

General Terms and Conditions

Between:

- (1) **Widmer Limited**, a company registered in England and Wales (registration number 09409491), with its address at Unit 2, Cobham Road, Pershore, Worcestershire, United Kingdom, WR10 2DL ("**Widmer or We**").
- (2) The Customer entity (i) as specified in the Order Form ("**the Customer**").

WHEREAS

- (1) Widmer Limited or its representative will provide and/or has certain skills and abilities in development and manufacturing of automatic controlled lathes for precision parts or assemblies using various material(s) or making available manufacturing machinery including spares in relation to the Services below.
- (2) The Customer wishes to order manufactured parts on automatic controlled lathes from Widmer Limited, or provision manufacturing machinery equipment or spares.
- (3) The Parties have agreed to the General Terms and Conditions of this Agreement.

Widmer Limited and the Customer hereafter referred to collectively as the "**Parties**" and each individually as a "**Party**".

IT IS HEREBY AGREED as follows:

1. Definitions

The following terms have the meanings set forth below when used in this Agreement, unless explicitly stated to the contrary:

Business Day means on which the principal banks located in London U.K., that are open for business between the hours of 9am and 5pm, excludes a Saturday, a Sunday, a public holiday, unless specified otherwise in this Agreement.

Customer means company or the individual representing the company and its affiliates in the Order Form.

Fees means the charges exclusive of any additional taxes payable against a valid invoice.

Order Form means the order placed by the Customer with Widmer Limited for the Services.

Service(s) means the following:-

- (a) Manufacturing.
- (b) Dowel pins.
- (c) Brass connectors.
- (d) Escomatic service and repair including spares.
- (e) Pre-owned and reconditioned Escomatic machines

“We, Us or Our” means Widmer Limited.

“VAT” means value added tax chargeable under the Value Added Tax Act 1994.

- 1.1. Unless the context otherwise requires, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- 1.2. The headings contained in this Agreement are for convenience only and do not affect their interpretation.
- 1.3. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. Customer obligations

During the Term:

- 2.1 The Customer agrees that any overrun or underrun quantities based on each individual item in the Order Form, either exceeding or deviating ten (10%) percent of the quantity per order under this Agreement shall be deemed acceptance and fulfilment of the order by Widmer Limited.

Where there is a reasonable large quantity change in quantities and as a result of such changes Fees are to be adjusted this will be subject to a separate Change control in Schedule 1 below agreed by the Parties.

- 2.2 In the exceptional instances where the Customer is providing the raw material, the Customer shall be responsible for purchasing this material and arranging delivery to Widmer Limited by the agreed date or inform Us of delays. Widmer Limited reserves the right to reject as per clause 3.2 below where material does not meet the required specification. Where the Customer material is defective either in whole or part the Customer agrees and acknowledges that they will reimburse the Fees for the Services due as per the Order Form to Widmer Limited.
- 2.3 The Customer is solely responsible for providing any specifications including size, dimensions, blueprints, drawings for the parts or spares. Any replacement as per clause 3.3 below. At all times the details of these provided by the Customer will be accurate.
- 2.4 Where the Customer orders a manufacturing machine for parts from Widmer Limited the machine and delivery Fees will be quote. If the Customer requires additional tools or parts with the machine either at the same time or later this will be subject to additional Fees payable by the Customer and a separate Order Form.
- 2.5 To provide Widmer Limited with an order number prior to commencing the Services.
- 2.6 To confirm and provide the correct details on the Order Form including any different delivery locations.
- 2.7 To pay the Fees and where applicable any associated delivery charges, taxes or customs duties in receipt of the Services from Widmer Limited. For the avoidance of doubt the parties agree that any purchase order or other terms shall reference this Agreement and this Agreement shall prevail over any purchase order terms.

