

## Dear Valued Customer,

Thank you for your request for information from **Wixroyd Group Ltd.** We are proud of our company, the range of products we manufacture and sell, and the prompt, friendly service we offer. We were established in 1956 and recently moved into a new, purpose-built factory in Chichester (West Sussex, UK), allowing us to expand our production and warehousing capacity to fully meet our customers' growing needs.

We receive many requests for general information and quality assurance. Often, these requests are from new customers or returning customers wishing to update their records. Therefore, we have put together a pack of information which should provide you with most – if not all – of the details you require about us as your supplier.

### The pack contains the following details:

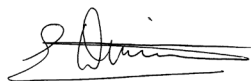
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If you would like to request any additional information or wish to discuss an order, please do not hesitate to contact our friendly team via email: [info@wixroyd.com](mailto:info@wixroyd.com).

Please also note that we cannot sign any customers' Terms & Conditions without passing them through for review by our solicitors. Since this process has additional costs associated with it, we can only complete this procedure for orders over £50,000.

We value your business and thank you for your enquiry.

Yours sincerely,



**The Sales Team**  
**Wixroyd Group Ltd.**



## Company Details

Name	Wixroyd Group Ltd.
Address	Alexia House Glenmore Business Park Portfield Works Chichester PO19 7BJ Great Britain
Website	<a href="http://www.wixroyd.com">www.wixroyd.com</a>
Telephone	+44 (0)333 207 4497 or +44 (0)1483 26 67 77
Fax	+44 (0)1483 26 67 78
Year Established	1952
Business Type	Manufacture and distributor of specialised mechanical parts.
Company Type	Limited company and SME
Activities at address	Sales, Purchasing, Accounts, Technical Support, Warehouse, Manufacturing and Assembly, Distribution
Holidays / Shutdowns	Christmas Week and UK Bank Holidays
Sales Contact No.	+44 (0)1483 26 67 77 or +44 (0)333 207 4497
Sales Contact email	<a href="mailto:info@wixroyd.com">info@wixroyd.com</a>
Accounts Payable email	<a href="mailto:accounts@wixroyd.com">accounts@wixroyd.com</a>
Accounts Contact No.	+44 (0)333 207 4497 or +44 (0)1483 26 67 77
Company Registration No.	00496138
Company VAT No.	GB 408 1540 22
Company EORI No.	GB 408 1540 22000
DUNS No.	217 484 849



## **CERTIFICATE OF INCORPORATION ON CHANGE OF NAME**

**Company Number 496138**

The Registrar of Companies for England and Wales hereby certifies that under the Companies Act 2006:

**WIXROYD INTERNATIONAL LTD**

a company incorporated as private limited by shares, having its registered office situated in England and Wales, has changed its name to:

**WIXROYD GROUP LTD**

Given at Companies House on **17th May 2022.**

The above information was communicated by electronic means and authenticated by  
the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

## **Wixroyd International ERP Implementation and Name Change**

As part of our business improvement programme, Wixroyd is currently in the process of upgrading our ERP system. In preparation for this we are simplifying our business structure which includes a change of name. As of the 18<sup>th</sup> May Wixroyd International Ltd will be renamed to Wixroyd Group Ltd.

With immediate effect, to reflect the change of name, please update your records and also ensure you update the recently advised change of VAT and EORI numbers, which are detailed below for your convenience.

- |                        |                         |
|------------------------|-------------------------|
| ○ New Company Name     | Wixroyd Group Ltd       |
| ○ New VAT No.          | GB 408 1540 22          |
| ○ New EORI No.         | GB 408 1540 22000       |
| ○ Co. Registration No. | 00496138 (unchanged)    |
| ○ Co. DUNS No.         | 217 484 849 (unchanged) |


All other trading arrangements remain unchanged.

Should you have any immediate questions please don't hesitate to get in touch with your existing, day to day contact in our company who will help you in any way they can. Alternatively contact us at [sales@wixroydgroup.com](mailto:sales@wixroydgroup.com).

Should you not be the correct person to send this update to, we would be most appreciative if you could forward to your accounts department please.

We thank you for your continued business.

Yours sincerely



Karen Elliott



## Export Procedure Statement

Dear Valued Overseas and Northern Irish customers,

We appreciate your business. Our aim is to make purchasing parts from us as easy as possible.

We have nearly 50 years of experience in delivering high quality products both within the UK and overseas, so we anticipate that any changes in customs processing for EU and Northern Ireland exports will not significantly impact our customers (although general delays at ports whilst the new arrangements are settling in are to be expected).

In this document, we aim to set out what you can expect from us as we export your goods to you. We may make reasonable adjustments to these procedures as time progresses and circumstances change.

### For EU and UK customers in Northern Ireland

The United Kingdom left the European Union on 31<sup>st</sup> December 2019 and the Transition Period ended on 31<sup>st</sup> September 2021. As of 1<sup>st</sup> January 2021 there have been changes with respect to the way we export our goods to customers in the EU and those shipments to EU via Northern Ireland are processed (see: [Northern Ireland Protocol](#)). For example, a customs declaration is now necessary for every export from the UK to the EU and to EU import via Northern Ireland (NI). These changes bring the export process for EU bound goods largely in line with the procedures that we already use to export goods to the rest of the world.

### Shipment details

We send our goods to you either: (a) Carriage Paid To (Incoterms® 2020 CPT) or (b) Free Carrier (Incoterms® 2020 FCA). In either case, we will provide the correct documentation to ensure your consignment is delivered.

a) **Carriage Paid To** (Incoterms® 2020 CPT). This means we will provide all export paperwork and pay for the cost of the goods being delivered to your door (excluding any VAT and customs duty or other charges).

We send most of our CPT consignments via United Parcel Service (UPS); UPS prepare a paperless commercial invoice using the data that we provide to them and they use that to process the customs entry as the goods enter the EU. UPS will collect any VAT or customs tariff payable as the goods enter the EU directly from you (these will be charged to your UPS account if you have one). For information only, our standard invoices will also show the commodity code, country of origin and Incoterms®.

b) **Free Carrier** (Incoterms® 2020 FCA). Some customers (especially with heavy goods) arrange their own carriers to collect from our factory in Chichester, UK. Incoterms® 2020 FCA is similar to shipping ex-works (Incoterms® 2020 EXW) *except* that we provide the required export documentation when we hand the goods over to your carrier.

*Continued on the next page.*

As of 1<sup>st</sup> January 2021, FCA consignments to the EU must be accompanied by a commercial invoice as well as a delivery note. A template for the commercial invoice we will provide can be seen by following this link: [commercial invoice template](#).

### **Return of goods**

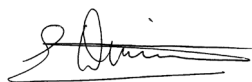
Customers wishing to return goods are requested to contact us for a customer returns number (CRN). As of 1<sup>st</sup> January 2021, a commercial invoice needs to accompany the goods and we will provide this with the CRN. Depending on the reason for return, clearance/tax/duty charges will be borne either by you, or by Wixroyd Group Ltd.

Should you need it for your records, **our EORI number is: GB 408 1540 22000**.

Hopefully this note will answer any questions that you may have regarding shipping, customs and documentation arrangements, but if you do have any further queries, please contact [info@wixroyd.com](mailto:info@wixroyd.com).

As ever, thank you for your custom. We are committed to following the necessary regulations and helping our customers make sense of the changing procedural environment.

Signed:



Managing Director, October 2023



7<sup>th</sup> October 2022

**Re: Important Price Notification – Effective 10<sup>th</sup> October 2022**

Much like last year, 2022 has been a challenge to control and absorb a wide range of cost increases, increases which I am sure your own businesses will have similarly experienced. A wide range of factors; raw materials, transportation, fuel and labour costs have continued to have a significant impact us all.

Whilst we have worked hard to limit the impact of these increases, recent wide swings in the value of Sterling against a basket of other international currencies has meant a review of our pricing structure has become inevitable.

Effective 10<sup>th</sup> October 2022 the sales prices of a proportion of our product range will see some larger than normal price increases. This has not been a decision we have taken lightly and have tried to delay this for as long as possible. We will continue to monitor our cost base and the position of Sterling and would hope at some point in to be able to return prices to more normal levels.

We appreciate your understanding and continued support as we all work together through these unprecedented market conditions.

Kind regards

Lewis Sutton



Sales Manager



## Wixroyd Quality Policy

OUR GOAL AT **WIXROYD GROUP LTD.** ("WIXROYD") IS TO GIVE OUR CUSTOMERS TOTAL SATISFACTION BY MEETING THEIR NEEDS WITH FAST RESPONSE, FRIENDLY SERVICE, AND PRODUCTS MEETING THEIR QUALITY REQUIREMENTS SUPPLIED ON TIME AND AT A FAIR PRICE.

At Wixroyd, our customers are our priority. As part of our continual improvement, we consider the impact of our service and prioritise our efforts to reduce adverse impacts caused by non-conformances to customers.

Wixroyd are committed to ensuring compliance with existing and future legislation, regulatory and other requirements to which the company subscribes.

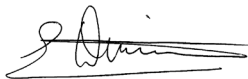
Wixroyd also maintain a programme of continual improvement through the framework of setting and reviewing objectives and targets in order to maintain and continually improve an effective **Quality Management System** in accordance with ISO 9001:2015. The Quality Management System is the means by which the company supports its goal of providing an outstanding customer journey, ultimately culminating in our customers receiving a high quality product that meets all the relevant standards and is delivered in a timely fashion.

The **Quality Manual** describes the Quality Management System in operation at Wixroyd. It details the specific procedures, responsibilities, and budget allocations for its successful operation. The Quality Manual explains the way in which the system operates and defines those employees responsible for the performance of quality-related tasks within the company and is updated both annually and when a position of responsibility is filled by a different member of our team.

The implementation of the Quality Management System is cascaded throughout Wixroyd by means of an annual seminar delivered to all employees, and, in addition, via regular training and development interviews held with each employee. We emphasise that meeting customers' demands for quality service and products are the responsibility of every employee. Regular management meetings review our performance against key objectives, and feedback is communicated to all employees either individually or as a team at monthly company briefings.

The Directors are responsible for the implementation and operation of the Quality Management System and are granted full authority to take whatever steps are necessary to ensure that all the requirements of the Quality Management System are adhered to.

Signed:



Managing Director, September 2023



# CERTIFICATE

No. SCU003275Q/ 3312Q/

certifies that :

**The Wixroyd Group incorporating Wixroyd Group Ltd.,  
Automotion Components Ltd, Teknipart Ltd.**

Wixroyd International, Alexia House, Glenmore Business Park, Chichester PO19 7BJ United Kingdom

operates a management system that has been assessed as conforming to :

## ISO 9001:2015

for the scope of activities :

**The design, manufacture, sales and marketing of  
precision mechanical components, machine accessories,  
access components and clamping and fixing parts.**

Issue date : 01 March 2024

Valid until : 25 March 2027 (Subject to adherence to the agreed ongoing programme, successful endorsement of certification following each audit and compliance with the terms and conditions of certification.)

