



MSA (BRITAIN) LIMITED
TERMS AND CONDITIONS OF SALE

1. **General** – Each order submitted by you shall constitute an offer to buy the relevant goods (the “**goods**”) as set out in our quotation for such goods (the “**Quotation**”) on the basis of our Quotation and the following terms and conditions. The contract between you and us for the sale and purchase of the goods (the “**Contract**”) shall be created when we accept your offer in writing. The Contract shall comprise our Quotation and these terms and conditions, including the Terms and Conditions on Order Processing and Delivery attached as Exhibit A hereto, to the exclusion of all other terms and conditions including any terms and conditions contained in your purchase order form or which are implied by trade, custom, practice or course of dealing. You confirm that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in the Contract. Unless previously withdrawn, or otherwise stated therein, all Quotations (except items marked (*)) are open for acceptance within sixty (60) days of the date of the Quotation.
2. **Goods not of our manufacture** – Goods marked (*) are not of our manufacture and will be invoiced at the prices and subject to the relevant manufacturer's terms and conditions of sale in force at the time of delivery by us or the manufacturer as the case may be.
3. **Pricing** - Unless expressly agreed otherwise between the Parties in writing: (i) the prices quoted by us do not include costs for transportation (and any transportation-related charges) or statutory value added tax, and (ii) all orders under £ 1700 will incur a fixed charge for transportation, as specified in the Quotation. For orders under this amount, a fixed charge of £ 40 for transportation will be billed Express deliveries, transportation of dangerous goods, or special transportation requests from you will incur additional transportation charges. Except as otherwise agreed in writing by the parties, the goods are supplied at the prices in effect on the day of the Contract as set out in the applicable *MSA Price List*. You acknowledge that the pricing for Quotations or orders confirmed or committed by us shall be subject to increase upon written notice if (a) required by applicable law, (b) a material change in working or economic conditions affects the Products, (c) raw material or supplier price increases are passed through to MSA that cannot be mitigated through reasonable commercial efforts, or (d) due to other unforeseen circumstances not attributable to us. Prices quoted in Sterling for imported goods are subject at our option, to amendment to give effect to any alteration in import charges affecting such goods or to any change in the relevant exchange rates.
4. **Acceptance** – Your order must be accompanied by sufficient information to enable us to proceed with the order forthwith, otherwise we shall be at liberty to amend the prices quoted in the Quotation to cover any increase in cost which has taken place after your order was submitted. Any samples submitted to you and not returned to our works within one month from date of receipt of such samples by you shall be paid for by you. Orders, once acknowledged by us, may not be cancelled without express written authorisation by us. If and when authorised, appropriate fees may apply.
5. **Limits of Contract** – The Quotation include only such goods, accessories and work as are specified therein.
6. **Drawings etc.** - All specifications, samples, drawings, and particulars of weights and dimensions submitted with the Quotation are approximate only and the descriptions and illustrations contained in our catalogues, price lists and other advertisement matter are intended merely to present a general idea of the goods described therein, and none of these shall form part of the Contract or have any contractual force. After your order has been accepted by us a set of certified outline drawings will be supplied at your expense and on request.
7. **Inspection and tests** - Our goods are carefully inspected and are, at our discretion and where reasonably practicable, submitted to our standard tests at our works before delivered by us. If tests other than those specified in the Quotation or tests in the presence of you or your representatives are reasonably required, these will be charged for and payable by you. In the event of any delay on your part in attending such tests after receiving seven (7) days notice that we are ready to carry out the relevant tests, such tests will proceed in your absence and shall be deemed to have been made in your presence.