3. Widmer Ltd obligations

During the Term We shall

- 3.1 Where requested by the Customer, Widmer Limited will submit a small, free sample(s) for approval to the Customer prior to placing an order. Any changes to the sample's specification may be chargeable by Widmer Limited to the Customer of such charges prior to any changes to the specification which will be notified.
- 3.2 To provide at Our sole discretion ninety (90%) percent of the raw materials for the manufacturing parts for the Services as per the Order Form. Where the Customer is providing any of the raw material. We reserve the right at Our sole discretion to reject or request any replacement of such material which is to be provided by the Customer.
- 3.3 Widmer Limited will replace any parts or spares manufactured as per clause 2.3, which turn out at the point of delivery to be incorrect in shape, size or defective.
- 3.4 Where the Customer orders machines or spares for the avoidance of doubt Widmer Limited do not manufacture the machine, machine tools for machine or parts for the machines as these are not covered under the manufacturer's warranty or replacement.
- 3.5 The rights in title of ownership relating to the machinery, parts or spares vest with Widmer and transfer on receipt of payment to the Customer.
- 3.6 To use reasonable endeavours for the delivery arrangements of the Services ordered by the Customer(s) on the estimate delivery date in the Order Form. Any delays or changes to the delivery estimate delivery date are beyond the control of Widmer Limited. The time for the estimate delivery date will not be the essence of this Agreement.

Widmer Limited will pay for delivery charges of precision parts ordered by the Customer in the U.K any delivery outside of the U.K. may incur additional Fees. Where possible delivery may be arranged using signed for and tracking option.

4. Fees

- 4.1 The Customer shall be responsible for the payment by online BACS bank transfer of all the Fees any associated delivery charges, taxes or customs duties including each item ordered as per the Order Form at the end of the month which the invoice is issued on. Widmer Limited is to invoice on or about the first of each month the Customer in arrears or as per Order Form.
- 4.2 The Customer shall pay all applicable VAT, other similar taxes such a levies, surcharges, where applicable export or import duties as an additional payment to the invoice Fees. Where Widmer Limited incurs or is aware of any additional costs for arranging delivery outside of the U.K. such charges will be appear on the Order Form and further taxes may be payable on receipt by the Customer.
- 4.3 Any disputed amounts shall be raised within ten (10) Business Days from the issue of the invoice and any undisputed amounts be paid by the Customer.

- 4.4 Widmer Limited at its sole discretion reserves the right suspend any of the Services where any Fees which remain unpaid by the Customer after thirty (30) Business Days.
- 4.5 If the Customer fails to pay an amount required to be paid under this Agreement when it is due (a "**Due Amount**"), then without limiting other available remedies, for a late payment the Customer must pay interest on the Due Amount from and including the due date for payment up to and including the date of actual payment at the rate per year of eight (8%) percent above the base lending rate from time to time of Barclays Bank plc. This rate applies to any period after a judgment as well as before a judgment. Interest accrues on a daily basis.
- 4.6 Upon renewal of the Order Form and on each subsequent anniversary of the renewal the We will be entitled to increase the Fees up by two (2%) percent.

5. Warranties

Each Party agrees that:

- 5.1. It has full authority to enter into this Agreement.
- 5.2. that the goods sold by sample will correspond to sample quality.
- 5.3. It will carry the Services with reasonable skill and care.

6. Confidentiality

Confidential information means any information which commercial or sensitive to the business and its customers of the other Party ("**Confidential Information**"). The Parties agree not to disclose, use, copy Confidential Information of the other Party without the prior written approval except for the provision of the Services in this Agreement. On termination each Party shall delete such Confidential Information.

Clause 6 shall not apply to any Confidential Information which is generally known or available to the public (a) was known to the receiving party prior to disclosure; (b) was independently developed by the receiving party prior to disclosure (c) is required by auditors, law or regulatory authority.

7. Intellectual Property

The Customer shall retain its right in ownership without the other Party acquiring such rights in logos, website, domains, copy right and any marketing material.

Widmer Limited shall retain its right in ownership without the other Party acquiring such rights in logos, website, domains, copy right, know how, techniques, designs, skills, methodology, pre-existing material and any marketing material prior to during and after the engagement of Services. The Services provided by Widmer Limited to its knowledge does not infringe any third-party rights in intellectual property.