Original date of certification : 26 March 2021

**Mo Ghaus** Operations Director SOCOTEC Certification UK



SOCOTEC Certification UK Ltd  
St. Edburghs Hall - Priory Road - Bicester  
Oxfordshire OX26 6BL  
UNITED KINGDOM

<http://socotec-certification-international.co.uk>

## Wixroyd Group Ltd. can confirm that...

We have a quality policy	✓
We maintain a Quality Manual	✓
We communicate our quality policy to employees	✓
Senior management review the Quality Management System on a regular basis	✓
Quality objectives are established, communicated and monitored regularly	✓
The Quality Management System has procedures which are made available to those that need them	✓
Personnel who manage, perform and verify work have the authority to initiate actions to prevent non-conformance, identify and record problems, and recommend and initiate appropriate controls or solutions	✓
We have procedures describing how contracts and orders are reviewed	✓
We have document control procedure	✓
We have a master list of controlled documents	✓
We remove obsolete or invalid documents from work areas	✓
We have a procedure to ensure purchased items conform to requirements	✓
We have a procedure for the control of non-conforming product, and non-conforming product is identified and segregated at all stages of the process	✓
We have a procedure for implementing corrective and preventative actions	✓
We retain records of corrective and preventative actions taken	✓
We have an internal audit programme	✓
We have a procedure to control the inspection and testing of products	✓
We maintain records of product inspection and testing	✓
Purchased product is verified according to the relevant requirements prior to delivery	✓
Inspection and test status of products is readily apparent	✓
We have procedures to control, calibrate, and maintain test/measuring equipment	✓

## Wixroyd Group Ltd. ISO 14001:2015 Certificate

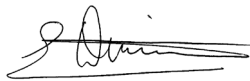
The Wixroyd Group were awarded certification for ISO 14001:2015 in March 2022, reinforcing the group's commitment to sustainability through its environmental management system.

ISO 14001:2015 specifies the requirements for an environmental management system to improve an organisation's environmental performance and helps to manage its environmental responsibilities in a systematic manner. The ISO 14001:2015 announcement is in addition to the group's existing ISO 9001:2015 Quality Management System.

The Group has implemented a number of environmental initiatives at their Chichester operation including installation of solar panels, energy efficient practice, lubricant recovery and minimisation of waste to landfill.

Commenting on the new certification announcement, Marcus lafrate, Managing Director, said: "We are committed to reducing the impact of our operations upon the environment and the environmental management system supports us in achieving this goal. ISO 14001 certification demonstrates our commitment to improving our environmental performance and we wish to thank our customers, staff and suppliers who have helped us to achieve this milestone and to continue to improve'.

Signed:



Managing Director, October 2023





# CERTIFICATE

No. SCU005837EM

certifies that :

**The Wixroyd Group incorporating Wixroyd Group Ltd.,  
Automotion Components Ltd, Teknipart Ltd.**

Wixroyd International, Alexia House, Glenmore Business Park, Chichester PO19 7BJ United Kingdom

operates a management system that has been assessed as conforming to :

**ISO 14001:2015**

for the scope of activities :

**The design, manufacture, sales and marketing of  
precision mechanical components, machine accessories,  
access components and clamping and fixing parts.**

Issue date : 01 March 2024

Valid until : 21 March 2025 (Subject to adherence to the agreed ongoing programme, successful endorsement of certification following each audit and compliance with the terms and conditions of certification.)

Original date of certification : 22 March 2022

**Mo Ghaus** Operations Director SOCOTEC Certification UK



SOCOTEC Certification UK Ltd  
St. Edburgs Hall - Priory Road - Bicester  
Oxfordshire OX26 6BL  
UNITED KINGDOM

<http://socotec-certification-international.co.uk>

## Wixroyd Environmental Policy

The primary objective of the Wixroyd Group of companies (the Group) is to develop the business whilst paying full regard to the environment and considering the view of all parties whose interest may be affected. As an indication of the importance with which we regard the environment we can proudly state that:

- We have a system in place to monitor legislative compliance
- We have the necessary authorisations to ensure that all our activities meet legal requirements
- We have a strategy to maximise recycling and minimise output of waste for disposal to landfill
- We encourage cycling to work and the use of electric vehicles
- We have had no environmental incidents in the last 5 years
- We have received no warning notices or letters from the environmental regulator within the last 5 years

We realise that planned prevention or reduction of pollution and waste is better than rectifying problems after the event; it also makes sense to minimise waste and pollution to reduce long term costs, e.g. re-use wooden packaging crates rather than purchase new ones. Our policy considers the impact of our activities on the environment and local (and wider) communities, and takes into account our use of raw materials, energy, transportation, manufacturing waste and other emissions. Considering these objectives, factors and observations, the Group commits to:

- Minimise disturbance to the local and global environment and to the quality of life of local communities
- Comply with all relevant statutory regulations
- Act in accordance with appropriate voluntary codes of practice
- Maintain the efficiency and sustainability of company premises and its contents
- Take positive steps to conserve scarce and/or non-renewable resources
- Assess, in advance (if possible), environmental effects of new processes and developments
- Collaborate with suppliers and business partners to improve environmental performance
- Provide necessary information to enable proper use, storage, and disposal of company products to avoid harm to the environment
- Provide necessary information to enable employees to operate processes in an environmentally friendly manner
- Keep the public informed of any major new projects in the locality
- Communicate the environmental policy to our employees
- Continuously strive to minimise our environmental impact and to promote policies and procedures that have a positive effect on the environment

To ensure that the Group achieves its environmental objectives, it will:

- Set environmental performance objectives and targets
- Establish and implement programmes to achieve its objectives and targets
- Monitor these programmes and its environmental performance at Board level

*Continued on the next page.*

When setting these objectives and targets, the Group will consider the Environmental Policy, significant environmental aspects, legal requirements, technological options, financial factors, operational and business requirements and views of interested parties. The Group will monitor and build objectives and targets intended to improve the following:

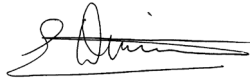
- Energy consumption
- Use of packaging and raw materials
- Water consumption
- Waste production
- Hazardous and toxic substance use
- Transport practices

The Group is required to monitor the extent to which its environmental objectives and targets have been met. This information will be reviewed by management to determine whether:

- Objectives and targets are being met
- Additional resources are needed
- Planned objectives and targets need to be adjusted

The Directors have ultimate responsibility for this policy which will be implemented by the Senior Leadership Team.

Signed:



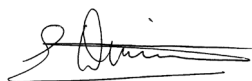
Managing Director, September 2023

## Declaration of non use of Persistent Organic Pollutants (POPs) covered by Regulation (EU) 2019/1021

Persistent organic pollutants 'POP's', such as pesticides and certain industrial chemicals can persist in the environment, bio accumulate through the food web and pose a risk to human health and the environment. The continuous release of POPs into the atmosphere has been a serious concern to European Union since Regulation (EC) No 850/2004 of the European Parliament and of the Council on POPs came into force in 2004. Following amendments, the POPs regulation was cast into Regulation (EU) 2019/1021 of the European Parliament and of the Council in 2019.

Wixroyd Group, as a manufacturer and supplier of engineering components has been aware of the responsibilities for protecting the environment and human health. We have followed updates to prohibited substances and restricted substances listed in the POPs Regulation. Based on the verified information, we confirm that, to the best of our knowledge, our products are in compliance with the POPs Regulation and do not contain substances subject to prohibition listed in Annex I to Regulation (EU) 2019/1021 and amended 2020/784/EU. We will continue to follow the update of the POPs regulations, confirm that our suppliers are also compliant and ensure the conformity of our products.

Signed:



Managing Director, October 2023





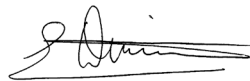
## USA W-9 Reporting

Dear whom it may concern,

We, **Wixroyd Group Ltd.**, are not subject to United States reporting and withholding obligations because we either do not have United States sourced income and/or the labour performed within the United States was >\$3,000, and we were not present within the United States for greater than 90 days.

Yours sincerely,

Signed:



Managing Director, October 2023



## USA Environmental Protection Agency TSCA Statement

Dear customers wishing to import our products to the United States,

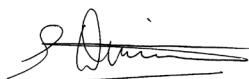
The USA's Environmental Protection Agency have identified five persistent, bioaccumulative and toxic (PBT) chemicals that are subject to final risk management rules under the Toxic Substances Control Act (TSCA) section 6(h).

These chemicals are:

- Decabromodiphenyl ether (DecaBDE)
- Phenol, isopropylated phosphate (3:1) (PIP (3:1))
- 2,4,6-Tris(tertbutyl)phenol (2,4,6-TTBP)
- Hexachlorobutadiene (HCBD)
- Pentachlorothiophenol (PCTP)

**Wixroyd Ltd.** can confirm that, to the best of our knowledge, our products do not contain any of the above five chemicals in concentrations exceeding those specified by TSCA under section 6(h) (see: <https://www.epa.gov/assessing-and-managing-chemicals-under-tsca/persistent-bioaccumulative-and-toxic-pbt-chemicals#risk>). If, through our regular due diligence process, we become aware of any products that do contain any of these chemicals, we will update this statement accordingly and endeavour to notify any affected customers.

Signed:



Managing Director, September 2023



## California Proposition 65 Declaration

To our valued customers:

**Wixroyd Group Ltd.** would like to inform all our customers that the products we sell may contain trace amounts of chemicals that are listed in California's Safe Drinking Water & Toxic Enforcement Act of 1986.

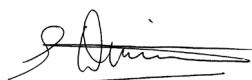
Commonly referred to as "Prop 65", the Act requires business to provide warnings to Californians about exposures to a list of chemicals that may be toxic or cause harmful effects. The extensive Prop 65 list is updated at least once a year. Please visit <https://www.p65warnings.ca.gov/> if you would like to learn more about Prop 65.

A relevant example on the Prop 65 list is metallic nickel. Metallic nickel constitutes 8-13% of stainless steel, so stainless steel products may require a Prop 65 warning for use in California. This includes stainless steels used in applications such as cookware, jewellery, construction etc.

Whilst we are unable to foresee the intended applications of all our products, including whether the residents of California will be exposed to our products, we have opted to provide a general warning that our products likely contain certain chemicals listed by the state of California. **This notice serves as 'reasonable warning' to our customers, as required by California law.**

	NSRL microgrammes/day - No significant risk levels
Nickel	0.4
Lead	15 (oral)

Signed:



Managing Director, December 2023



## Wixroyd Health and Safety Policy

### GENERAL POLICY STATEMENT

**Wixroyd Group Ltd.** is committed to providing for the health, safety, and welfare of all employees.

The company adheres to the Health & Safety at Work Act (1974) and all relevant regulations and codes of practice.

Commitment to health and safety policy is a management responsibility and it is the duty of the Directors to ensure that this policy is upheld at all times and to provide the necessary funds and manpower required.

