

CEMA GROUP STANDARD TERMS & CONDITIONS OF SALE**1. Application of Conditions**

The Seller shall sell and the Buyer shall purchase the Goods or Services in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2. Interpretation**2.1 In these Conditions: -**

"Business Day"

means any day other than a Saturday, Sunday, or bank holiday; and

"the Buyer"

means the person who accepts a quotation or offer of the Seller for the sale of the Goods or Services or whose order for the Goods or Services is accepted by the Seller;

"the Contract"

means the contract for the purchase and sale of the Goods or Services under these Conditions;

"these Conditions"

means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;

"the Delivery Date"

means the date on which the Goods or Services are to be delivered/tested/installed as stipulated in the Buyer's order and accepted by the Seller;

"the Goods"

means the goods (including any instalment of the Goods or any parts for them) which the Seller is to supply in accordance with the Contract and these Conditions;

"the Services"

means the Services to which the Seller is to provide in accordance with the Contract and these Conditions;

"month"

means a calendar month.

"the Seller"

means **CEMA Group Limited**, a company registered in England under No. 09874998 and any of its subsidiaries or holding companies from time to time as defined in section 1159 of the Companies Act 2006 (each, a "Group Company");

"writing"

includes any communications effected by email, facsimile transmission, or any comparable means.

2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted, or extended at the relevant time.

2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. Basis of Sale

3.1 The Seller's employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Seller in writing. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3.2 No variation to the Contract or these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

3.3 Sales literature, price lists and other documents issued by the Seller in relation to the Goods or Services are subject to alteration without notice and do not constitute offers to sell the Goods or Services which are capable of acceptance. An order placed by the Buyer may not be withdrawn cancelled or altered prior to acceptance by the Seller and no contract for the sale of the Goods or Services shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the Goods to Services or has accepted an order placed by the Buyer by whichever is the earlier of: -

(a) the Seller's written acceptance.

(b) delivery of the Goods or Service; or

(c) the Seller's invoice.

3.4 Any typographical, clerical, or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

4. Orders and Specifications

4.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorised representative.

4.2 The specification for the Goods or Services shall be those set out in the Seller's sales documentation unless varied expressly in the Buyer's order (if accepted by the Seller). The Goods or Services will only be supplied in the minimum units (or multiples) stated in the Seller's quotation or in multiples of the sales order as specified. Services will be provided on a day rate, or half day minimum, if agreed with the Buyer.

4.3 The Seller reserves the right to make any changes in the specification of the Goods or Services which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods or Services are to be supplied to the Seller's specification, which do not materially affect their quality or performance.



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- 4.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller because of cancellation.

5. Price of Goods or Services

- 5.1 The price of the Goods or Services shall be the price provided in the form of a quotation at the date of acceptance of the Buyer's order or such other price as may be agreed in writing by the Seller and the Buyer. Quotations will be valid for 30 days or such time as the Seller may specify.
- 5.2 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods or Services to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods or Services which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 5.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are exclusive of the Seller's charges for packaging and transport to the location in the United Kingdom specified in the Buyer's order.
- 5.4 The price is exclusive of any applicable value added tax excise, sales or taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods or Services, which the Buyer shall be additionally liable to pay to the Seller.
- 5.5 The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Goods only, but full credit will be given to the Buyer provided they are returned at the Buyer's expense undamaged to the Seller.

6. Terms of Payment

- 6.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the price of the Goods or Services on or at any time after delivery of the Goods or Services, or the Buyer wrongfully fails to take delivery of the Goods or Services, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods or Services are ready for collection/testing/installation or (as the case may be) the Seller has tendered delivery of the Goods or Services.
- 6.2 The Buyer shall pay the price of the Goods or Services (less any discount or credit allowed by the Seller) in full, without any deduction, withholding, counterclaim or set off, whether arising under the Contract or otherwise, within 30 days of the date of the Seller's invoice or otherwise in accordance with such credit term as may have been agreed in writing between the Buyer and the Seller in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. The time of the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

- 6.3 All payments shall be made to the Seller in Pounds Sterling at its office as indicated on the form of acceptance or invoice issued by the Seller.
- 6.4 The Seller is not obliged to accept orders from any customer or buyer who has not supplied the Seller with references satisfactory to the Seller; if at any time the Seller is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event no further Goods or Services will be delivered to the Buyer other than against cash payment and notwithstanding Clause 6.2 of these Conditions, all amounts owing by the Buyer to the Seller shall be immediately payable in cash.