All intellectual property rights of ownership in Esco, Escomatic and Escomatic machines by Esco including logos, website, domains, copy right and any marketing material at all times belong to Esco SA and neither Party shall acquire any rights herein.

Each Party shall notify the other Party promptly of any known or suspected third-party intellectual property infringement.

Widmer Limited will defend, indemnify and hold the Customer harmless against any claim, suit or proceeding (including the Customer's reasonable costs and legal fees) brought by any third party against the Customer based on a claim that the Services infringe any intellectual property right of that third party, provided however that the Customer: (i) gives Widmer Limited prompt written notice of any such claim; (ii) allows Widmer Limited to control the defence and settlement of such claim; and (iii) provides Widmer Limited with all information and assistance for defence and settlement of such claim. Widmer Limited will pay any settlement costs and damages awarded after final and enforceable judicial decision but will not be responsible for any settlement or compromise made without its consent.

The Customer will defend, indemnify and hold the Limited harmless against any claim, suit or proceeding (including the Widmer Limited reasonable costs and legal fees) brought by any third party against the Widmer Limited based on a claim that the manufactured parts, designs or specifications infringe any intellectual property right of that third party.

8. Data Protection

- 8.1. The definition of the Data Controller, Data Processor, Personal Data, Processing, Personal Data Breach, Commissioner, General Data Protection Regulation ("**GDPR**"), is in accordance with the Data Protection Act 2018, the UK GDPR, where applicable the EU GDPR and any subsequent amendments and the current Switzerland data protection laws dealing with Swiss manufacturers.
- 8.2. Where applicable the Widmer Limited will be acting as the Data Controller where We collect or determines purpose the Personal Data for the Services except where this is collected or determined by the Customer. At such times where We processes the Personal Data on behalf of the Customer as the Data Processor.
- 8.3. We agree to make and maintain all the necessary registrations required by law as the Data Controller.
- 8.4. We shall only process Personal Data for the purpose stated for the processing pursuant to Our privacy policy accessible at <http://www.widmerltd.co.uk> and/or <http://www.widmerltd.com> which is incorporated by this Agreement.
- 8.5. Each Party agrees that: -
 - 8.5.1 It will retain Personal Data as per the retention policy.
 - 8.5.2 On termination of this Services in this Agreement the Personal Data will be deleted.
 - 8.5.3 It will assist the other Party reasonably in responding to a Personal Data Breach.

9. Term and Termination

The term ("**Term**") will commence from the first signed Order Form and continue until terminated pursuant to clause 9.1 or 9.2 below. Any additional or renewal orders will be subject to separate Order Form.

This Agreement may be terminated for: -

- 9.1. Convenience by either Party with thirty (30) days written termination notice either:
 - 9.1.1. After the fulfilment of the last Order Form; or
 - 9.1.2. Where there are not active Order Form(s) with notice.
- 9.2. Without limitation, either Party may by notice in writing immediately terminate this Agreement if the other Party shall:
 - 9.2.1. Be in breach of any of the terms or obligations of this Agreement which in the case of a breach capable of remedy is not remedied by the Associate within twenty (20) Business Days of receipt of a notice specifying the breach and requiring its remedy;
 - 9.2.2. Goes into bankruptcy, compulsory, administration or voluntary liquidation;
- 9.3. On termination of this Agreement
 - 9.3.1. Only valid invoice Fees due to the date of termination shall be due to Us and the Customer shall have no liability after this date.

10. Limitation of liability

Nothing in this Agreement will limit liability for personal injury, death, fraud or any other liability which cannot be excluded by law.

Any warranties or conditions under statute or common law.

In no event will the one Party be liable to the other Party for any indirect, consequential, special, punitive, incidental damages, loss of profits, income, revenue, business or commercial opportunities, goodwill, reputation, cost of replacement.

Any delays incurred not under the control of Widmer Limited or incorrect information provided by the Customer.

Both party's aggregate liability under this Agreement including contract, tort (including negligence), breach of statutory duty, shall be limited to the total Fees paid by the Customer to Widmer Limited in a twelve (12) month period.

