

# RESCO PRODUCTS (UK) LTD

## TERMS AND CONDITIONS OF SALE

### 1. BUYER'S AND SELLER'S ACCEPTANCE OF TERMS AND CONDITIONS

The terms and conditions of this agreement (this "Agreement") shall supersede any provisions, terms or conditions contained in any purchase order or other writing which the Buyer may give or receive, and the rights of the parties shall be governed exclusively by the terms and conditions hereof. Seller's acceptance of Buyer's order for the products described herein is expressly made conditional on assent by Buyer to all terms and conditions herein expressed, and either Buyer's failure to object in writing within seven (7) days from the date hereof, or Buyer's acceptance of all or any part of said products, whichever first occurs, shall be deemed to constitute such assent.

All terms and conditions of this Agreement are fully set forth herein and shall constitute the whole agreement between Seller and Buyer; and no agent, employee, representative or other party is authorized to bind the Seller by any agreement or warranty not expressed herein. No additions to or modifications of the terms and conditions hereof shall be effective unless reduced to writing and signed by an officer of the Seller.

An order for Goods from the Buyer (the "Order") constitutes an offer by the Buyer to purchase the Goods in accordance with this Agreement. The Buyer is responsible for ensuring that the terms of any order and any applicable specification are complete and accurate.

The Order shall only be deemed to be accepted when the Seller issues a written acceptance of the Order, at which point this Agreement shall come into existence.

The Agreement constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Seller which is not set out in this Agreement.

Any samples, drawings, descriptive matter, or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of this Agreement or have any contractual force.

A quotation for the Goods given by the Seller shall not constitute an offer.

The Seller reserves the right to amend any order or specification relating to the Goods if required by any applicable statutory or regulatory requirements.

### 2. PRICES

- A. **SUBJECT TO CHANGE** - Price at time of shipment will apply. The Seller reserves the right to correct any obvious typographical or clerical errors in prices or specifications contained in this Agreement.
- B. **F.O.B. POINT** - Unless otherwise stated, all prices are F.O.B. shipping point.
- C. **TAXES** - All prices stated in this Agreement are subject to and excluding VAT, any present or future tax or other governmental charge payable by Seller upon the production processing, sale, shipment and/or use of the products herein specified imposed by national, federal, state, or municipal authority, or international government authority, and such additional tax or other governmental charge shall be added to the price herein stated and shall be paid by the Buyer. Any intangible or documentary stamp tax or other charges payable by the Seller upon this Agreement or any additional agreement between the Buyer and Seller imposed by the Federal, state, municipal, or international governmental authority shall also be added to the price herein stated and shall be paid by the Buyer. The Buyer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable on the supply of the Goods.
- D. **PACKAGING** - All prices are based on shipment in full standard Seller's domestic/export packages. If specialized packaging is required, it will be quoted as a separate line item.
- E. **PAYMENT TERMS** - All terms and payments are net 30 days from invoice date unless otherwise specified. Amounts outstanding for more than the quoted terms shall bear interest at the rate of 4% above the base rate of Barclays Bank Plc from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.
- F. **ADDITIONAL CHARGES:** Seller may impose additional charges to buyer, if legal action is necessary to recover past due invoice amounts; these charges may include all cost of suit, reasonable legal and collection agency fees and service charges.

The Seller may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond the Seller's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or any specification; or
- (c) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.

The Buyer shall pay all amounts due under this Agreement in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

The Buyer shall pay any costs and charges (including, without limitation, all cost of suit, reasonable legal and collection agency fees and service charges) incurred by the Seller if legal action is necessary to recover any payments due from the Buyer.

The Buyer will pay a surcharge that will be added to all freight charges that are prepaid by the Seller or its agent.

### 3. DELIVERY

The Seller will make every reasonable effort to complete delivery as near the time intended as possible, but in no event will the Seller be held responsible for delays in performance resulting in whole or in part from any causes beyond the reasonable control of the Seller including, but not limited to, acts of God, fire, accident, strikes, or other differences with employees, breakdown of machinery or equipment, war, riot, or other civil disturbances, explosion, embargo, delays, losses or damages in transportation, shortages of labor or materials, delays in shipment or receiving of materials from suppliers, or acts of civil or military authority. The Seller shall be excused from making deliveries to the extent the time of completion of delivery of the product herein described for a period equal to the time of such interference. If delivery of any special item or items is delayed by Buyer for more than 30 days after completion, Seller may invoice for such items and hold Buyer's disposition for a reasonable period of time. Buyer shall make payment for such special items within 30 days from the date of invoice.