8. **Performance** - We will accept no liability for failure to attain any performance figures quoted by us unless we have specifically guaranteed them subject to any tolerances specified or agreed to by us. If the performance figures obtained on any test provided for in the Contract are outside the rejection limits specified therein, you will be entitled to reject the goods in respect of which such figures fall outside such limits, but we are to be given reasonable time and opportunity to rectify their performance before you become so entitled. If you become entitled to reject goods pursuant to this clause 8, we will repay to you any sum paid by you to us on account in respect of such goods. You assume responsibility that goods stipulated by you are sufficient and suitable for your purpose.
9. **Liability for delay** - Any times quoted for delivery by us are from the date of acceptance by us of the Acceptance and of all necessary information and drawings to enable us to put the work in hand in accordance with clause 4. All such times are to be treated as estimates only and are not of the essence and shall, in no circumstances whatever involve us in any liability for failure to deliver within such or any time. In all cases, whether a time for delivery be quoted or not, the time for delivery shall be extended by a reasonable period if delay in delivery is caused by instructions, or lack of instructions from you or by industrial dispute or by any force majeure event in accordance with clause 19 below. Times for delivery of material not in stock are based upon times received by us in good faith from third party suppliers. If any shipment or delivery is delayed due to Buyer's request, act, or omission, then payments will become due as if shipment or delivery had occurred as scheduled.
10. **Variations** - In the event of variation or suspension of work caused by your instructions or lack of instructions the price of the goods shall be adjusted accordingly.
11. **Delivery and carriage** – Unless otherwise specified in the Quotation, the price quoted is ex-works. This value level may be subject to change. The appropriate level will be confirmed at point of order acknowledgment. Such carriage will incorporate values for relevant weights and dimensions.
12. **Loss or damage in transit**- We shall not be liable for any claim for labour or damages direct or consequential resulting from or occasioned by shipment. When the price quoted includes delivery other than at our works, we will repair or at our option replace free of charge goods lost or damaged in transit, provided that we are given written notification of such loss or damage within such times as will enable us to comply with the carrier's conditions of carriage affecting loss or damage in transit, or where delivery is made by our own transport within 48 hours of receipt by you of the goods.
13. **Terms of payment** - Unless otherwise agreed by us in writing settlement of accounts is strictly net and payable within 30 days from the invoice date. Payment shall not be deemed to be received until we have received cash or clear funds in the bank account nominated in writing by us. Time of payment is of the essence. Any prices given are exclusive of VAT and you shall pay such additional amounts in respect of VAT as are chargeable on the supply of the goods. For the purpose of invoicing and billing each shipment shall be treated as a separate independent contract subject always to our credit officer's approval and we may invoice you on or at any time after delivery of the goods. You shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part. We may at any time, without limiting any other rights or remedies we may have, set off any amount owing to us by you against any amount payable by us to you.
14. **Title of goods** - Title in the goods shall only pass to you upon full payment of all outstanding payments being made in accordance with clause 13 above. You are nevertheless responsible for the safe custody, protection and preservation of the goods after delivery of the same and the risk in the goods shall pass in accordance with the applicable Inco terms as published by the International Chamber of Commerce from time to time and used for shipping purposes.
15. **Storage** - If we do not receive forwarding instructions sufficient to enable us to deliver the goods within 14 days after the date of notification by us that they are ready for delivery, you shall take delivery or arrange for storage. If you do not take delivery or arrange for storage, we shall be entitled to arrange storage either at our own works or elsewhere on your behalf and all charges for storage, insurance or demurrage incurred by us shall be payable by you.



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16. Defects after delivery - We will make good by repair or at our option by the supply of a replacement material defects which under proper use appear in goods of our manufacture within a period of twelve calendar months after such goods have been delivered to you and arise solely from faulty design, materials or workmanship subject to us receiving notice in writing as soon as possible after discovery by you of any such material defects and within the period of twelve calendar months after delivery by us. Provided always that unless otherwise agreed by us the defective parts are promptly returned by you to our works and at your cost unless we agree otherwise. The repaired or new goods will be delivered by us free of charge as provided in clause 13. If you require us to carry out rectification on your site, we reserve the right to charge for any resulting additional costs. If, for any reason, we cannot repair or replace the faulty goods, your sole remedy will be limited to a full refund hereunder.

We shall not be liable for any material defects in goods pursuant to this clause 16 in any of the following events: (1) you make any further use of such goods after giving us notice in accordance with this clause 17; (2) the material defect arises because you failed to follow our written or oral instructions as to the storage, commissioning, installation, use and maintenance of the goods or (if there are none) good trade practice regarding the same; (3) you alter or repair such goods without our prior written consent; or (4) the material defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions.

In the case of defects in goods not of our manufacture, we shall make available to you any rights against the third party manufacturer which we may have under the terms of our contract with them but shall have no other liability whatsoever.

Our liability under the Contract shall to the extent possible be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the goods or for compliance with any sample and description and save as provided otherwise herein, we shall not be under any liability, whether in contract, tort, delict or otherwise, in respect of defects in goods delivered or for any injury, damage or loss, or any indirect and consequential losses (including any loss of profits or revenue), resulting from such defects or from any work done in connection therewith. Save as otherwise excluded, our total liability to you in respect of all losses arising under or in connection with the Contract shall in no circumstances exceed the price of the goods provided that, notwithstanding any other provisions of these terms and conditions, our liability shall not be excluded or limited for death or personal injury caused by our negligence or fraud or misrepresentation or for anything else which it would be unlawful for us to exclude or limit.

17. Patents - We will indemnify you against any third-party claim for infringement of letters patent, registered design, trade mark or copyright (published at the date of the Contract) by the use or sale of any article or material as supplied by us to you against all finally determined costs and damages which you may incur in any action for such infringement or for which you may become liable in any such action. Provided always that this indemnity shall not apply to any infringement which is due to our having followed a design or instruction furnished or given by you or to the use of such article or material in a manner or for a purpose or in a foreign country not specified by or disclosed to us, or to any infringement which is due to the use of such article or material in association or combination with any other article or material not supplied by us or against our explicit instructions. And provided also that this indemnity is conditional on your giving to us the earliest possible notice in writing of any claim being made or action threatened or brought against you and on your permitting us at our own options and expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim. You on your part, warrant that any design or instruction furnished or given by you shall not be such as will cause us to infringe any letters [patent, registered design, trade mark or copyright in the execution of your order.

18. Licences - All quotations for goods for which the supply is or may become subject to export, import, or other licence of the UK or any foreign government are subject to such licence being granted.

19. Force majeure - We shall not be in breach of the Contract and shall be relieved of liabilities incurred under the Contract wherever and to the extent to which the fulfilment of such obligations is prevented, frustrated or impeded as a consequence of strikes, lock-outs or other industrial disputes (whether involving our own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, government orders, blockades, embargoes, economic sanctions, export license revocations, trade restrictions, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors or any other causes whatsoever beyond our reasonable control (each one a "force majeure event").

20. Arbitration - If at any time any question, dispute or difference whatsoever shall arise between you and ourselves upon, in relation to, or in connection with the Contract, either of us may give the other notice in writing of the existence of such question, dispute or difference, and the same shall be referred for final determination to the arbitration of a person to be mutually agreed upon, or failing agreement within 14 days of receipt of such notice, of some person appointed by the President for the time being of the Law Society of Scotland and any such arbitration shall take place in Scotland and the language used shall be English. The seat of the arbitration shall be Scotland.

21. Severance - If any court or competent authority finds that any provision of the Contract is invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

22. Legal Construction - Unless otherwise agreed in writing the Contract shall in all respects be construed and operated as an English contract and in conformity with English law. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, UK. The language to be used in the arbitral proceedings shall be English.

23. Returns Policy - A request to return goods must be sent/given to your local customer service office within seven days of receipt of goods. Once this return is approved and documented a forwarding address and reference will be given, the forwarding carriage is the responsibility of the returnee. All returns are subject to a 15% restocking charge.

24. Cancellation Policy - An Order, once acknowledged by MSA, may not be cancelled without express written authorization by MSA. If and when authorized, order cancellation fees may apply.