7. Delivery

- 7.1 Delivery of the Goods or Services shall be made by the Seller delivering the Goods or Services to the place in the United Kingdom specified in the Buyer's order and/or the Seller's acceptance as the location to which the Goods or Services are to be delivered by the Seller or, if no place of delivery is so specified, by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.
- 7.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer. The Services will be delivered in relation to an agreed programme of works under the Contract.
- 7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as repudiated.
- 7.4 If the Buyer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Seller shall be entitled upon given written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provision of Clause 8.1 of these Conditions risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such failure.
- 7.5 If the Buyer fails to take delivery of the Services or any part of them on the agree Delivery Date and/or fails to provide any instructions, documents, licences, consents, or authorisations required to enable the Services to be delivered on that date, the Seller shall be entitled upon given written notice to the Buyer to charge for the cancellation and delay times associated with the stoppage.

8. Risk and Property (Goods)

8.1 Risk of damage to or loss of the Goods shall pass to the Buyer at: -

- (a) in the case of Goods to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the Goods are available for collection; or
- (b) in the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.

8.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.

8.3 Until such time as the property in the Goods passes to the Buyer: -

- (a) the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected, and insured and identified as the Seller's property.
- (b) the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business, but shall account to the Seller for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and in the case of tangible proceeds, properly stored, protected, and insured; and
- (c) provided the Goods are still in existence and have not been resold, the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

8.4 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the goods which remain the property of the Seller, but if the Buyer does so all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.

8.5 Where ownership of any Goods passes to the Buyer before delivery, installation or incorporation into the works, the Buyer shall be responsible for ensuring that such Goods are adequately insured for their full replacement value from the date ownership passes, whether such Goods are stored at the Seller's premises, the Buyer's premises or any third-party location.

9. Seller's Default

9.1 If the Seller fails to deliver the Goods or Services or any of them on the Delivery Date other than for reasons outside the Seller's reasonable control or the Buyer's or its carrier's fault: -

- (a) if the Seller delivers the Goods or Services at any time thereafter the Seller shall have no liability in respect of such late delivery.



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9.2 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in delivery or in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods or Services, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control: -

- (a) act of God, explosion, flood, tempest, fire, or accident.
- (b) war or threat of war, sabotage, insurrection, civil disturbance, or requisition.
- (c) acts, restrictions, regulations, byelaws, prohibitions, or measures of any kind on the part of any governmental, parliamentary or local authority.
- (d) import or export regulations or embargoes; and/or
- (e) strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party).

10. Defective Goods

10.1 If on delivery any of the Goods defective or not as per design in any material respect and either the Buyer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery "condition and contents unknown" the Buyer gives written notice of such defect to the Seller within three business days of such delivery, the Seller shall at its option: -

- (a) replace the defective Goods within 14 days of receiving the Buyer's notice; or in relation to Services, correct the work accordingly.
- (b) refund to the Buyer the price for the goods which are defective.

But the Seller shall have no further liability to the Buyer in respect thereof and the Buyer may not reject the Goods if delivery is not refused, or notice given by the Buyer as aforesaid.

10.2 No Goods may be returned to the Seller without the prior agreement in writing of the Seller. Subject thereto any Goods returned which the Seller is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Seller's sole discretion the Seller shall refund or credit to the Buyer the price of such defective Goods, but the Seller shall have no further liability to the Buyer.

10.3 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration of the Goods without the Seller's approval, or any other act or omission on the part of the Buyer, its employees, or agents or any third party.

- 10.4 Goods, other than defective Goods returned under Conditions 10.1 or 10.2, returned by the Buyer and accepted by the Seller may be credited to the Buyer at the Seller's sole discretion and without any obligation on the part of the Seller. Where Goods returned to the Seller are not resalable, they will not be considered for credit and will be destroyed by the Seller at the Buyer's expense in the interests of safety. A handling charge of up to 100% of the value of the Goods returned by the Buyer may be charged by the Seller.
- 10.5 Subject as expressly provided in these Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 10.6 Where the Goods are sold under a consumer sale the statutory rights of the Buyer are not affected by these Conditions.
- 10.7 Except in respect of death or personal injury caused by the Seller's negligence, or as expressly provided in these Conditions, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.
- 10.8 The Buyer shall be responsible to ensure that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Buyer is in compliance with all applicable statutory handling and sale of the Goods by the Buyer is carried out in accordance with directions given by the Seller or any competent governmental or regulatory authority and the Buyer will indemnify the Seller against any liability loss or damage which the Seller might suffer as a result of the Buyer's failure to comply with this condition.