### The company is responsible for:

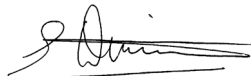
- Assessing risk to the health and safety of employees (and others), and identifying measures required to meet health and safety obligations
- Providing and maintaining equipment, protective clothing, and systems of work that comply with health and safety policy guidelines
- Ensuring all necessary safety devices are installed on equipment and are regularly maintained
- Providing information and training on safe working practices, and appropriate supervision
- Providing and maintaining a healthy and safe place of work
- Maintaining all portable electrical appliances within the company
- Promoting cooperation of employees to ensure safe and healthy systems of work
- Establishing an emergency procedure
- Monitoring and reviewing health and safety management, including policy

### All employees have a duty to cooperate with this policy and must:

- Comply with any safety instructions and directions issued by the company
- Take reasonable care for their health and safety and the safety of others
- Co-operate to ensure that the aims of health and safety policy are achieved
- Report and co-operate in the investigation of all accidents
- Report any potential risk or malfunction of equipment to your line manager

This statement has been posted in a prominent place to ensure employees are familiar with our safety policy; it summarises the company's policy and is supported by a more comprehensive section in the Staff Handbook, risk assessments, and procedural instructions.

Signed:



Managing Director, September 2023

## Wixroyd RoHS and REACH Policies

### Restriction on Hazardous Substances (RoHS)

Please note that we are unable to foresee the intended applications of all of our products and, as such, if you are using one of our products in an electronic application and therefore require confirmation that a specific product is RoHS 3 compliant, you will need to contact our office. All material declarations provided by **Wixroyd Group Ltd.** are accurate to the best of our present knowledge.

This document certifies that all components currently manufactured or sold by **Wixroyd Group Ltd.** are in compliance with RoHS 3, or Directive 2015/863, on the restriction of the use of certain hazardous substances in electrical and electronics equipment (RoHS Directives). Please note that this statement does not cover customers ordering bespoke, non-standard material or finishing/coating options – please contact us if this is the case.

Specifically, **Wixroyd Group Ltd.** products do not contain:

- Asbestos
- Azo compounds
- Certain short chain chlorinated paraffins
- Chlorinated organic compounds
- Dimethyl fumarate
- Lead and lead compounds other than as exempted (Annex III, exemption 6)
- Organic tin compounds
- Ozone depleting substances - Class I (CFCs, HBFCs, etc.)
- Ozone depleting substances - Class II (HCFCs)
- Perfluorooctane sulphonate (PFOS)
- Polychlorinated biphenyls (PCBs)
- Polychlorinated naphthalenes (> 3 chlorine atoms)
- Radioactive substances
- Red phosphorous
- Tributyl tin (TBT) and Triphenyl tin (TPT)
- Tributyl tin oxide (TBTO)

**Wixroyd Group Ltd.** products do not exceed the allowable limits for the following restricted substances:

- Lead - (0.1% by mass or 1000 PPM) other than exempted (Annex III, exemption 6)
- Mercury - (0.1% by mass or 1000 PPM)
- Cadmium - (0.01% by mass or 100 PPM)
- Hexavalent chromium - (0.1% by mass or 1000 PPM)
- Polybrominated biphenyls (PBB) - (0.1% by mass or 1000 PPM)
- Polybrominated diphenyl ethers (PBDE) including DecaBDE - (0.1% by mass or 1000 ppm)
- Bis(2-ethylhexyl) phthalate (DEHP) - (0.1% by mass or 1000 PPM)
- Butyl benzyl phthalate (BBP) - (0.1% by mass or 1000 PPM)
- Dibutyl phthalate (DBP) - (0.1% by mass or 1000 PPM)
- Diisobutyl phthalate (DIBP) - (0.1% by mass or 1000 PPM)

*Continued on the next page.*

## Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)

**Wixroyd Group Ltd.** has evaluated the products offered by the company regarding their status under Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), the European Union regulation covering the use and importation of chemicals and substances into the European Economic Area (EEA).

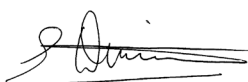
Section 2.1 of the European Chemical Agency (ECHA) guidance document (Requirements for Substances in Articles) defines an article as "an object which during production is given a special shape, surface or design which determines its function to a greater degree than its chemical composition". **Wixroyd Group Ltd.** products are considered articles under this definition and, with the exception of certain lead-containing alloys, we can confirm that our products do not contain any substances of very high concern (SVHC) as listed on the Candidate List of Substances of Very High Concern (Published in accordance with Article 59(10) of the REACH Regulation), at concentrations above 0.1% (w/w), based on the last dated 27/06/24.

We do supply some products that consist of or incorporate lead-containing alloys, such as brass, with Pb concentrations >0.1% (w/w). REACH regulations require **Wixroyd Group Ltd.** to communicate substance information on products containing >0.1% (w/w) SVHC, so that the customer may use them safely.

We would therefore like to inform you that lead-containing alloys contain elemental lead (CAS 7439-92-1). The following GHS hazard symbols apply to elemental lead: H302+H332 (harmful if swallowed or inhaled), H350 (may cause cancer), H360 (may damage fertility or the unborn child), H373 (may cause organ damage through prolonged or repeated exposure), H400+H410 (very toxic to aquatic life with long-lasting effect). Please note that the release of elemental lead from lead-containing alloys into the environment is dependent on product usage but is likely to be negligible. However, if you wished to further process (cut, weld, etc.) or dispose of an article made with lead-containing alloy, you may wish to consider relevant precautions.

This statement covers all legitimate products offered in the official **Wixroyd Group Ltd.** catalogues and on the official websites. Please note that this statement does not apply to customers ordering bespoke products with custom finishings or coatings.

Signed:



Managing Director, July 2024



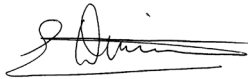
### Per- and Polyfluorinated Substances (PFAS)

The per-and polyfluoroalkyl substances (PFAS) are a group of chemicals used to make fluoropolymer coatings and products that resist heat, oil, stains, grease, and water. PFAS fall within the scope of UK REACH, the chemicals regime which applies in all parts of the UK other than Northern Ireland.

Wixroyd have investigated their supply chain to check if we are using PFA's and contacted their suppliers requesting confirmation that their products are PFA free.

We can confirm that Wixroyd does not supply products containing PFA's.

Signed:



Managing Director, February 2024



## Wixroyd Ethical Policies

### Anti-bribery policy

We do not tolerate bribery or corruption of any form in our business. We comply with UK anti-bribery and anti-corruption laws and regulations and support efforts to eliminate bribery and corruption worldwide. We work to make sure that our business partners share our commitment.

- We do not offer or accept bribes, kickbacks or any other kind of improper payment including facilitation payments.
- We keep accurate books and records so that payments are honestly described and company funds are not used for unlawful purposes.
- We ensure all our staff are aware of the 2010 Bribery Act and comply with its principles.

### Commitment to human rights

We seek to conduct our business in a manner that respects the human rights and dignity of people. Each of us can play a role in the elimination of human rights abuses such as child labour, human trafficking, and forced labour. Our staff are encouraged to report any human rights abuse in our operations or in those of our business partners.

### Anti-competitive conduct

We do not engage in any form of agreement or understanding with competitors to fix prices, rig bids, allocate customers and/or restrict supply.

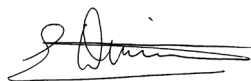
### Counterfeit products

We recognise that counterfeit components pose a serious threat to industry and its end customers. We provide genuine products to fulfil our customer expectations. When components cannot be obtained from traceable sources, we endeavour to use verified suppliers or take mitigation actions (e.g. quality testing) to minimise the risk of fraudulent components entering the supply chain. Our warehouse procedures incorporate comprehensive inspection. We are able to provide full traceability on request.

### Conflict materials

**Wixroyd Group Ltd.** supports the ending of violence and human rights violations in the mining of minerals from the area known as the “Conflict Region” in the east of the Democratic Republic of Congo (DRC) and surrounding countries. We have undertaken due diligence with our suppliers including the provision of written statements that none of the products we supply contain purchases of tin, tantalum, tungsten or gold from the “Conflict Region”. **Wixroyd Group Ltd.** will not purchase products that contain conflict minerals that directly or indirectly finance or benefit armed groups in the DRC or adjoining countries.

Signed:



Managing Director, September 2023



The Wixroyd Group  
Alexia House  
Glenmore Business Park  
Portfield Works  
Chichester  
PO19 7BJ

30<sup>th</sup> September 2023

Definition: Combined entities of Wixroyd Ltd, Automotion Components, Teknipart Ltd hereon referred to as "The Wixroyd Group"

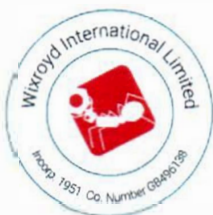
### **Restrictions on Imports of Iron and Steel Products from Russia**

We The Wixroyd Group hereby declare that no iron or steel of Russian origin was used in the manufacture of any of our products as set out in Article 3g (1) (d) of Council Regulation (EU) 2023/1214 of 23 June 2023 amending Regulation (EU) No 833/2014.

The Wixroyd Group is now part of Essentra PLC who remain committed to compliance of any imposed sanctions which is addressed in the Essentra ethics code which can be found at the following address - <https://www.essentraplc.com/responsibility/our-communities/essentra-ethics-code>



Your Wixroyd Group Sales Team





Select Language Preference Here:  
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English

## Conflict Minerals Reporting Template (CMRT)

Revision 6.4  
April 26, 2024

The purpose of this document is to collect sourcing information on tin, tantalum, tungsten and gold used in products

[Link to Terms & Conditions](#)

Mandatory fields are noted with an asterisk (\*). Consult the instructions tab for guidance on how to answer each question.

### Company Information

Company Name (*):	Wixroyd Group Ltd
Declaration Scope or Class (*):	A. Company
Description of Scope:	
Company Unique ID:	
Company Unique ID Authority:	
Address:	Wixroyd Group Ltd, Alexia House, Glenmore Business Park, Portfield Works, Chichester, PO19 7BJ
Contact Name (*):	Edwin Daris
Email - Contact (*):	<a href="mailto:info@wixroyd.com">info@wixroyd.com</a>
Phone - Contact (*):	0333 207 4497
Authorizer (*):	Edwin Daris
Title - Authorizer:	Managing Director
Email - Authorizer (*):	<a href="mailto:info@wixroyd.com">info@wixroyd.com</a>
Phone - Authorizer:	0333 207 4497
Effective Date (*):	26-Apr-2024

Answer the following questions 1 - 8 based on the declaration scope indicated above

1) Is any 3TG intentionally added or used in the product(s) or in the production process? (*)	Answer	Comments
Tantalum	No	
Tin	No	
Gold	No	
Tungsten	No	

2) Does any 3TG remain in the product(s)?	Answer	Comments
Tantalum		
Tin		
Gold		
Tungsten		

3) Do any of the smelters in your supply chain source the 3TG from the covered countries? (SEC term, see definitions tab)	Answer	Comments
Tantalum		
Tin		
Gold		
Tungsten		

4) Do any of the smelters in your supply chain source the 3TG from conflict-affected and high-risk areas?	Answer	Comments
Tantalum		
Tin		
Gold		
Tungsten		

5) Does 100 percent of the 3TG (necessary to the functionality or production of your products) originate from recycled or scrap sources?	Answer	Comments
Tantalum		
Tin		
Gold		
Tungsten		

6) What percentage of relevant suppliers have provided a response to your supply chain survey?	Answer	Comments
Tantalum		
Tin		
Gold		
Tungsten		

7) Have you identified all of the smelters supplying the 3TG to your supply chain?	Answer	Comments
Tantalum		
Tin		
Gold		
Tungsten		



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English

## Conflict Minerals Reporting Template (CMRT)

Revision 6.4  
April 26, 2024

The purpose of this document is to collect sourcing information on tin, tantalum, tungsten and gold used in products

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Mandatory fields are noted with an asterisk (\*). Consult the instructions tab for guidance on how to answer each question.

8) Has all applicable smelter information received by your company been reported in this declaration?

	Answer	Comments
Tantalum		
Tin		
Gold		
Tungsten		

### Answer the Following Questions at a Company Level

Question	Answer	Comments
A. Have you established a responsible minerals sourcing policy?	Yes	
B. Is your responsible minerals sourcing policy publicly available on your website? (Note – If yes, the user shall specify the URL in the comment field.)	Yes	<a href="https://www.wixroyd.com/en">https://www.wixroyd.com/en</a>
C. Do you require your direct suppliers to source the 3TG from smelters whose due diligence practices have been validated by an independent third party audit program?	No	
D. Have you implemented due diligence measures for responsible sourcing?	Yes	
E. Does your company conduct Conflict Minerals survey(s) of your relevant supplier(s)?	Yes, in conformance with IPC1755 (e.g., 6	
F. Do you review due diligence information received from your suppliers against your company's expectations?	Yes	
G. Does your review process include corrective action management?	Yes	
H. Is your company required to file an annual conflict minerals disclosure?	No	

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## Modern Slavery Act Statement

At **Wixroyd Group Ltd.** we are committed to supporting human rights and we take seriously our responsibilities under the Modern Slavery Act 2015. We have a zero-tolerance approach to slavery and human trafficking and are dedicated to understanding the risks so that we can work towards ensuring that there is no trace of modern slavery in our business or supply chains.

### Structure of Wixroyd Group Ltd.

**Wixroyd Group Ltd.** is a leading manufacturer and supplier of specialist engineering components to industry and operates from Chichester in West Sussex, UK. Along with our own manufacturing and assembly operations, we have a number of suppliers from the European Union, Central Europe, the USA and Asia. We employ approximately 50 staff at our site at Chichester and Tamworth in the UK.

### Our supply chains

The majority of our purchasing is of engineering components which we use to manufacture finished goods in our warehouse and subsequently despatch. Our support suppliers provide items such as office supplies, IT support and systems, or professional services. We occasionally work with employment agencies who supply a limited number of people to work in our office or warehouse.

Procurement for engineering components is managed by a dedicated Purchasing team and support suppliers are managed by the Finance and Management teams. We choose our suppliers carefully and, where appropriate, carry out due diligence on these parties and endeavour to contractually require them to comply with applicable laws.

### Our anti-slavery initiatives and policies

We have reviewed our purchasing and employment practices and will continue to monitor and assess our practices in this area and encourage improvement. Our commitment to social responsibility is reflected in our employee training programmes and company policies. We expect the same high standards from our suppliers.

We encourage our employees to report any ethical concerns through our whistle-blowing policy, which has a clear reporting structure intended to make the process as simple as possible for any colleague who wishes to raise a concern.

We implement 'right-to-work' checks on all new employees and monitor the hours worked by our colleagues. We emphasise the importance of a healthy company culture and treating each other with respect.

We pay above the National Living Wage to all employees, not just those aged over 25.

*Continued on the next page.*

## **Due diligence processes for slavery and human trafficking**

We have carried out an assessment to understand the areas of our business and supply chains where there is a risk of slavery and human trafficking taking place. To our knowledge, our business and supply chains are free of these practices. Our Purchasing team assist in ensuring suppliers meet our legal obligations.

When taking on new suppliers in areas which we consider to be higher risk, we will undertake supplier due diligence and engage with potential suppliers to understand the actions taken by them to minimise the prevalence of slavery and human trafficking in their supply chains. We would treat any incident of modern slavery as a breach of our company policies, contractual terms and/or law.

We have focused on the assessment of our supply chain and high risk areas and on ensuring that we do not have any modern slavery in our own business; we aim to widen the supply chain assessment as detailed below.

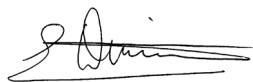
## **Further steps**

This is our first Modern Slavery Act Statement, and we recognise that this is an area which requires continual monitoring and improvement. The next steps we intend to take are:

- Ensuring that all suppliers are complying with the Modern Slavery Act
- Incorporating Modern Slavery Act compliance into our Staff Handbook
- Incorporating a section on modern slavery into our whistle-blowing policy

This statement is made pursuant to section 54(1) of the Modern Slavery Act 2015 and constitutes our slavery and human trafficking policy. This statement has been approved by Wixroyd's board of directors, who will review it annually.

Signed:



Managing Director, September 2023



## Protecting Your Privacy – The Wixroyd Group’s GDPR Compliance Statement

### Contents of Privacy Notice

1. Introduction
2. What is the Wixroyd Group?
3. Explaining the legal bases we rely on
4. When do we collect your personal data?
5. What sort of personal data do we collect?
6. How and why do we use your personal data?
7. Combining your data for personalised direct marketing
8. How we protect your personal data
9. How long will we keep your personal data?
10. Who do we share your personal data with?
11. Where your personal data may be processed
12. What are your rights over your personal data?
13. How can you stop the use of your personal data for direct marketing?
14. If you live outside the UK
15. Any questions?

### 1. Introduction

The Wixroyd Group supplies products and services almost exclusively on a business-to-business contractual basis. Any personal information we collect relates only to an individual’s role as an agent for their employer of business in fulfilling the business-to-business contract – we do not endeavour to collect any personal data other than to perform that contract.

This Privacy Notice explains in detail the types of personal data we may collect about you when you interact with us, in your role as an agent for your employer or business. It also explains how we’ll store, handle, and protect that data.

We know that there’s a lot of information here, but we want you to be fully informed about your rights for data privacy and about how the Wixroyd Group uses your data.

It’s likely that we’ll need to update this Privacy Notice from time to time. You’re welcome to come back and check it whenever you wish.

### 2. What is the Wixroyd Group?

#### The Wixroyd Group consists of the following related businesses:

- **Wixroyd Group Ltd.** – company registration number 00496138, registered in England
- **Automotion Components Ltd.** – company registration number 2761902, registered in England
- **Teknipart Ltd.** - company registration number 861056, registered in England

For simplicity throughout this notice, ‘we’, ‘us’ and “the Group” means the Wixroyd Group and its brands.

### 3. Explaining the legal bases we rely on

The Group supplies products and services almost exclusively on a business-to-business contractual basis. Any personal information we collect relates only to an individual's role as an agent for their employer of business in fulfilling the business-to-business contract – we do not endeavour to collect any personal data other than to perform that contract.

The law on data protection sets out a number of different reasons for which a company may collect and process personal data, including:

#### Contractual obligations

In certain circumstances, we need your personal data to comply with our contractual obligations.

For example, if you order an item from us for delivery, we'll collect your address details to deliver your purchase, and pass them to our courier.

#### Legitimate interest

In specific situations, we require your data to pursue our legitimate interests in a way which might reasonably be expected as part of running our business and which does not materially impact your rights, freedom or interests.

For example, we will use your purchase history to send you or make available personalised offers.

We also combine the shopping history of many customers to identify trends and ensure we can keep up with demand and/or develop new products/services.

We will also use your address details to send you direct marketing information by post, telling you about products and services that we think might interest you.

### 4. When do we collect your personal data?

- When you visit any of our websites, and use your or your employing businesses account to buy products and services
- When you make an online purchase and check out as a guest (in which case we just collect transaction-based data)
- When you create an account with us, on behalf of your employing business
- When you purchase a product by phone but don't have (or don't use) an account
- When you contact us by any means with queries, complaints etc
- When you choose to complete any surveys we send you
- When you fill in any forms on our websites – e.g. a catalogue request forms, or online support chat services

### 5. What sort of personal data do we collect?

The Wixroyd Group supplies products and services almost exclusively on a business-to-business contractual basis. Any personal information we collect relates only to an individual's role as an agent for their employer of business in fulfilling the business-to-business contract – we do not endeavour to collect any personal data other than to perform that contract. The data collected to perform the contract typically includes:

- If you have a web account with us: business name, billing and delivery addresses, name and email address of responsible persons placing orders, or making payment for orders on behalf of the business, orders and receipts, email and telephone number. For your security, we'll also keep an encrypted record of your login password.
- Details of the businesses or employing company's interactions with us through online services, email communications, on online support/chat services, history of any visits to the business site.

For example, we collect notes from our conversations with you, details of any complaints or comments you make, details of purchases you made, items viewed or added to your basket, web pages you visit and how and when you contact us.

- Details of your visits to our websites, and which site you came from to ours.
- Information gathered using cookies in your web browser. Learn more about how we use cookies and similar technologies – see our cookies policy.
- Payment card information.
- To deliver the best possible web experience, we collect technical information about your internet connection and browser as well as the country and telephone code where your computer is located, the web pages viewed during your visit, the advertisements you clicked on, and any search terms you entered.

## 6. How and why do we use your personal data?

We want to give you the best possible customer experience. One way to achieve that is to get the richest picture we can of who you are by combining the data we have about you. We then use this to offer you promotions, products and services that are most likely to interest you. In the case of loyalty scheme members, we'll also offer you relevant rewards.

The data privacy law allows this as part of our legitimate interest in understanding our customers and providing the highest levels of service. Of course, if you wish to change how we use your data, you'll find details in the 'What are my rights?' section below.

### Here's how we'll use your personal data and why:

- To process any orders that you make by using our websites, or calls to our customer service centre. If we don't collect your personal data during checkout, we won't be able to process your order and comply with our legal obligations.

For example, your details may need to be passed to a third party to supply or deliver the product or service that you ordered, and we may keep your details for a reasonable period afterwards to fulfil any contractual obligations such as refunds, guarantees and so on.

- To respond to your queries, refund requests and complaints. Handling the information you sent enables us to respond. We may also keep a record of these to inform any future communication with us and to demonstrate how we communicated with you throughout. We do this on the basis of our contractual obligations to you, and our legitimate interests in providing you with the best service and understanding how we can improve our service based on your experience.
- To protect our business and your account from fraud and other illegal activities. This includes using your personal data to maintain, update and safeguard your account. We'll also monitor your browsing activity with us to quickly identify and resolve any problems and protect the integrity of our websites. We'll do all of this as part of our legitimate interest.

