

ERSTEN GLOBAL LIMITED (EGL) – TERMS AND CONDITIONS OF ORDERS

1. DEFINITIONS

- a. **“Contract”** shall mean any agreement for the sale and supply of Products by **Ersten Global Limited (“EGL”)** to the Customer, constituted by these General Terms and Conditions together with EGL’s quotation, purchase confirmation, and any schedules, annexures, or other documents expressly incorporated by reference.
- b. **“Products”** shall mean all goods, materials, equipment, components, or related services, including their packaging, which are to be supplied by EGL pursuant to the applicable Contract.
- c. **“Company”** shall mean **Ersten Global Limited (“EGL”)**, including any subsidiary, affiliate, or associated entity identified within the relevant quotation or contractual documentation.
- d. **“Customer”** shall mean any individual, corporation, partnership, joint venture, or other legal entity purchasing or agreeing to purchase Products from the Company under a Contract.
- e. **“Force Majeure”** shall mean any act, event, omission, or circumstance beyond the reasonable control of the Company—including, without limitation, natural disasters, industrial disputes, supplier non-performance, transport disruptions, regulatory changes, embargoes, civil unrest, war, terrorism, or governmental actions—which prevents, restricts, or delays performance of the Company’s obligations.
- f. **“Order”** shall mean any written or oral purchase order, request, or commitment issued by the Customer and received and accepted by the Company in accordance with these Terms.

2. SCOPE

- a. These General Terms and Conditions establish the standard contractual framework under which EGL supplies Products to the Customer. They apply to all Contracts, quotations, offers, and sales issued by EGL unless expressly varied through a written agreement executed by an authorized representative of EGL.
- b. The invalidity, illegality, or unenforceability of any individual provision shall not affect the validity or enforceability of the remaining provisions, all of which shall remain in full force and effect.

3. QUOTATIONS AND ORDERS

- a. Unless expressly stated, all quotations issued by EGL—including pricing—are provided without commitment and remain subject to amendment or withdrawal prior to acceptance of the relevant Order and are contingent on Product availability.
- b. Each Order constitutes an offer to purchase Products under these Terms. These Terms shall take precedence over any conflicting, additional, or deviating terms contained in the Customer’s purchase order or other documents. The Customer’s standard purchasing conditions shall have no effect unless expressly accepted in writing by EGL.
- c. No Order shall be binding on EGL unless and until accepted through a written, electronic, or oral confirmation issued by EGL, or upon shipment of the Products. Acceptance of any Product delivery constitutes full and unconditional agreement to these Terms.
- d. Except as expressly permitted under Clause 7(c), no amendment, modification, or alteration of any term of the Contract shall be valid unless set out in a written document expressly referencing the affected provision and executed by an authorized signatory of EGL.

4. PRICES

- a. Unless otherwise agreed in writing, the applicable price for the Products shall be: (i) the price stated in EGL’s quotation; or, where such quotation has expired or no quotation exists, (ii) the price in EGL’s prevailing price list as of the date of Order acceptance, less any formally approved discount.
- b. Prices are quoted in GBP and are based on delivery **F.O.B. EGL’s designated shipping point**, unless otherwise agreed in writing.
- c. Prices exclude taxes, duties, freight, packaging upgrades, insurance, or other charges, which shall be borne by the Customer unless applicable law requires EGL to pay, in which case the Customer shall reimburse EGL. Standard packing is included; specialized export packaging, pallets, or crating shall be charged separately
- d. notify constitutes a waiver of claims to the extent permitted by law.

5. PAYMENTS AND LICENSES

- a. Payment shall be made in the currency specified on EGL's invoice.
- b. Payment shall be made within **30 days** from the invoice date unless otherwise agreed. Overdue amounts accrue interest at the higher of: (i) **1.5% per month**, or (ii) **2% per annum above EGL's primary bank base rate**, subject to legal limits. The Customer shall reimburse all reasonable costs, including legal fees, incurred in collecting overdue amounts.
- c. The Customer shall not withhold, deduct, or set off any amounts claimed against EGL from payments due under any Contract unless expressly permitted by law.
- d. EGL shall only deliver Products if the Customer has settled all outstanding amounts due. Deliveries may be suspended in the event of default until all amounts, interest, and costs are paid.
- e. The Customer is responsible for obtaining all permits, licenses, exchange control approvals, import documentation, or other regulatory authorizations necessary for importation, payment, or use of the Products. Failure to obtain such approvals shall not relieve the Customer of its obligations