25. Compliance - You shall comply with applicable law at all times during the Contract, including U.S. and European anti-corruption and anti-bribery laws; furthermore, you shall comply with all relevant provisions of MSA's Global Code of Business Conduct, which is available at <http://msasafety.com/ourEthics>.

26. Non-assignment - You (Buyer) may not assign, delegate or otherwise transfer any of its rights or obligations under these Terms and Conditions of Sale or any Contract to a third party without our prior written consent.

27. Confidentiality - Each party shall keep confidential and not disclose to any third party the content of any Contract and any business and trade secrets and other confidential information regarding the other party disclosed to it in connection with the business relationship between the parties, except as expressly agreed upon with the other party. Any press releases and other communication in connection with the business relationship between the parties shall require the prior written consent of the respective other party. Notwithstanding the above, each party may disclose any information as required in order to comply with applicable law, the rules and regulations of any stock exchange or an enforceable order of a court or public authority; provided, however, that the relevant party shall, to the extent legally permissible and practicable, notify the other party thereof in advance and seek to agree with it upon the content of the information.

EXHIBIT A

MSA Terms and Conditions on Order Processing and Delivery

1. Order Information and Requirements

- 1.1. Minimum Order Quantity:** Products with quantities listed as 'minimum order quantity' (MOQ), will be sold only in those increments. These quantities are not breakable under any circumstances including drop shipments, emergency orders, and sample orders. Vendor reserves the right to adjust order quantities to conform with these quantities.
- 1.2. Minimum Order Value:** The minimum purchase order value (MOV) for any order placed with Vendor is 210 GBP. Orders that do not meet the MOV requirement will not be processed. Vendor's Customer Service team can assist in completing orders to meet this value. Orders below 850 GBP will be subject to a handling fee of 42 GBP. Orders with multiple specified delivery destinations will be treated as individual orders. These costs will appear as a separate line on the invoice.

Orders placed as part of a **destocking campaign** (a program with reduced pricing or special terms on specific inventory) are not subject to the MOQ or MOV requirements above.

2. Cost of Delivery of Goods

- 2.1. Customs Handling Fees:** a charge for costs related to all shipments into the UK post-Brexit, including Customs tariffs, tax and duties, and declarations. The charge is set at 50 GBP per order. These costs will appear as a separate line on the invoice.
- 2.2. Dangerous Goods:** for transportation of products classified as dangerous goods a surcharge of 50 GBP per order placed will apply. These costs will appear as a separate line on the invoice.
- 2.3. Express shipment:** for express shipments requested by the Buyer, the actual freight cost will be charged back, or an express surcharge of 42 GBP will apply. In case of the surcharge being applied, there is a maximum weight of 30 kg. Any shipments above that weight limit will be charged on actual freight costs and in agreement with the Buyer. These costs will appear as a separate line on the invoice.
- 2.4. Drop shipments:** drop shipments to end-users will not be permitted without prior written approval from a Vendor Sales Representative and will incur a handling fee of 22 GBP. These costs will appear as a separate line on the invoice.
- 2.5. Special packaging:** charges will apply for any special packaging and/or labelling requested by the Buyer. Actual costs will be charged back in full with an additional 22 GBP handling fee. These costs will appear as a separate line on the invoice.
- 2.6. Pack & Ship (EXW):** Buyer has thirty (30) days from receiving cargo specifications to have its designated carrier pick up the goods. If goods are not picked up within thirty (30) days,

(i) Vendor will ship the goods at Buyer's expense with one of Vendor's approved carriers (EXW terms will still apply, Buyer will be responsible and liable for the freight, and freight charges will be added to Buyer's invoice); and/or (ii) Vendor reserves the right to charge one percent (1%) of the Contract value on a weekly basis as storage charges for any products that are not picked up from their storage location.