For example, by checking your password when you login and using automated monitoring of IP addresses to identify possible fraudulent logins from unexpected locations.

- To process payments and to prevent fraudulent transactions. We do this on the basis of our legitimate business interests. This also helps to protect our customers from fraud.
  - Operating almost exclusively on a business-to-business basis, the Group complies with the Privacy and Electronics Communications Regulations (PECR) most relevant to the communications between businesses, and agents of businesses. In this context the Group will use your personal data, preferences and details of your transactions to keep you informed by email, web, telephone and through our customer service centres about relevant products and services.
- Of course, you are free to opt out of hearing from us by any of these channels at any time.
- To send you relevant, personalised communications by post in relation to updates, offers, services and products. We'll do this on the basis of our legitimate business interest.
- You are free to opt out of hearing from us by post at any time.



- To send you communications required by law or which are necessary to inform you about our changes to the services we provide you.
- To develop, test and improve the systems, services and products we provide to you. We'll do this on the basis of our legitimate business interests.

For example, we'll record your browser's Session ID to help us understand more when you leave us online feedback about any problems you're having.

- To send you survey and feedback requests to help improve our services. These messages will not include any promotional content and do not require prior consent when sent by email or text message. We have a legitimate interest to do so as this helps make our products or services more relevant to you.

Of course, you are free to opt out of receiving these requests from us at any time by updating your preferences in your online account.

## 7. Combining your data for personalised direct marketing

We want to bring you offers and promotions that are most relevant to your interests at particular times to help us better serve your needs. To help us form a better overall understanding of you as a customer, we combine your personal data gathered across the Group as described above.

## 8. How we protect your personal data

We know how much data security matters to all our customers. With this in mind, we treat your data with the utmost care and take all appropriate steps to protect it.

We secure access to all transactional areas of our websites and apps using 'https' technology. We also regularly monitor our system for possible vulnerabilities and identify ways to further strengthen security.

## 9. How long will we keep your personal data?

Whenever we collect or process your personal data, we'll only keep it for as long as is necessary for the purpose for which it was collected.

For example when you place an order, we'll keep the personal data you give us for five years so we can comply with our legal and contractual obligations. In the case of certain products, we'll keep the data for 10 years.

## 10. Who do we share your personal data with?

We sometimes share your personal data with trusted third parties.

For example, delivery couriers, technicians visiting your premises, for fraud management, to handle complaints, to help us personalise our offers to you and so on.

### **Here's the policy we apply to those organisations to keep your data safe and protect your privacy:**

- We provide only the information they need to perform their specific services
- They may only use your data for the exact purposes we specify in our contract with them
- We work closely with them to ensure that your privacy is respected and protected at all times
- If we stop using their services, any of your data held by them must either be deleted or anonymised

Examples of the kind of third parties we work with are:

- IT companies who support our website and other business systems
- Operational companies such as delivery couriers
- Direct marketing companies who help us manage our electronic or paper-based communications with you

- Google (to show you products that might interest you while you're browsing the internet. This is based on either your marketing consent or your acceptance of cookies on our websites. See our [Cookies Notice](#) for details)
- Data insight companies to ensure your details are up to date and accurate

• We may, from time to time, expand, reduce or sell the Group and this may involve the transfer of divisions or the whole business to new owners. If this happens, your personal data will, where relevant, be transferred to the new owner or controlling party, under the terms of this Privacy Notice. For further information please contact our Data Protection Officer. We do not share your data with third parties for their own purposes.

## 11. Where your personal data may be processed

Sometimes we will need to share your personal data with third parties and suppliers outside the European Economic Area (EEA), such as Australia or the USA. If you are based outside the UK and place an order with us, we will transfer the personal data that we collect from you to the Group in the UK. Any transfer of your personal data will follow applicable laws and we will treat the information under the guiding principles of this Privacy Notice.

## 12. What are your rights over your personal data? An overview.

### You have the right to request:

- A copy of any information about you that the Group holds at any time, and also to have that information corrected if it is inaccurate – this will be free of charge in most cases, but we reserve the right to make a small charge were appropriate
- If we choose not to action your request, we will explain to you the reasons for our refusal
- That we stop using your personal data for direct marketing (either through specific channels, or all channels)

**To ask for your information**, please contact Data Protection Officer, The Wixroyd Group, Alexia House, Glenmore Business Park, Portfield Works, Chichester, PO19 7BJ, or email [info@wixroyd.com](mailto:info@wixroyd.com). To ask for your information to be amended, please update your online account or contact our Customer Services team.

### Where we rely on our legitimate interest

In cases where we are processing your personal data on the basis of our legitimate interest, you can ask us to stop for reasons connected to your individual situation. We must then do so unless we believe we have a legitimate overriding reason to continue processing your personal data.

### Direct marketing

You have the right to stop the use of your personal data for direct marketing activity through all channels, or selected channels. We must always comply with your request.

### Checking your identity

To protect the confidentiality of your information, we will ask you to verify your identity before proceeding with any request you make under this Privacy Notice. If you have authorised a third party to submit a request on your behalf, we will ask them to prove they have your permission to act.

## 13. How can you stop the use of your personal data for direct marketing?

There are several ways you can stop direct marketing communications from us:

- Click the 'unsubscribe' link in any email communication that we send you. We will then cease to send any further emails from that particular division

Wixroyd Group Ltd., Alexia House, Glenmore Business Park, Portfield Works, Chichester, PO19 7BJ

Tel: +44 (0)333 207 4497 | Fax: 01483 266778 | Email: [info@wixroyd.com](mailto:info@wixroyd.com) | Web: [www.wixroyd.com](http://www.wixroyd.com)

Company registration no.: 00496138, Vat no.: 408 1540 22

Last updated July 2023. Issue 6.9

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- If you have a web account, log in into your account on our website and visit the 'My Account' area to change your preferences
- Write to: Data Protection Officer, The Wixroyd Group, Alexia House, Glenmore Business Park, Portfield Works, Chichester, PO19 7BJ, or email [info@wixroyd.com](mailto:info@wixroyd.com)

Please note that you may continue to receive communications for a short period after changing your preferences while our systems are fully updated.

## 14. If you live outside the UK

By using our services or providing your personal data to us, you expressly consent to the processing of your personal data by us or on our behalf. Of course, you still have the right to ask us not to process your data in certain ways, and if you do so, we will respect your wishes.

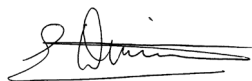
Sometimes we'll need to transfer your personal data between countries to enable us to supply the goods or services you've requested. In the ordinary course of business, we may transfer your personal data from your country of residence to ourselves and to third parties located in the UK. By dealing with us, you are giving your consent to this overseas use, transfer and disclosure of your personal data outside your country of residence for our ordinary business purposes. This may occur because our information technology storage facilities and servers are located outside your country of residence and could include storage of your personal data on servers in the UK.

We'll ensure that reasonable steps are taken to prevent third parties outside your country of residence using your personal data in any way that is not set out in this Privacy Notice. We'll also make sure we adequately protect the confidentiality and privacy of your personal data.

## 15. Any questions?

We hope this Privacy Notice has been helpful in setting out the way we handle your personal data and your rights to control it. If you have any questions that haven't been covered, please contact our Data Protection Officer who will be pleased to help you – email us at [info@wixroyd.com](mailto:info@wixroyd.com) or write to us at The Wixroyd Group, Alexia House, Glenmore Business Park, Portfield Works, Chichester, PO19 7BJ.

Signed:



Managing Director, September 2023

Essentra Plc  
Lanford Locks  
Kidlington  
Oxfordshire  
OX5 1HX

1<sup>st</sup> November 2023

Dear Amina,

**Client Information Letter**

We, Aon UK Limited, are insurance brokers acting on your behalf only in accordance with our terms of business agreement. We have agreed to provide this letter to confirm that the contract(s) of insurance described on the attached pages (the 'Insurances') are in force at the date of this letter.

All of the Insurances are subject to their specific policy terms, conditions and exceptions, not all of which may be summarised on the attachment. Please refer to the actual policies if full terms and conditions are required.

We accept no obligation to inform any other person or entity should any of the Insurances be cancelled, assigned or changed in such manner as to affect the accuracy of this document. Unless we specifically agree otherwise in writing, and to the fullest extent permitted by law, we do not accept any liability to anyone other than you, our client (and any such liability to you will be subject to the limitations contained in our terms of business agreement, and/or any other agreement, with you) for the content of this letter and its attachments.

Yours sincerely,

Simon Clench  
Client Advisor  
For and on behalf of Aon UK Limited

## The Insurances

### Combined Liability

Insured	Essentra Plc and Subsidiary Companies
Insurer	XL Insurance Company SE ( <b>Public and Products Liability</b> )
Policy Number	<b>Public Liability:</b> IEG0073040LI23A
Policy Period	1 <sup>st</sup> November 2023 to 31 <sup>st</sup> October 2024
Geographical Limits	<b>Public Liability:</b> Worldwide
Limit of Indemnity	<b>Public Liability:</b> GBP 10,000,000 any one Event <b>Products Liability:</b> GBP 10,000,000 any one Event and in the annual aggregate.
Extensions	Indemnity to principle and others
Description of Cover	Indemnity in respect of your legal liability to pay damages and claimants costs consequent upon injury to third parties or loss of or damage to their property or nuisance trespass or interference with any easement, right of air, light, water or way arising out of and in the course of the Business, occurring during the Period of Insurance. Including costs and expenses incurred with Insurers' written consent (such costs being in addition to the Limit of Liability)

Essentra Plc  
Lanford Locks  
Kidlington  
Oxfordshire  
OX5 1HX

1<sup>st</sup> November 2023

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We accept no obligation to inform any other person or entity should any of the Insurances be cancelled, assigned or changed in such manner as to affect the accuracy of this document. Unless we specifically agree otherwise in writing, and to the fullest extent permitted by law, we do not accept any liability to anyone other than you, our client (and any such liability to you will be subject to the limitations contained in our terms of business agreement, and/or any other agreement, with you) for the content of this letter and its attachments.