### 4. TRANSPORTATION

- A. **F.O.B. POINT** - Since all prices are F.O.B. shipping point, all orders will be shipped on a freight collect basis via carriers offering the best combination known to Seller of availability, service, and rates. Any freight rates quoted are from reliable sources, but cannot be guarantees as to correctness or nonescalation.
- B. **DAMAGE OR LOSS IN TRANSIT** - Upon the Seller's delivery of the product described herein to a carrier shipment to Buyer, the risk of loss shifts to Buyer, and any damage or loss in transit is the responsibility of the Buyer. Seller assumes no liability for failure or delay in delivery due to carrier breakdowns or any cause beyond its control.
- C. **NOTICE OF CLAIM** - Any claim on account of short count or for any other cause shall be deemed as waived by Buyer unless made within thirty (30) days from date of delivery of products to which claim relates.

### 5. PREPAID AND ADD FREIGHT CHARGES

A surcharge will be added to all freight charges that are prepaid by Seller and added to an invoice.

### 6. OWNERSHIP OF SPECIAL ITEMS

Payment of the Seller's charges for tool, dies, jigs, fixtures, and/or equipment necessary for the production of this order will not convey ownership to Buyer and such items shall remain the property of Seller.

### 7. GOVERNING LAW

This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales. Each of Buyer and Seller irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

### 8. TECHNICAL ADVICE

Any technical advice provided by Seller is furnished solely as an accommodation to Buyer; and Seller assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's sole risk.

### 9. RETURN OF SHIPMENT AND/OR "LEFTOVERS"

No returns whatsoever may be made by Buyer until Seller's representative has inspected products to be returned and has authorized in writing the terms and conditions for the specific return. The return shipment will be made on freight prepaid basis at the Buyer's expense. There will be no provision for return of non-stock items. Stock items returned must be received in a resalable condition within 60 days after original shipment. A minimum of 30% restocking charge will be made on all items accepted for restocking.

### 10. WARRANTY

Seller warrants that the products sold pursuant to this Agreement shall conform to the description thereof that appears on the face hereof. SELLER MAKES NO EXPRESS WARRANTIES EXCEPT AS SET OUT HEREIN AND MAKES NO IMPLIED WARRANTY THAT ITS PRODUCTS ARE FIT FOR ANY PARTICULAR PURPOSE NOR ANY IMPLIED WARRANTY OF MERCHANTABILITY WITH RESPECT TO SUCH PRODUCTS. Seller expressly disclaims all oral warranties and all other warranties. Seller specifically, but not by way of limitation, does not warrant the accuracy or sufficiency of any advice or recommendations given to buyer in connection with the sale of goods.

In lieu of all other remedies for breach of any warranty, or for any other alleged failure of the Seller arising out of the sale, delivery, nondelivery or use of the products described herein, said products will be replaced or repaired F.O.B. point of origin or at the option of the Seller, the purchase price will be refunded, but the Seller shall not be required to make any remedy whatsoever available unless Seller is notified of any alleged nonconformity or other alleged failure within thirty (30) days after the date of delivery, or in the case of nondelivery, within thirty (30) days after the date fixed for delivery.

No claims of any kind, including but not limited to incidental, consequential, contingent, negligent, or punitive damages, will be honored for an amount which is greater than the purchase price of the products with respect to which damages are claimed and any right of the Buyer to consequential or incidental damages of any nature, howsoever arising, is

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specifically excluded. In no event regarding any claim arising from or relating to this Agreement will Seller have any liability if Buyer fails to follow the written instructions—including but not limited to drying schedules and MSDS's—for the product.

The Seller shall not be liable for Goods' failure to comply with the terms of this clause 10 in any of the following events:

- a) the Buyer makes any further use of such Goods after giving notice in accordance with this clause 10;
- b) the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- c) the defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer;
- d) the Buyer alters or repairs such Goods without the written consent of the Seller;
- e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- f) the Goods differ from any agreed specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from this Agreement.

The terms in this Agreement shall apply to any repaired or replacement Goods supplied by the Seller.

The Buyer confirms that except as provided for in this Agreement they have not relied on any representation, warranty, assurance, covenants, indemnity, undertaking or commitment which is not contained in this Agreement.

