

AVERY WEIGH-TRONIX GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (“Terms”) shall apply to the sale of all consumables and for any work undertaken on Equipment which is not subject to a valid Service Agreement or, if applicable, chargeable under a valid Service Agreement.

In these Terms the “Company” shall mean ITW Limited, trading as Avery Weigh-Tronix. Our principle place of business for correspondence is Foundry Lane, Smethwick, West Midlands, B66 2LP, England. Our registered office is at Admiral House, St Leonards Road, Windsor, Berkshire, SL4 3BL, England. Brecknell, Central Weighing, Exactrak, GSE and Railweight are all parts of Avery Weigh-Tronix. Registered in England and Wales under number 559693.

Quotations are available upon request to the Company by the Customer. Each sale of goods or piece of work undertaken to which these Terms apply shall be considered to be a separate contract (“Contract”).

1. ACCEPTANCE AND DURATION OF QUOTATION

Unless otherwise agreed in writing the Quotation is valid for acceptance either verbally or in writing within thirty (30) days from the date of the Quotation and, where applicable, subject to the terms, as detailed below.

2. CANCELLATION

(a) The Company may cancel the Contract upon 14 days written notice to the Customer.

(b) If the Customer shall make any default or commit any breach of any of its obligations under the terms of the Contract, or if any distress or execution shall be levied upon the Customer, its property or assets, or receiver or administrative receiver be appointed or if any administration, bankruptcy, liquidation petition or similar shall be made against the Customer, the Company may terminate the Contract upon 7 days written notice.

(c) Upon cancellation of the Contract, the Company is relieved from all obligations hereunder and the Customer is obliged to pay any sums due.

(d) The Company reserves the right to invoice for the value of materials ordered and/or delivered and labour, if completion of the Work is delayed owing to circumstances beyond the control of the Company. Upon written notice, the Company may suspend performance of the Contract and, by further written notice, the Company may terminate the Contract.

3. PRICE

(a) The quoted price is exclusive of VAT which shall be paid by the Customer at the rate in force at the date of the invoice and in the manner for the time being prescribed by law.

(b) The Contract is subject to the availability of labour, materials and equipment and to any variation in prices and/or delivery notified by our suppliers. It assumes that the repair (the “Work”) will be carried out during the normal working hours. The Company reserves the right to make an additional charge if Work is undertaken outside of these normal working hours.

(c) The Contract is based upon the information given to the Company at the time of the Customer’s enquiry. The Company reserves the right to make an additional charge for labour and/or materials if subsequently:-

- (i) the layout or requirements of the Work are changed, or if spare parts or other materials, in addition to those allowed for, have to be renewed or replaced.

(ii) after the date of Quotation there is the making or amendment of any law or of any order, regulation or by-law having the force of law that shall affect the performance of the Company’s obligations under the Contract.

4. PAYMENT

(a) Invoices are payable by the Customer within 30 days of the invoice date unless otherwise agreed in writing.

(b) In the event of non-payment of any amount payable by the Customer to the Company under the Contract the Company reserves the right, without prejudice to any other right, to claim interest which will accrue from the date on which payment is due at the rate of 8% per annum above National Westminster Bank PLC’s base rate of interest applicable throughout the period of non-payment.

(c) The Company reserve the right to charge the Customer a minimum administration fee of £40.00 in the event of payment of the amount payable not being made in accordance with clause 4 (a)

5. LIABILITIES & INDEMNITIES

The Company will indemnify the Customer against direct damage or injury to the Customer’s property or person to the extent that this is caused solely and directly by the negligent acts or omissions of the Company, its sub-contractors or agents whilst performing the Contract, but not otherwise, by making good such damage to property or compensating personal injury. Provided that:

(a) The Company does not accept liability for delay however it arises.

(b) Except where the Customer deals with us as a consumer, and subject to this clause 5 our total liability for damage to the Customer’s property (including damage caused by our breach of contract, tort, negligence or breach of statutory duty) shall not exceed the greater of (i) the Contract Price or (ii) £100,000, in respect of any claim or series of claims arising out of one incident and £500,000 in the aggregate in respect of all claims whether arising from one incident or more than one incident under this Contract.

(c) We shall not be liable to the Customer for any loss of profit or of contracts or special, consequential or indirect loss, goodwill or other intangible property (including without limitation any loss of or spoiling of data) or, loss or use, or save of aforesaid, for any loss or damage of any kind whatsoever and whether caused by our breach of contract, tort, breach of statutory duty or otherwise howsoever, and subject to clause 5(b) and save where the Customer deals with us as a consumer, the Customer shall indemnify us against any liability, loss, damage, costs, fees or expenses suffered by us as a result of any claim or action brought by any third party in respect of any damage or injury caused whether direct or indirect as a result of or in connection with the performance or non performance of our obligations under this Contract.

(d) Notwithstanding any other provision to the contrary nothing in the Contract shall limit or exclude each party’s liability for death or personal injury caused by that party’s negligence or that of its employees, sub-contractors or agents or for fraud or fraudulent misrepresentation.