Yours sincerely,

Simon Clench  
Client Advisor  
For and on behalf of Aon UK Limited

## The Insurances

### Combined Liability

Insured	Essentra Plc and Subsidiary Companies
Insurer	AXA XL Insurance Company UK Limited ( <b>UK Employers' Liability</b> ) XL Insurance Company SE ( <b>Public and Products Liability</b> )
Policy Number	<b>Public Liability:</b> IEG0073040LI23A <b>Employers' Liability:</b> UKG0073041LI23A
Policy Period	1 <sup>st</sup> November 2023 to 31 <sup>st</sup> October 2024
Geographical Limits	<b>Public Liability:</b> Worldwide <b>Employers' Liability:</b> Great Britain, Northern Ireland, the Channel Islands or the Isle of Man
Limit of Indemnity	<b>Public Liability:</b> GBP 10,000,000 any one Event <b>Products Liability:</b> GBP 10,000,000 any one Event and in the annual aggregate. <b>Employers' Liability:</b> GBP10,000,000 any one event
Extensions	Indemnity to principle and others
Description of Cover	Indemnity in respect of your legal liability to pay damages and claimants costs consequent upon injury to third parties or loss of or damage to their property or nuisance trespass or interference with any easement, right of air, light, water or way arising out of and in the course of the Business, occurring during the Period of Insurance. Including costs and expenses incurred with Insurers' written consent (such costs being in addition to the Limit of Liability)

## Wixroyd Group - Terms and Conditions of Sale

### 1. In these Conditions:

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#### 1.1.1 The following definitions have the following meanings:

**'Buyer'** means any person, company or organisation who accepts a Quotation or whose Order is accepted by the Seller;

**'Call-off Order'** means an Order that includes the purchase of Goods in instalments over a specified period in line with a mutually agreed purchase and delivery schedule;

**'Conditions'** means these terms and conditions (as amended from time to time);

**'Contract'** means a contract between the Seller and the Buyer for the sale and purchase of Goods;

**'Delivery'** means delivery of the Goods;

**'Expenses'** means any out-of-pocket costs incurred by the Seller in fulfilling an Order and/or Contract, including (without limitation):

- (a) postage, packaging, carriage, freight, delivery and handling charges
- (b) insurance;
- (c) currency conversion and banking charges applicable to the payment method used; and
- (d) any customs, import or other duties charged in respect of the sale and importation of the Goods into the country where delivery is to take place;

**'Goods'** means the goods (or any part of them) set out in the Order accepted by the Seller or the Quotation.

**'Intellectual Property Rights'** means all intellectual and industrial property rights, including patents, rights in registered and unregistered trade marks (including domain names), rights in registered and unregistered designs, utility models, trade or business names, confidential information, know-how, database rights, topography rights, passing-off rights, and copyright (including moral rights) or other industrial, intellectual or commercial rights (including rights in any invention, discovery or process), and applications for registration of any of the foregoing, and the right to apply therefor, in each case in any part of the world;

**'Order'** means an order for the supply of Goods placed by the Buyer with the Seller;

**'Quotation'** means the Seller's quotation for the sale of Goods;

**'Seller'** means Wixroyd Group Ltd (company number 496138) whose registered office is at Alexia House Glenmore Business Park, Portfield Works, Chichester, England, PO19 7BJ;

**'Seller Group'** means the Seller, any parent undertaking of the Seller, any subsidiary undertaking of the Seller and any subsidiary undertaking of any parent undertaking of the Seller, and "parent undertaking" and "subsidiary undertaking" shall have the meanings given to them in section 1162 of the Companies Act 2006;

**'Specification'** means any specification for the Goods that is agreed in writing by the Seller and the Buyer; and

**'Warranty Period'** means the period of 12 months from the date of Delivery of the Goods.

1.2 references to regulations, statutes or other statutory provisions shall be construed to include references to those regulations, statutes or provisions as amended, re-enacted or modified from time to time and shall include any subordinate legislation under the relevant statute or statutory provision;

1.3 the headings are for ease of reference only and shall not in any way affect their construction or interpretation;

1.4 words denoting the singular include the plural and vice versa; words denoting any one gender include all genders and vice versa, and reference to a person shall include an individual, partnership, body corporate and unincorporated association;

1.5 references to any party shall include its personal representatives, lawful successors in title and permitted assigns; and

1.6 the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

### 2. Quotations, Orders and Contracts

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2.1 Unless agreed otherwise by the parties in writing only, these Conditions apply to each Contract and sale of Goods to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. An Order shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

2.2 All Quotations issued by the Seller are subject to these Conditions, are made on an "invitation to treat" basis only and are subject to withdrawal and alteration by the Seller at any time. This means that the Seller is not obliged to sell Goods to the Buyer on the terms stated in the Quotation until, and only to the extent that, those terms are agreed as part of a binding Contract. Each Quotation is automatically withdrawn unless a Contract is entered into no later than 30 days from the date of the Quotation.

2.3 An Order constitutes an offer by the Buyer to purchase Goods in accordance with these Conditions. The placing of an Order by the Buyer, whether or not based upon a Quotation, shall not be binding on the Seller unless and until it is accepted by the Seller, which is either at the time it is accepted in writing by the Seller (or online for web orders where applicable), or, if earlier, at the time the Seller dispatches/makes available for collection the ordered Goods, at which point a Contract shall come into existence. The Buyer is responsible for ensuring that the terms of the Quotation and any applicable Specification are complete and accurate. For the avoidance of doubt, any terms that the Buyer seeks to include in any Order (other than, subject to acceptance by the Seller in accordance with this clause 2.3, in respect of type and quantity of Goods) shall not form part of the Contract and shall be deemed to not apply.

2.4 The placing of an Order by the Buyer shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.

2.5 The Seller reserves the right to reject any Order and shall be under no obligation to acknowledge receipt of an Order from the Buyer.

2.6 Each Contract shall comprise these Conditions, the Quotation (if provided by the Seller to the Buyer), the Order and any additional terms agreed in writing. The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Contract.



- 2.7 In the event of a conflict or inconsistency between the provisions of the terms making up the Contract, the following order of precedence shall prevail:
- 2.7.1 these Conditions,
  - 2.7.2 the Quotation (if any);
  - 2.7.3 the Order.
- 2.8 No representations or undertakings made or given on the Seller's behalf prior to formation of the Contract shall be binding on the Seller, unless incorporated expressly in writing in a Contract. A Contract constitutes the entire agreement between the parties with respect to the relevant Goods.
- 2.9 Goods ordered by the Buyer which are out of stock will be placed on back order unless the Buyer shall specify "ex-stock" or "cancel" in its Order.
- 2.10 Any advice or recommendation given by the Seller or the Seller Group (or their respective employees or agents) to the Buyer (or its employees or agents) as to the storage, application or use of the Goods which is not confirmed in writing by the Seller shall be followed or acted upon entirely at the Buyer's own risk, and accordingly neither the Seller nor the Seller Group shall be liable for any such advice or recommendation which is not so confirmed.
- 2.11 If the Buyer shall require any change in the terms or arrangements for the performance of a Contract it shall inform the Seller promptly and no change will be effective unless and until agreed in writing by the Seller. The Seller reserves the right to charge the Buyer for making a change.
- 2.12 Subject to clause 2.9, if the Buyer wishes to cancel an Order, the Buyer must notify the Seller in writing within 5 days of receipt of the Seller's acceptance of the Order. A cancellation will only be deemed to have been accepted by the Seller upon the issue by the Seller of a written order cancellation acknowledgement. Some Orders will not be capable of being cancelled, or can only be cancelled subject to a cancellation charge. Where this is the case, this will be specified in the Quotation or at the time of placing an Order or when an Order is accepted.
- 2.13 In the case of a Buyer placing with the Seller an Order for Goods subject to a Specification, in the event that the Buyer cancels the Order in accordance with clause 2.12, the Seller reserves the right to charge the Buyer for any reasonable costs incurred in the acquisition of material, design time or tooling costs which the Seller may reasonably have incurred having received the Order from the Buyer in good faith.
- 2.14 The Seller will only accept a Call-off Order (subject to its absolute discretion) if it is for a maximum duration of 12 months and is accompanied by a detailed purchase and delivery schedule. In the event that the Buyer fails to complete the order and purchase of Goods under a Call-off Order in accordance with the purchase and delivery schedule submitted, the Seller shall be entitled to charge the Buyer, in addition to the price of any Goods that have been supplied, 100% of the list price of any Goods that are the subject of the Call-off Order but which have not actually been supplied.

### **3. Specification**

- 3.1 All Specifications, together with drawings and data contained in the Seller's catalogues or brochures or on the Seller's website or otherwise supplied by the Seller, are approximate only and shall not form part of a Contract or have any contractual force unless otherwise stated in writing.
- 3.2 The Seller reserves the right without prior notice to effect modifications and design changes which are required to conform with any applicable legal requirements (whether statutes, regulations, directives or otherwise) or which do not materially affect their quality or performance and to discontinue manufacture of any Goods as part of a continuous programme of product development.
- 3.3 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Buyer, the Buyer shall indemnify the Seller and the other members of the Seller Group against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Seller and/or any other member of the Seller Group in connection with any claim made against the Seller or any other member of the Seller Group for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Seller's or any other member of the Seller Group's use of the Specification. This clause 3.3 shall survive expiry or termination of the Contract.

### **4. Selection**

- 4.1 The Buyer shall be responsible for selecting the Goods ordered and determining whether they are suitable and sufficient for the Buyer's purpose. The parties acknowledge that the Seller has made no commitments that the Goods will be fit for any particular purpose, including use subsea or under/in water.
- 4.2 Unless expressly stated to the contrary in writing by the Seller, the Seller shall have no liability for the failure of the Goods to perform in accordance with any Specification, or for any other loss or damage arising from use of the Goods or otherwise in connection with the Goods where such failure, loss or damage is caused by:
- 4.2.1 the operation, storage or use of those Goods in any extreme or unsuitable conditions including in extreme or unsuitable temperatures, weather conditions, altitudes, humidity or under/in water;
  - 4.2.2 the Goods not being suitable for the Buyer's purpose where such purpose has not been expressly approved by Seller;
  - 4.2.3 use of the Goods other than in accordance with the Seller's instructions; and/or
  - 4.2.4 the Buyer's, or any third party's, negligence.

- 4.3 Where the Seller manufactures any Goods in accordance with a Specification, the Seller will request, and the Buyer will provide, written approval by the Buyer of the production drawing prior to manufacture and the Buyer shall be responsible for ensuring the accuracy of the production drawing in all respects.

### **5. Custom charges and licenses**

- 5.1 The Buyer is responsible for payment of all customs and other charges levied on the Goods, if any, and for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time. If required by the Seller, the Buyer shall make those licences and consents available to the Seller prior to the relevant shipment.

### **6. Prices**

- 6.1 The price of the Goods shall be as stated in the Quotation that forms part of the Contract or, where no price has been quoted, the price listed in the Seller's published price list current at the date of Delivery. Prices shall be invoiced in sterling unless agreed otherwise in the Contract.
- 6.2 The Seller reserves the right to adjust the prices of Goods in the Contract before Delivery:
- 6.2.1 to reflect any increase in the cost to the Seller of manufacturing, acquiring, supplying or delivering the Goods; and/or
  - 6.2.2 in line with the publication by the Seller of a new price list occurring after the Quotation is provided and/or the Contract is entered into.

