hereunder shall be deemed to have been duly given if sent by prepaid first class post telex or telegraph to the party concerned at its last known address. Notices sent by first class post shall be deemed to have been given seven days after despatch and notices sent by telex or telegraph shall be deemed to have been given on the date of despatch.

20. **GOVERNING LAW** The contract shall be governed by and construed in all respects in accordance with the Laws of England and the parties hereby submit to the jurisdiction of the English Courts

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