11. Defective Services

- 11.1 If on delivery of any Services or thereafter, during the warranty period a problem directly relating to the Services is identified by the Buyer, the Buyer gives written notice of such defect to the Seller within three business days of such delivery, the Seller shall at its option: -

- (a) return to site and rectify the defects within 14 days of receiving the Buyer's notice.
- (b) refund to the Buyer the price for the Services which are defective.

But the Seller shall have no further liability to the Buyer in respect thereof and the Buyer may not reject the Services if notice given by the Buyer as aforesaid.

- 11.2 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration of the Services or works provided without the Seller's approval, or any other act or omission on the part of the Buyer, its employees, or agents or any third party.



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- 11.3 Subject as expressly provided in these Conditions, and except where the Services are sold under a consumer sale, all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 11.4 Where the Services are sold under a consumer sale the statutory rights of the Buyer are not affected by these Conditions.
- 11.5 Except in respect of death or personal injury caused by the Seller's negligence, or as expressly provided in these Conditions, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with the supply of the Services.

12. Buyer's Default

- 12.1 If the Buyer fails to make any payment on the due date, then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: -
- (a) cancel the order or suspend any further deliveries/site works to the Buyer.
 - (b) appropriate any payment made by the Buyer to such of the Goods or Services (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); and
 - (c) charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of two per cent per annum above the Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 12.2 This condition applies if: -
- (a) the Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract; or
 - (b) the Buyer becomes subject to an administration order or makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation; or
 - (c) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Buyer; or
 - (d) the Buyer ceases, or threatens to cease, to carry on business; or
 - (e) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

12.3 If Clause 12.2 applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods or Services have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13. Confidentiality, Publications, Endorsements and Intellectual Property

13.1 The Buyer undertakes to the Seller that: -

- (a) the Buyer will regard as confidential the Contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the Buyer's default.
- (b) the Buyer will not use or authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises note paper visiting cards advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Seller and (where appropriate) its Licensor;
- (c) the Buyer will use all reasonable endeavours to ensure compliance with this Condition by its employees, servants, and agents;
- (d) All intellectual property rights of any nature (including but not limited to, copyright, database rights, design rights, patents, trademarks, trade secrets and all other proprietary rights) whether registered or not in the Goods and/or Services and any documentation or other materials supplied or created by the Seller in connection with the Contract shall remain vested in and be owned by the Seller absolutely;
- (e) Nothing in the Contract shall restrict the Seller from utilising, developing, adapting or applying for the benefit of its other customers any general skill and/or knowhow that it may develop or acquire in the performance of the Services or the provision of the Good; and
- (f) To the extent that any intellectual property rights referred to in Clause 13.1(d) of these Conditions do not automatically vest in the Seller, the Buyer hereby assigns (or shall procure the assignment of) such rights to the Seller with full title guarantee. The Buyer shall execute such documents and do such acts as the Seller may reasonably require to give effect to this provision.

13.2 Each party shall comply with all applicable data protection legislation in connection with the Contract and these Conditions, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and any successor legislation, and shall implement and maintain appropriate technical and organisational measures to protect any personal data processed in connection with the Contract.

13.3 The provisions of Clause 13 of these Conditions shall survive the termination of the Contract.



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14. General

- 14.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 14.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 14.4 The Contract and these Conditions constitute the entire agreement between the Seller and the Buyer and supersede and extinguish all previous agreements, promises, assurances, representations, understandings and arrangements between them, whether written or oral, relating to their subject matter.
- 14.5 The Buyer shall not assign, transfer, charge, subcontract or otherwise deal with any of its rights or obligations under the Contract without the prior written consent of the Seller. The Seller may at any time assign, transfer, charge, subcontract, declare a trust over or novate any or all of its rights or obligations under the Contract to any Group Company or to any third party, including any successor to its business or any purchaser of all or a substantial part of the Seller's business, by giving written notice to the Buyer.
- 14.6 The Contract shall be governed with the laws of England and Wales, and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with the Contract or its subject matter or formation.