Wixroyd Group Ltd., Alexia House, Glenmore Business Park, Portfield Works, Chichester, PO19 7BJ

Tel: +44 (0)333 207 4497 | Fax: 01483 266778 | Email: [info@wixroyd.com](mailto:info@wixroyd.com) | Web: [www.wixroyd.com](http://www.wixroyd.com)

Company registration no.: 00496138, Vat no.: 408 1540 22

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- 6.3 Unless otherwise stated in writing, prices quoted by the Seller are exclusive of the Expenses and VAT (which shall be payable by the Buyer). Expenses shall be levied by the Seller in addition to the price of the Goods unless otherwise expressly agreed by the Seller in the Contract.
- 6.4 If the Buyer is required under any applicable law to withhold or deduct any amount from the payments due to the Seller, the Buyer shall increase the sum it pays to the Seller by the amount necessary to leave the Seller with an amount equal to the sum it would have received if no such withholdings or deductions had been made.
- 6.5 While the Seller aims to make every effort to ensure that prices stated in its sales literature and on its website are up-to-date and accurate the Buyer shall not rely on prices stated there and should contact the Seller's sales office to verify prices before placing an Order.
- 6.6 The Buyer shall not be entitled to make any deduction from the price of Goods by way of setoff or counter-claim.

## **7. Payment**

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- 7.1 Unless otherwise agreed by the parties in writing, the Seller may issue an invoice at any time from the point of dispatch of the Goods, or upon notifying the Buyer that the Goods are ready for collection.
- 7.2 Unless otherwise expressly stated in these Conditions or elsewhere in the Contract, payment shall be made no later than 30 business days after the date of the Seller's invoice.
- 7.3 Save where the Buyer has a credit account with the Seller, the Buyer is requested to make payment by debit or credit card or alternatively cleared funds via bank transfer.
- 7.4 Where the Buyer makes payment for Goods by means of a debit or credit card the Buyer must notify the Seller that it chooses to pay by this method at the time of placing an Order. The Seller reserves the right to decline to accept payment by credit card in any particular instance. The payment will be deducted from the Buyer's card account on or before despatch of the Goods from the Seller's premises.
- 7.5 If the Buyer is a trade customer or a regular customer then it may request the Seller to open a credit account in its name which the Seller may, at its sole discretion, grant provided that the price of the Buyer's first Order for Goods exceeds £250. For credit account customers the Seller requires payment to be made within 30 days after the date of invoice.
- 7.6 If the Buyer is from outside the United Kingdom payment for the Goods in full is required at the time the Order is placed. Clause 7.2 indicates accepted methods of payment.
- 7.7 The Seller's bank details will be provided upon request to enable the Buyer to make any payment by means of bank transfer.
- 7.8 Payment made by means of a cheque, bill or documentary credit shall be deemed to be paid when received in full and cleared funds by the Seller and all administrative costs associated with receiving a payment by such methods, including costs of discounting and encashing, shall be borne by the Buyer.
- 7.9 Unless otherwise agreed in writing with the Buyer, the Seller is entitled to allocate payments received to settle (in fully or in part) any sums due from the Buyer, whether under one Contract or any other Contract, in any order or manner the Seller determines, and in particular shall be entitled to apply any part payment to settle outstanding interest on overdue amounts, ahead of principal.
- 7.10 Notwithstanding any other provision of these Conditions or any other arrangements for the provision of credit which the Seller may have agreed with the Buyer, the whole price of all Goods bought or agreed to be bought by the Buyer shall immediately be payable without demand upon the occurrence of a relevant event as set out in clause 10.5.
- 7.11 Time for payment shall be of the essence of each Contract.
- 7.12 In the event of delay in payment the Seller shall be entitled to charge interest on the overdue amount at the rate of 4% per annum above Barclays Bank plc base rate from time to time which interest shall accrue on a daily basis from the date of invoice until the date on which payment including all interest is actually made, without prejudice to its other rights.
- 7.13 During any period of default in payment and at any time when the Seller shall have reasonable grounds for doubting that any payment by the Buyer will be made on the due date, without affecting any other rights which it may have, the Seller shall be entitled to exercise all or any of the following rights:
- 7.13.1 suspend the fulfilment of any Orders and withhold delivery of any Goods until payment is received in cleared funds;
  - 7.13.2 deduct outstanding sums from any sums owed by the Seller to the Buyer under the Contract or otherwise;
  - 7.13.3 require the Buyer to pay any costs of storage (or a reasonable charge for storage) of undelivered Goods;
  - 7.13.4 resell any Goods not yet delivered to the Buyer;
  - 7.13.5 retain any sums paid as a deposit for the Goods;
  - 7.13.6 demand the return of the Goods;
  - 7.13.7 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer).
- 7.14 If such default or other circumstances shall continue for a period of 14 days, the Seller shall be entitled to terminate any Contract by written notice to the Buyer, without prejudice to its other rights or remedies.
- 7.15 The Seller shall have an action for the price and any other sums due from the Buyer notwithstanding that property in the Goods has not passed to the Buyer.
- 7.16 The Buyer may not for any reason withhold, make deduction from, set off against or make abatement of any payment due to the Seller.
- 7.17 The granting by the Seller to the Buyer of time or other indulgence shall not prejudice or constitute a waiver of any of the Seller's rights under these Conditions.
- 7.18 The Seller shall have a general lien over any money or other property of the Buyer in its possession for all money due to it from the Buyer. If any lien is not satisfied within 14 days of such money becoming due, the Seller may apply such money, or as the case may be, sell such property as agent for the Buyer and apply the

proceeds, after deducting the expenses of the sale, in each case towards the monies due and the balance (if any) shall be paid to the Buyer.

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**8. Delivery times**

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- 8.1 The Buyer should contact the Seller's sales office for current Delivery times.
- 8.2 If the Seller has agreed to Deliver or arrange Delivery to the delivery address, all Expenses relating to such Delivery shall be borne by the Buyer.
- 8.3 Any time for Delivery given by the Seller is an estimate only and time shall not be of the essence of a Contract.
- 8.4 The Seller shall endeavour to meet the Buyer's delivery requirements but shall not be liable for any loss or damage caused by delay in Delivery and the Buyer shall not be entitled to cancel a Contract because of such delay.
- 8.5 Each Delivery shall be considered a separate transaction and the failure of any one Delivery shall not affect the due performance of a Contract as regards other Deliveries.
- 8.6 The Seller shall be entitled to make partial Deliveries and these Conditions shall apply to each Delivery.

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**9. Delivery**

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- 9.1 Subject to Condition 9.3, the method of carriage and choice of carrier for Delivery within the United.
- 9.2 If the Contract specifies or the parties subsequently agree a method of Delivery which shall incur Expenses, the Buyer shall be liable to pay all such Expenses and shall indemnify the Seller against all such Expenses. Such Expenses shall be included in the invoice for the relevant Goods where identified in advance, and where they are not identified in advance, the Seller shall be entitled to raise an invoice at its earliest convenience. All invoices raised shall be paid in accordance with clause 7 (Payment).
- 9.3 If the Goods shall be collected by the Buyer or by a carrier pursuant to an arrangement made by the Buyer, Delivery shall be deemed to take place at the time the Seller notifies the Buyer that the Goods are ready for collection. In all other instances, Delivery shall take place when the Goods are unloaded at the delivery address.
- 9.4 If the Buyer requires Delivery to be made outside the United Kingdom, the Seller recommends that the choice of carrier shall be determined by the Buyer and that the Buyer notifies such choice to the Seller at the time of placing its Order. In the absence of such notification the Seller will choose the carrier.
- 9.5 If Delivery is delayed at the request of, or due to an act or omission of the Buyer, the Seller may place the Goods in storage at the Buyer's risk and the Buyer shall pay such storage costs and other costs incurred by the Seller as a result of such delay.
- 9.6 If the Buyer fails to take Delivery or fails to give the Seller adequate delivery instructions at the time stated for Delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may:
  - 9.6.1 store the Goods until actual Delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
  - 9.6.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Buyer for any shortfall below the price under the Contract.

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**10. Title and risk**

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- 10.1 Title to the Goods shall remain with the Seller until payment in full is received by the Seller in cleared funds.
- 10.2 The provisions of clause 10.1 shall not prevent the Buyer from fixing the Goods to any other product or selling the Goods in the normal course of business but in the event of sale to the extent of the Buyer's indebtedness to the Seller in respect to the Goods, the Buyer shall hold the proceeds of sale or the right to receive the same on trust for the Seller and shall, at its request, either (i) place the proceeds of sale in a separate account of the Buyer in such a way as to be identifiable as in the beneficial ownership of the Seller, or (ii) assign the right to receive the proceeds of sale to the Seller.
- 10.3 If, before title to the Goods passes to the Buyer, the Buyer becomes subject to any of the events listed in clause 10.5, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Buyer may have, the Seller may at any time require the Buyer to deliver up the Goods and, 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.
- 10.4 The risk in the Goods shall pass to the Buyer on the earlier of Delivery or placing the Goods in storage in accordance with clauses 9.5 or 9.6.
- 10.5 For the purposes of clause 10.3, the relevant events are:
  - 10.5.1 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) 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;
  - 10.5.2 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;
  - 10.5.3 (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;
  - 10.5.4 (being an individual) the Buyer is the subject of a bankruptcy petition or order;
  - 10.5.5 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;

- 10.5.6 (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;
- 10.5.7 (being a company) a floating charge holder over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;
- 10.5.8 a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer's assets;
- 10.5.9 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 clauses 10.5.1 to 10.5.8 (inclusive);
- 10.5.10 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- 10.5.11 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 a Contract has been placed in jeopardy; and/or
- 10.5.12 (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.

## **11. Inspection on Delivery, transit delays and non-delivery**

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- 11.1 The Buyer must inspect the Goods as soon as is reasonably practicable after Delivery and shall within 7 days of Delivery give written notice to the Seller in detail of any defect in the Goods or of any other complaint which the Buyer may have in relation to the Goods. If the Buyer fails to give such notice within the 7-day timeframe the Goods shall be conclusively presumed to be in all respects in accordance with the relevant Contract and free from any defect which would be apparent on reasonable examination, and the Buyer shall be deemed to have accepted the Goods accordingly. After acceptance the Buyer shall not be entitled to reject Goods which are not in accordance with the Contract.
- 11.2 Queries regarding shortages of Goods must be made within 7 days of Delivery and must be accompanied by the despatch note. Queries regarding Goods invoiced but not Delivered must be made within 10 days of the expected date of Delivery and the invoice number must be quoted. In no circumstances shall the Seller be liable to compensate the Buyer in damages or otherwise for non-Delivery or late Delivery of the Goods or any of them for whatever reason or for any loss consequential or otherwise arising from non-Delivery or late Delivery.