### 11. CREDIT APPROVAL

Shipments and deliveries shall, at all times, be subject to the approval of the Seller's credit department. If the Buyer should fail to pay according to the terms appearing on this Agreement, or, if in the opinion of the Seller, the financial responsibility of the Buyer at any time hereafter should become impaired, the Seller reserves the right, without prejudice to any claims for damages Seller may be entitled to make, to defer shipments or deliveries hereunder or under any other contract with Buyer, except upon receipt of satisfactory security or cash before shipment.

### 12. CANCELLATION OF ORDER

If Buyer requests cancellation of order, and order is for items normally stocked, cancellation charges will be limited to actual in and out freight incurred and a minimum of 30% of sales prices for restocking charge if order has been readied for shipment and/or shipped.

If order is for special non-stock items, cancellation charges will consist of actual in and out freight charges incurred and the full sales price less value to Seller, if any. Orders canceled in process of manufacture will be valued at the lesser of full sales price or pro-rata of percent complete less salvage value to Seller, if any.

### 13. PARAGRAPH TITLES

The paragraph titles appearing in this Agreement are included only for convenience and are not to be construed as a part hereof or a modification of the scope of the particular paragraph to which they relate.

### 14. ALLOWABLE OVERAGES

**A. BRICK**-In the case of refractory brick and shapes, Seller reserves the right to ship and invoice additional quantities in accordance with the following, with the pieces being the quantity ordered, and the percentage being the overage allowance:

1-100 pieces, 10%; 101-1,000 pieces, 7%; 1,001-5,000 pieces, 3%; over 5,000 pieces, 1%.

**B. Castables**-In the case of refractory castables, Seller reserves the right to ship and invoice additional quantities in accordance with the following, with the weight being the quantity ordered, and the percentage being the overage allowance:

1-550 kilos, 100%; 551-10,000 kilos, 10%; over 10,000 kilos, 3%.

### 15. INSTALLATION METHOD

Under no circumstance will the Seller be held responsible for choice of installation method, choice of installer, competency of installer, or quality of installation. At times, Seller may provide an on-site observer before or during installation, but only to the extent that the observer is there to offer product information such as, but not limited to, water content or mixing time requirements.

Seller assumes no liability with regard to quality of installation of Seller's product.

### 16. RESALE OR TRANSFER OF GOODS

If Buyer resells or otherwise transfers any goods sold under this Agreement, Buyer must provide the purchaser or transferee with these Terms and Conditions and the sale or transfer must be expressly made subject to these Terms and Conditions, including the Warranty and Default provisions.

### 17. INDEMNITY

17.1 In this clause, a reference to the Seller shall include the Seller's subsidiaries, parent company and the subsidiaries of such parent company, and the provisions of this clause shall be for the benefit of the Seller and each such subsidiary and parent company, and shall be enforceable by each such subsidiary and parent company, in addition to the Seller namely Resco Products (UK) Limited.

17.2 The Buyer shall indemnify the Seller against all liabilities, costs, expenses, damages and losses including any direct or indirect consequential losses, loss of profit, loss of

reputation and all interest, penalties and legal and other (reasonable) professional costs and expenses, in respect of each claim suffered or incurred by the Seller arising out of or in connection with:

- a) any breach of this Agreement by the Buyer.
- b) the Buyer breach or negligent performance or non-performance of this Agreement.
- c) any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with any actual or alleged infringement of a third party's intellectual property rights caused by the Buyer.
- d) any claim made against the Seller by a third party arising out of or in connection with the provisions of supply of the goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Buyer, its employees, agents or sub-contractors.
- e) any claim made against the Seller by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Buyer, its employees, agents or sub-contractors.
- f) any claim made against the Seller for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller use of the specification provided by the Buyer for the Goods.

17.3 This indemnity shall apply whether or not the Seller has been negligent or at fault.

17.4 If any third party makes a claim, or notifies its intention to make a claim against either of the parties which may reasonably be considered likely to give rise to a liability under this indemnity (a "Relevant Claim") the parties shall :-

- a) as soon as reasonably practicable, give notice of the Relevant Claim to the other party specifying the nature of the Relevant Claim in reasonable detail,
- b) not make any admission of liability, agreement or compromise in relation to the Relevant Claim without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed) provided that either party may settle the Relevant Claim after giving prior written notice of the terms of settlement (to the extent legally possible) to the other party but without obtaining the other party's consent, if a party reasonably believes that failure to settle the Relevant Claim would be prejudicial to it in any material respect
- c) Give the other party and its professional advisers access at reasonable times (on reasonable time notice) to its premises and its offices, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of that party so as to enable the other party and its professional advisers to examine them and to take copies at the expense of that party for the purpose of assessing the Relevant Claim.

### 18. TITLE AND RISK

18.1 The risk in the Goods shall pass to the Buyer on completion of delivery. The Buyer will ensure that the Goods are adequately insured for all appropriate risks from the time of delivery.

18.2 Title to the Goods shall not pass to the Buyer until the Seller receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Seller has supplied to the Buyer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

18.3 Until title to the Goods has passed to the Buyer, the Buyer shall:

- a) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;
- b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- d) notify the Seller immediately if it becomes subject to any of the events listed in clause 19.2; and
- e) give the Seller such information relating to the Goods as the Seller may require from time to time.

18.4 Subject to clause 18.5, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Goods. However, if the Buyer resells the Goods before that time:

- a) it does so as principal and not as the Seller's agent; and
- b) title to the Goods shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.

18.5 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 19.2, then, without limiting any other right or remedy the Seller may have:

- a) the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- b) the Seller may at any time:
  - i require the Buyer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
  - ii if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

### 19. TERMINATION AND SUSPENSION

19.1 If the Buyer becomes subject to any of the events listed in clause 19.2, the Seller may terminate this Agreement with immediate effect by giving written notice to the Buyer.

19.2 For the purposes of clause 19.1, the relevant events are:

- a) the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- b) the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Buyer is a company) where these events take place for the sole purpose of a scheme for a

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solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;

- c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
  - d) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;
  - e) (being a company) the holder of a qualifying floating charge over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
  - f) a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
  - g) (being an individual) the Buyer is the subject of a bankruptcy petition or order;
  - h) a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - i) any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 19.2(a) to clause 19.2(f) (inclusive);
  - j) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
  - k) the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under this Agreement has been placed in jeopardy; and
  - l) (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- 19.3 Without limiting its other rights or remedies, the Seller may suspend provision of the Goods under this Agreement or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in clause 19.2(a) to clause 19.2(l), or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Agreement on the due date for payment.
- 19.4 On termination of this Agreement for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest.
- 19.5 Termination of this Agreement, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 19.6 Clauses which expressly or by implication survive termination of this Agreement shall continue in full force and effect.

### 20. LIMITATION OF LIABILITY

- 20.1 Nothing in this Agreement shall limit or exclude the Seller's liability for:
- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - b) fraud or fraudulent misrepresentation;
  - c) any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability.
- 20.2 Subject to clause 20.1:
- a) the Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement; and
  - b) the Seller's total liability to the Buyer in respect of all other losses arising under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed [100]% of the price of the Goods.
- 20.3 Under no circumstance will the Seller be held responsible for choice of installation method, choice of installer, competency of installer, or quality of installation. At times, the Seller may provide an on-site observer before or during installation, but only to the extent that the observer is there to offer product information such as, but not limited to, water content or mixing time requirements.
- 20.4 The Seller assumes no liability with regard to quality of installation of Seller's product.

### 21. MEDIATION

Subject to the other terms of this Agreement, if any dispute arises in connection with this Agreement, the Buyer and the Seller will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Seller and the Buyer, the "Mediator" will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR Notice) to the other party to the dispute requesting a mediation. A copy of that request should be sent to CEDR. The mediation will start no later than twenty eight days after the date of the ADR Notice. Except as otherwise provided by this Agreement, no party may commence any Court proceedings or arbitration in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

The Seller may issue and pursue any proceedings in Court or otherwise in connection with any claim relating to non-payment or retention of title terms without pursuing mediation in accordance with CEDR or otherwise.

The Seller and the Buyer can seek injunctive relief without pursuing mediation in accordance with CEDR or otherwise.

### 22. GENERAL

Assignment: The Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this Agreement. The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement without the prior written consent of the Seller.

Updated: August 2015

Severance: If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement. If one party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

Waiver: A waiver of any right or remedy under this Agreement or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

Third party rights: A person who is not a party to this Agreement shall not have any rights to enforce its terms.

Variation: Except as set out in this Agreement, no variation of this Agreement, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Seller.

### 23. DEFINITIONS

In this Agreement the following definitions shall apply:

Buyer: the person or firm who purchases the Goods from the Seller.

Seller: RESCO PRODUCTS (UK) LIMITED (registered in England and Wales with company number 1712326)

Goods: the goods and products (or any part of them) acquired or to be acquired by the Buyer from the Seller.