

Mowtec Limited Terms and Conditions

Shall apply unless otherwise specified on the front of Purchase Order

1. Time of the Essence

The time for delivery and/or completion of the Deliverables supplied under this order shall be of the essence. If Supplier cannot comply with a delivery commitment, the Supplier will promptly notify Mowtec Limited of a revised delivery date and Mowtec Limited may cancel without charge all/any Deliverables.

2. Payment

The Supplier shall be entitled to invoice Mowtec Limited provided that the invoice was one which the Supplier was entitled to submit. Invoices raised by the Supplier shall detail the order reference, product number, product description, quantities, unit prices and total values as represented on the front of this order. Mowtec Limited will pay all invoices within ninety (90) days after the end of the month in which the invoice was delivered.

3. Quality Assurance

The Supplier warrants that Deliverables will be provided using all reasonable skill, care and diligence. The Deliverables shall be of the required quality as referred to on the order and be of good quality and in compliance with all relevant industry and safety standards and good practice.

4. Confidentiality

4.1 Information exchanged between the Supplier and Mowtec Limited, whether orally or in writing in connection with this order shall be treated as commercially confidential information.

4.2 The receiving party shall not use, disclose or knowingly permit to be disclosed to any person (except those of its own employees, agents or sub-contractors who need to know the information for the purposes of this order) otherwise than strictly for the purposes of this order or in exercise of the rights granted hereunder, any such information of the disclosing party without prior written consent of the disclosing party and the receiving party shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Parties.

4.3 The obligations set out in this clause shall not apply to information which:

4.3.1 is in or enters the public domain (otherwise than by a breach of the receiving party's confidentiality obligations);

4.3.2 is known to the receiving party at the time of disclosure;

4.3.3 becomes known to the receiving party from an independent source having the right to disclose it without restriction; or

4.3.4 is shown to the reasonable satisfaction of the originating party to have been generated independently by the receiving party.

4.4 Nothing in this clause shall prevent either party disclosing information received from the other party to the extent required by applicable law or regulatory authority to which such party is subject or pursuant to any order of court or other competent authority or tribunal.

5. Intellectual Property

The Supplier acknowledges that any and all Intellectual Property Rights shall belong to and remain the sole property of Mowtec Limited and the Supplier shall not at any time in any way question or dispute the ownership by Mowtec Limited of such Intellectual Property Rights and further the Supplier agrees that in the event that new Intellectual Property Rights evolve or arise in the performance of this order such Intellectual Property Rights shall belong to Mowtec Limited.

The Supplier shall have no rights to use Mowtec Limited's Intellectual Property Rights except for the purposes of the supply of the Deliverables to Mowtec Limited under the terms of this order.

The Supplier shall promptly and fully notify Mowtec Limited in writing of any actual, threatened or suspected infringement of any of the Intellectual Property Rights of which the Supplier becomes aware.

6. Public Disclosure

The Supplier shall not, without the written consent of Mowtec Limited (the giving of which consent shall be at the sole discretion of that party), advertise, publicly announce or provide to any other person information relating to the existence or details of the order or use Mowtec Limited name in any format for any promotion, publicity, marketing or advertising purpose

7. Waiver

Any failure by Mowtec Limited to insist at any time upon the performance of any of the terms, provisions or undertakings of the Supplier or to exercise any rights hereunder shall not constitute or be construed as a waiver thereof or a relinquishment of Mowtec Limited's rights to require the future performance of any such term, provision or undertaking and the obligation of the Supplier with regard to the same shall continue in full force and effect.

8. Warranty

8.1 Ongoing Warranties

The Supplier makes the following ongoing representations and warranties:

- it has the right to enter into this Agreement and will comply, at its own expense, with the terms of any UK, EU or international standards, directives contract, obligation, law, regulation, ordinance or specification to which it is or becomes subject;

- no claim, lien, or action exists or is threatened against Supplier that would interfere with Mowtec Limited's rights under this order;

- the Deliverables do not infringe any privacy, publicity, reputation or intellectual property rights of any third party;

- the Deliverables are safe for use consistent with and will comply with the warranties, specifications and requirements of this order the Deliverables have undergone and successfully completed all testing, checking and other processes as required.

9. Warranty Redemption

Subject to Clause [8], if Deliverables do not comply with the warranties in this Agreement, the Supplier will agree with Mowtec Limited (and without prejudice to Mowtec Limited's other remedies) repair, replace or (as the case may be) re-perform the Deliverables, without charge to Mowtec Limited and in a timely manner.

10. Limitation of Liability

The Supplier will defend, hold harmless and indemnify, including legal fees, Mowtec Limited and its personnel against third party claims that arise or are alleged to have arisen as a result of negligent or intentional acts or omissions of the Supplier or its personnel or any breach by the Supplier of any term of this order.

If the Supplier shall be in breach of this Agreement and fail to remedy any such breach (if capable of remedy) within a reasonable period of receiving written notice of such breach from Mowtec Limited then Mowtec Limited may terminate this order by written notice with immediate effect.

11. Assignment

The Supplier may not assign, mortgage, charge or dispose of any of its rights and obligations under this Agreement.

12. Agency

Nothing in these Terms shall create any partnership or relationship of principal and agent between the parties;

- Neither party shall in any circumstance hold itself out as being the servant or agent of the other party or be authorized to enter into any contract on behalf of the other party or in any way bind the other party to the performance, variation, release or discharge of any obligations

13. Jurisdiction

This contract is subject to the laws of England and jurisdiction of the English Courts. Any proceedings shall be issued and heard in the County Court or District Registry which has Jurisdiction over Mowtec Limited's registered office or principal place of business.

14. Termination of a Purchase Order

We shall be entitled to terminate any Purchase Orders by written notice to you. Upon such termination, you shall immediately cease all manufacturing under the relevant Purchase Order and we will, as sole compensation to you, pay you a proper proportion of the Purchase Order price for work performed by you at the time of termination, such sum not to exceed the total price of the Purchase Order, provided that such work has been properly carried out and the cost of material or goods ordered for the products which have been delivered to you or which you are legally liable to accept delivery of, provided that you include a provision similar to this one in all your sub-contracts relevant for the products. Upon such termination, our sole liability to you shall be as in this clauses and such compensation shall not include loss of anticipated profits or any consequential loss