6. WARRANTY

The Company will make good by repair or, at the Company’s option the supply of a replacement, any malfunction which under proper use, care and maintenance, appears in the Work for a period of 90 days following completion of the Work only in

respect of Work completed by the Company provided that written notice of any malfunction has been communicated to the Company within 14 days of the malfunction arising and the Company is given the opportunity to inspect the malfunction.

No warranty, express or implied, will be given where the Customer has failed to comply with all its obligations under the Contract.

7. RIGHTS OF THIRD PARTIES

Save as otherwise expressly stated, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 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.

8. RETENTION OF TITLE

(a) Until payment in full has been received by the Company and until such payment in full has been made, the Customer shall hold any goods as bailee for the Company. Risk in any goods shall pass to the Customer upon the passing of title or delivery thereof whichever shall occur first. The Customer will keep any goods supplied by us fully insured in their full replacement value against all risks prudently insured against throughout the period between the risk and title therein passing to the Customer.

(b) If any payment under the Contract is overdue or there is any breach by the Customer of any of the provisions of the Contract we reserve the right and the Customer hereby agrees that we may re-possess the goods (irrespective of whether they have become a fixture) and thereafter to re-sell the same and for this purpose the Customer hereby grants an irrevocable right and licence to us, our servants and agents to enter upon all or any of the Customer’s premises where all or any parts of the goods are located during and outside normal business hours and this right shall continue to subsist notwithstanding the termination of the Contract through the happening of any of the events specified in these provisions or otherwise and without prejudice to any of our accrued rights under the Contract.

(c) If the Customer sells the Equipment before the property in them has passed to the Customer, the Customer will as a separate and severable obligation promptly account to the Company for the proceeds of any such re-sale and until payment of such proceeds to the Company, the Customer will hold the same in a fiduciary capacity keeping the same separate from any other monies.

9. SET OFF

The Customer shall not be entitled to withhold payment of any sums after they have become due by reason of any right of set off or counter claim which the Customer may have or alleged or for any reason whatsoever.

10. ENGLISH LAW

The construction validity and performance of the Contract shall be governed by the laws of England and any claim or dispute arising therefrom shall be subject to the exclusive jurisdiction of and be determined by the English Courts. Nothing in this clause 10 shall limit the Company’s right to take proceedings against the Customer in any other Court of competent jurisdiction.

11. VARIATION

These terms cannot be varied except in writing by the Company.

12. GENERAL

(a) The Customer shall not, without the Company’s prior written consent, assign or sub let any of its rights or duties under the Contract and shall furnish copies of any such assignments or sub contracts to the Company. The Company shall have the

right, without prior notice or penalty, and the Customer hereby consents to and shall do all acts and execute all documents necessary to enable the Company to assign the benefit of and/or by novation or otherwise transfer the obligations arising from the Contract or any part thereof without restriction. The Company shall give to the Customer notice of any such assignment novation or transfer within 14 days of its occurrence.

(b) The failure on the part of either party to exercise or enforce any right conferred by the Contract shall not be deemed to be a waiver of any such rights nor to operate so as to bar the exercise or enforcement thereof at any time thereafter.

(c) In the event that any one or more of the provisions contained in this Contract shall be invalid, illegal or unenforceable in any respect, the validity legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(d) The Customer warrants to us that:

(i) it has the power to engage in the transactions contemplated by and/or contained in this Contract.

(ii) it has full power, authority and legal right to execute and deliver the Contract and to comply with the provisions hereof.

(iii) the obligations expressed and or assumed constitute valid and binding obligations of the Customer.

(iv) all acts, conditions and things to be done and performed and to have happened prior to the execution and delivery of the Contract in order to constitute all of the obligations of the Customer hereunder as valid and binding have been done and performed and have happened in due and strict compliance with all applicable laws.

(e) The Company may advertise and make known that we are undertaking work for the Customer.

(f) The Customer acknowledges that the Company is subject to and must comply with UK, EU and US law in respect of sanctions, other trade restrictions, export licencing requirements, bribery and corruption. Accordingly it is a condition of this Agreement that the Customer shall comply with all such law in respect of goods and services supplied directly or indirectly by us or other members of our group of companies. All Customers buying goods or services for resale shall also comply with our group global anti-corruption policy as amended from time to time. This policy is available at <http://investor.itw.com> and is alternatively available upon request from us. Breach of this clause shall be grounds for termination and shall not be considered a breach capable of remedy.

(g) The Customer warrants and undertakes that during the performance, and for a period of nine (9) months following the completion of the Contract, it will not without our prior written agreement, employ or offer to employ or to introduce to any third party any person employed by the Company at the time of the making of this Contract and not directly or indirectly to induce any such person to leave the Company’s employment as aforesaid.

(h) The Customer shall not at any time during the continuance of this Contract or for a period of five years thereafter make any public statements regarding the Company which could in any manner bring the Company, the Company’s services or products into disrepute.