3. Order Returns

3.1. No products may be returned to Vendor, other than in the event of a warranty or consumer guarantee claim. Product returns will be accepted only when the following conditions are met:

- Prior acceptance in writing of the goods to be returned by Vendor.
- Products shipped from Vendor within the last sixty (60) days.
- Make-to-stock (MTS) products in saleable condition.
- Products to be returned have not been discontinued or made obsolete by Vendor.
- Products to be returned do not have a shelf-life. This includes, but is not limited to batteries, sensors, devices with sensors and batteries, test gas bottles, detector tubes, breathing filters, compressed air bottles and other products.
- Products to be returned are not specially configured for the customer (make-to-order (MTO) products) and nor are they non-standard items (including assemble-to-order products) unless the return is due to an error made by Vendor.

3.2. Fees: the following charges will apply for returned products:

- **Restocking charge** – Vendor will impose a 15% restocking fee on each product returned unless the return is due to a Vendor error or where alternative arrangements have been agreed between both parties. A minimum Restocking charge of 25 GBP will be applied to any transaction.
- **Refurbishment charge** – a refurbishment charge, in addition to a restocking charge, may be imposed to bring the material to its original specification. The charge will be based on the cost of materials and labour incurred to bring material to original specification compliance. The total cost will be communicated to the customer in advance.
- **Transportation charge** – the cost of the return delivery is paid by the Buyer.

3.3. Return of products due to Vendor shipping error: for products that are returned as a result of an error made by Vendor (i.e., incorrect part number, incorrect quantity, incorrect product, or duplicate shipment), the following apply:

- No restocking charge will be imposed.
- No transportation charges will be imposed.
- 100% credit will be issued if Vendor is notified within seven (7) days after receipt of the product(s) at the place of delivery.

4. Order Cancellations

Offers, once accepted by Vendor, may not be cancelled without explicit written authorization by Vendor. If and when authorized, the following cancellation fees apply:

- 4.1. Make-to-stock (MTS) Products – 15% of the value.
- 4.2. Make-to-order (MTO) Products and Non-Standard Items (including ATO products) – valuation against 100% of the value.
- 4.3. Services:
 - Before dispatch – 15% of the total value of the service order.
 - After dispatch – 100% of the total value of the service order.

This order cancellation policy applies when the Customer cancels all or part of a Contract but before Vendor's shipment of products or execution of service. Orders cancelled after processing will be treated as a 'Return' subject to all applicable terms and fees as set forth above. Order cancellations for MTO products, where production has started, will be treated as a 'Return' subject to all applicable terms and fees as set forth above.

5. Pricing

Vendor agrees to sell authorized products to Channel Partners in accordance with the Channel Partner confidential price list terms and conditions.

- 5.1. Orders will be invoiced at the price in effect on the date the order is received by Vendor.
- 5.2. Orders with a future delivery date, as specifically requested by the Customer, will be invoiced at the price applicable on the specified shipment date.
- 5.3. List prices are subject to change.
- 5.4. Vendor reserves the right to limit the value of orders placed prior to price adjustments to the average monthly sales price of the previous twelve (12) months.

6. Order Information

- 6.1. **Order processing without a price:** if Buyer makes an Order without specifying a price, the order will be processed with standard prices as determined by Vendor (with standard discounts on current list prices). Buyer acknowledges and accepts that standard prices may differ from customized or negotiated prices.

- 6.2. **Providing relevant information:**

To facilitate efficient order processing and pricing, Buyer must provide the following information in its Order:

- a. The Special Price Request number or Project Name (end customer name). This unique identifier helps Vendor track and fulfil orders accurately.
- b. If Buyer has received a formal quotation from Vendor for products or services, Buyer must provide the following information:
 - Quotation number: The unique identifier associated with the specific quote; or
 - Special Price Request (SPR) number: This reference number ensures proper linkage to the quoted terms.

In the event of a discrepancy between a standard price and a price provided in a quotation or other firm writing from Vendor, Vendor will honour the lesser price where shown to be applicable to a particular order. Any ambiguities shall be resolved by Vendor at its sole discretion. Buyer acknowledges that quotations from Vendor expire and Vendor will not extend special pricing beyond the quotation expiration date.