6. DELIVERY AND FORCE MAJEURE

- a. Delivery dates are estimates only. Time shall not be of the essence unless expressly agreed. EGL shall not be liable for delivery delays.
- b. In case of Force Majeure, EGL may suspend or terminate the affected Contract without liability, without prejudice to payment for Products already delivered.
- c. Unless agreed otherwise, delivery shall be made to the Customer's specified address or, if none is provided, to the principal place of business. Delivery occurs upon handover to the Customer, authorized representative, or carrier. Packaging, transport, and insurance charges may be added. Off-loading costs are borne by the Customer.
- d. The Customer shall pay all additional costs incurred due to failure to take delivery on the agreed date or within seven (7) days of notification that Products are ready.
- e. The Customer must inspect Products promptly and notify EGL in writing of any loss, damage, or shortage within **48 hours** of delivery. Failure to notify constitutes a waiver of claims to the extent permitted by law.

7. PASSING OF RISK, TITLE, CANCELLATION AND RETURNS

- a. Risk passes to the Customer at the earlier of: (i) delivery to the Customer, its agent, or authorized representative; or (ii) the agreed delivery date if the Customer fails to take delivery.
- b. Ownership remains with EGL until full payment of all amounts due under the Contract and any other obligations owed by the Customer. Proceeds from resale prior to payment shall first satisfy amounts owed. EGL may repossess Products and access Customer premises if payment is not made or insolvency occurs.
- c. Orders may only be modified or cancelled with EGL's written consent and subject to indemnification for any resulting loss or expense. Products may not be returned without written authorization from an officer of EGL.
- d. Unless expressly agreed, all sales are final. Approved returns must be promptly returned, carriage prepaid, and in good condition to qualify for credit.
- e. EGL may terminate the Contract for material breach, including non-payment, insolvency, receivership, or commencement of liquidation, winding-up, or administration proceedings.

8. WARRANTY AND LIMITATIONS OF LIABILITY

- a. EGL provides no express or implied warranties beyond those transferable from the manufacturer. The Customer shall rely solely on the manufacturer for claims or remedies. EGL **expressly disclaims all warranties**, including merchantability, fitness for purpose, satisfactory quality, or non-infringement.
- b. The Customer's sole remedy for defective Products is limited to the manufacturer's warranty. EGL's total liability shall not exceed the invoiced price of the Products.
- c. EGL shall not be liable for indirect or consequential losses, including loss of profits, revenue, goodwill, time, or claims from the Customer's clients.
- d. EGL shall not be liable for special, punitive, or incidental damages.
- e. EGL is not liable for third-party intellectual property infringement arising from the Customer's use of Products.
- f. All limitations of liability extend to EGL's affiliates, subsidiaries, and associated entities.

9. SPECIFICATIONS, INSTRUCTIONS, AND DESIGN

- a. Products manufactured to Customer-provided specifications, instructions, or designs are the Customer's responsibility.
- b. The Customer shall indemnify EGL against claims, losses, or expenses from third-party intellectual property infringement, including patents, trademarks, design rights, copyrights, or registered designs.
- c. The Customer shall indemnify EGL against liability, loss, or damages arising from Products manufactured to such specifications, instructions, or designs in any jurisdiction.

10. GOVERNING LAW AND JURISDICTION

- a. This Contract shall be governed by and construed in accordance with the laws of England and Wales. The parties agree that the courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with this Contract. Notwithstanding the foregoing, EGL reserves the right to initiate proceedings in any other jurisdiction where necessary to secure or enforce its rights and remedies under this Contract.
- b. Each Contract constitutes the entire agreement between EGL and the Customer concerning its subject matter. The Customer acknowledges that no rights of recourse exist other than those expressly stated in these Terms. These Terms apply irrespective of any alleged negligence or omission by EGL, its affiliates, or its representatives.