## **12. Quality**

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- 12.1 The Seller warrants that the Goods will for the Warranty Period comply in all material respects with the Specification.
- 12.2 If during the Warranty Period there is any material breach of the warranty in clause 12.1, the Buyer must notify the Seller of such breach within 7 business days after the Buyer first becomes aware of the same. Provided such notification is received by the Seller within such 7-business day period, the Seller shall, at its sole option, repair or replace the Goods (or the relevant part), refund all or a fair or reasonable part of the purchase price or, where sums are owed by the Buyer to the Seller, issue of a credit note or a credit card account refund against return of the Goods. If the Seller complies with this obligation it shall have no further liability in respect of, or arising from, the relevant breach of the warranty.
- 12.3 The Seller shall not be in breach of clause 12.1 and the Seller shall have no obligation under clause 12.2 if the claim results from:
  - 12.3.1 fair wear and tear, or damage caused by the Buyer's or any third party's default, negligence or misuse of the Goods, including the accidental or deliberate destruction of or damage to the Goods;
  - 12.3.2 any of the circumstance or events set out in clause 4.2;
  - 12.3.3 any failure to install, use or maintain the Goods in accordance with the Seller's or manufacturer's instructions;
  - 12.3.4 any use, storage or operation of the Goods in extreme or unusual conditions including without limitation in extreme or unusual temperatures, weather conditions, altitudes, air pressure or humidity;
  - 12.3.5 any use, storage or operation of the Goods in a setting which has not been expressly approved by the Seller in writing;
  - 12.3.6 any alterations or modifications or repairs to the Goods other than those carried out by the Seller, or third parties nominated or approved in writing by the Seller;
  - 12.3.7 any drawing, design, Specification or instruction supplied or approved by the Buyer.
- 12.4 The Seller shall not be liable under the warranties in clause 12.1 or any other warranty, condition or guarantee while any sum is overdue from the Buyer to the Seller.
- 12.5 The warranties and rights in clauses 12.1 and 12.2 do not extend to:
  - 12.5.1 minor damage to paintwork and surfaces; or
  - 12.5.2 parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any manufacturer's warranty or guarantee that the Seller is entitled to transfer to the Buyer.

## **13. Intellectual property rights**

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- 13.1 The Buyer acknowledges that all Intellectual Property Rights relating to and/or subsisting in the Goods or their design, packaging, labelling and other materials supplied with or in connection with any of the Goods, including any Specifications provided by the Seller, are and shall at all times remain vested in the Seller. Nothing in these Conditions or through the fulfilment of the Contract shall be construed as conferring any license or granting any rights in favour of the Buyer in relation to such Intellectual Property Rights except as may be necessary for the usual use of the Goods.

## **14. Returns**

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- 14.1 Subject to the provisions of clauses 11 and 12, the Seller shall be under no obligation to accept the return of any Goods.

- 14.2 In exceptional cases the Seller may at its sole discretion accept the return of Goods in which case the Buyer will be credited with the price of the Goods set out in the invoice less a handling charge of 20% of that price. A return will only be accepted if:
- 14.2.1 the Seller's sales office has first agreed to the return and issued a goods return number;
  - 14.2.2 the return is made within 30 days of the date of the invoice; and
  - 14.2.3 if the Goods are returned in the same condition in which they were Delivered (including that they are unmarked and unused) with their packaging intact and unmarked.

## 15. Notices

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- 15.1 Save as expressly provided for in these Conditions, all warranties, other conditions, liabilities or terms implied by statute or common law are hereby excluded except to the extent such exclusion is prohibited or limited by law.
- 15.2 The Seller shall have no limit on its liability for death or personal injury caused by the Seller's negligence or the negligence of its employees and nothing in these Conditions excludes or limits either party's liability where such exclusion or limitation is prohibited by law.
- 15.3 Subject to clause 15.2, the Seller shall only be liable to the Buyer in respect of claims notified to the Seller in accordance with these Conditions.
- 15.4 Any liability the Seller may have for claims concerning damage to the physical property of the Buyer (excluding the Goods) arising out of or in connection with the Contract and/or the Goods however arising, shall be limited to twenty thousand pounds (£20,000) in the aggregate.
- 15.5 Notwithstanding any other provision of these Conditions, but subject to clause 15.2, the Seller shall have no liability arising out of or in connection with these Conditions, any Contract or the Goods, however arising, for any:
- 15.5.1 direct or indirect loss of or damage to:
    - (a) profit;
    - (b) revenue;
    - (c) business;
    - (d) contract;
    - (e) opportunities;
    - (f) anticipated savings;
    - (g) data;
    - (h) goodwill;
    - (i) reputation;
    - (j) use;
  - 15.5.2 loss, damage or claim arising as a result of anything listed in clauses 12.3.1 to 12.3.6 inclusive;
  - 15.5.3 increased costs or expenses;
  - 15.5.4 special, indirect or consequential loss or damage of any nature whatsoever;
  - 15.5.5 loss or damage caused by use of the Goods subsea or in/under water.
- 15.6 Subject to clause 14.3 and 14.4 and notwithstanding anything contained in these Conditions, the Seller's liability in contract, tort (including negligence or breach of statutory duty) or otherwise arising by reason of or in connection with the supply of the Goods shall be limited to a sum equivalent to the price of the Goods supplied.
- 15.7 The term "however arising" when used or referred to in these Conditions covers all causes and actions giving rise to the liability of the Seller arising out of or in connection with the Contract and the Goods including (i) whether arising by reason of any misrepresentation (whether made prior to and/or in the Contract) negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise; (ii) whether arising under any indemnity; or (iii) whether caused by any total or partial failure or delay in supply of the Goods or defective Goods.
- 15.8 Without prejudice to any duty of the Buyer at common law, the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any losses or claims that may arise in relation to these Conditions or any Contract.

## 16. Indemnity

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- 16.1 Subject to any statutory provision to the contrary, the Seller shall have no liability for any loss or damage suffered by any third party caused directly or indirectly by the Goods, whether as the result of their operation or use or otherwise and whether as the result of any defect therein or otherwise and the Buyer shall indemnify the Seller from any claim arising from any such loss or damage.

## 17. Force majeure

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- 17.1 The Seller shall not be liable for any loss or damage sustained by the Buyer caused by delay or failure to perform a Contract arising from any act of God, war, riot, strike, lock-out, pandemic, epidemic, civil emergency, government control or regulation, abnormal weather conditions, accident, breakdown or any other circumstances beyond the Seller's control and in such event, insofar as a Contract shall not have performed, the Seller may either terminate such Contract and return any advance payment received or delay for such period as may be necessary.

## 18. Confidentiality

- 18.1 All drawings and other documents supplied by one party to the other shall remain the copyright and property of the party supplying the same and may not be copied or reproduced without its consent and such documents shall be returned in the event of a Contract not being made or completed.
- 18.2 Any trade secret or confidential information supplied by either party to the other shall be kept confidential and shall not be disclosed to any party without the consent of the party supplying the same, except that any obligations contained in this clause shall not prevent any disclosure of confidential information which is required by law, court order or any legal or regulatory authority, which is required to comply with the rules of any relevant stock exchange, or disclosure to a party's professional advisors, acting in their capacity as such.

## 19. Infringement

- 19.1 The Buyer shall notify the Seller immediately of any circumstances coming to its attention which may be likely to give rise to any claim that the Goods infringe the rights of any third party and the Buyer shall permit the Seller to conduct any action or negotiations in respect thereof in the name of the Buyer but at the Seller's expense.
- 19.2 In the event of any such claim being successful, the Seller shall indemnify the Buyer against any award that the Buyer is ordered to pay to the third party pursuant to a judgement by a court of a competent jurisdiction, but shall have no other liability to the Buyer in respect thereof.

## 20. Termination

- 20.1 Without affecting any other rights and remedies it might have, the Seller shall be entitled to terminate the Contract and/or suspend its performance at any time without liability to the Buyer by giving written notice to the Buyer at any time if:
- 20.1.1 the Buyer is in material breach of any provision of, or purports to cancel, the Contract;
  - 20.1.2 a relevant event as described in clause 10.5 occurs;
  - 20.1.3 payment of any amount due from the Buyer is overdue by ten (10) days; and
  - 20.1.4 in any other circumstances provided for in these Conditions and/or the Contract.
- 20.2 Any termination however caused shall not affect:
- 20.2.1 any right or liabilities which have accrued prior to the time of termination;
  - 20.2.2 the continuance in force of any provision of these Conditions or any Contract which expressly or by implication is intended to come into or continue in force after termination including clauses 15 (Liability), 16 (Indemnity) and 18 (Confidentiality).

## 21. Notices

- 21.1 Any notice to be given by either party to the other may be served by e-mail to the email address agreed by the parties or by leaving it at, or by sending it by pre-paid first class post or recorded delivery to, the intended recipient's head office or last known address. A notice is deemed to be received when the email is sent, or when left at the recipient's address or, if sent by pre-paid first class post or recorded delivery, 48 hours from the date of posting. If such deemed receipt is not within business hours (being between 9.00 am and 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to be received when business hours next commence.

## 22. Assignment and subcontracting

- 22.1 The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under a Contract.
- 22.2 The Buyer shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under a Contract without the prior written consent of the Seller

## 23. Third party rights

- 23.1 All members of the Seller Group and all employees, agents and subcontractors of the Seller and members of the Seller Group (each being a "TP") shall each be entitled, in its own right pursuant to the Contracts (Rights of Third Parties) Act 1999 ("TP Act"), to enforce every right, defence and limitation expressed to be in favour of the Seller under these Conditions and the Contract to the extent determined by the Seller in its absolute discretion from time to time, as if such rights, defences and limitations were expressed to be for the benefit of the relevant TP. Also, each member of the Seller Group shall be entitled in its own right to enforce, pursuant to the TP Act, all indemnities in these Conditions and the Contract expressed to be in favour of the Seller to the extent determined by Seller in its absolute discretion from time to time, as if such indemnities were expressed to be for the benefit of the relevant members of the Seller Group. The Buyer and the Seller shall not be required to notify or obtain the consent of any TP in order to rescind or vary the Contract or any provision of it. The aggregate liability of all TPs and the Seller collectively shall be no greater than the liability of the Seller alone, as set out in the Contract. No TP may assign or otherwise transfer any of their rights referred to in this clause 23.

## 24. Variation

- 24.1 Except as set out in these Conditions, any variation to these Conditions or a Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Seller and the Buyer.

- 24.2 No employee, agent or salesperson of the Seller has any authority to waive or vary any of these Conditions on behalf of the Seller and any variation to these Conditions shall be inapplicable unless in writing and signed by a director on behalf of the Seller.

**25. Sale to consumers**

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- 25.1 If the Buyer is a consumer purchasing Goods under a distance contract, as those terms are defined in the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Consumer Contracts Regulations"), these Conditions shall be subject to the provisions of the Consumer Contracts Regulations and in the event of there being any conflict between these Conditions and the Consumer Contracts Regulations, the Consumer Contracts Regulations shall prevail.

**26. Law**

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- 26.1 These conditions and each Contract shall be governed by, and construed in accordance with, English law and the parties irrevocably submit to exclusive jurisdiction of the courts of England and Wales to determine any dispute between them in relation thereto.