11. Insurance

Widmer Limited shall maintain with a reputable insurance company adequate policy or policies of insurance cover of £1,000,000 (GBP) for professional indemnity in respect of all direct risks which may be incurred by the Customer. A copy of the insurance certificate shall be provided by the Widmer Limited to the Customer upon written request. The insurance provisions operate separately to the limitation of liability.

12. Notices

Any notice required by this Agreement to be given by one Party to the other Party shall be in writing and shall be served by sending the same by registered post or recorded delivery to the address stated above or the Order Form and any receipt issued by the postal authorities shall be conclusive evidence of the fact and date of posting of any such notice.

13. Force Majeure

Where a force majeure event or related events due to act of God, floods, fires, riots, war, lockouts, disasters, attacks ("**the Force Majeure Event**") that is outside the reasonable control causing delays in performance Services each Party's obligations will be suspended for the duration of the Force Majeure Event. In such event if the Force Majeure Event continues for a period of ninety (90) Business Days, after exhausting possible alternatives, each Party shall have the option to terminate this Agreement and all obligations subject to notifying the other Party in any inability to perform obligations.

14. Publicity

Any case studies press release or references featuring Widmer Limited shall be pre-approved in writing from Us.

15. Change Control

The Parties may submit a change control note ("**CCN**") as per Schedule 1 to add, alter or change any to the Services or additional Fees to the existing Order Form. Widmer Limited will respond to scoping the CCN within fifteen (15) Business Days. Widmer Limited will process progressing the signed CCN note by the Customer.

16. Subcontractors

Widmer Limited may subcontract the performance of the Services in whole or part as it deems appropriate at its sole discretion to a third party (e.g., such as deliveries). The subcontractor is to comply with all applicable terms and conditions of this Agreement in providing such services and Widmer Limited shall remain responsible for third party's performance.

17. Dispute resolution

Any disputes arising with this Agreement shall be resolved in good faith by the Parties in thirty (30) Business Days. If the dispute is not resolved the parties will attempt to settle it by mediation with the Centre for Effective Dispute Resolution ("**CEDR**") in accordance with the CEDR Model Mediation Procedure.

18. Anti-Bribery

The Parties will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

19. Audit

Each party and its representatives may examine records relating to this Agreement to ensure compliance with this Agreement request an audit once a calendar year subject to fifteen (15) Business Days' notice.

20. General

- 20.1. If any part of the General Terms and Conditions is unenforceable (including any provision in which We exclude Our liability to You) the enforceability of any other part of the General Terms and Conditions will not be affected all other clauses remaining in full force and effect.
- 20.2. We reserve the right to modify and update the General Terms and Conditions from time to time without any further notice, please check for updates.
- 20.3. Nothing in this agreement creates a joint venture, a partnership or to benefit any third party. The Customer and its representatives shall have no authority whatsoever to bind and/or pledge credit on behalf of Widmer Limited.
- 20.4. No person who is not a Party to this Agreement will have any right to enforce it pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 20.5. The above General Terms and Conditions constitute an entire agreement between the Parties and supersede any and all previous and preceding agreements.
- 20.6. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument.

21. Jurisdiction

- 21.1. This General Terms and Conditions are exclusively governed by the Laws of the England and Wales and the courts of England shall have exclusive jurisdiction in connection with a contractual or non-contractual dispute and either party may seek equitable relief.
- 21.2. Subject to 20.1, each of the Parties waives any objection to the jurisdiction in 20.1 above and any decision or direction of courts of England is binding in any other jurisdiction.

Schedule 1 Change control Pro-forma

This change control note ("CCN") Number [insert number] is made on [insert date]

Change Requestor	
Date CCN created	
Priority	

Description of change

Reason for change

Impact of change

Additional Fees

This change control note is executed by the duly authorised representatives of the parties. This CCN is governed by the General Terms and Conditions including payment terms.	
For and behalf of the Customer	For and behalf of Widmer Limited
Name:	Name:
Role:	Role:
Signature:	Signature:
Date:	Date: