

CORE Nuclear Solutions Ltd Terms and conditions of sale (TC-1-UK Rev 3)

1. Definitions and interpretation

1.1. In these terms and conditions of sale the following words have the following meanings.

“Acceptance”	Acceptance of Installation (where applicable) as provided in clause 9.9 of these terms and conditions
“Company”	CORE Nuclear Solutions Ltd registered in England and Wales under number 07293592.
“Contract”	the Contract for the sale of Goods and/or supply of Services by the Company to the Customer
“Customer”	the purchaser of the Goods and/or Services
“Design Services”	the provision of engineering drawings or design services as referred to in the Tender/Quotation
“Engineering Specification”	the Engineering/Technical Specification set out in or referred to in the Company’s Tender/Quotation
“Goods”	the goods forming the subject of the Contract including parts and components of or materials incorporated in them as detailed in the Tender/Quotation
“Identified Area”	the plant area incorporating the Goods and any other materials which is described in the Tender/Quotation
“Incoterms”	as defined in the Incoterms rules published by the International Chamber of Commerce and revised from time to time.
*Installation”	the installation of Goods by the Company into the Identified Area at the premises of the Customer
“Price”	the price for the sale of the Goods and/or the supply of the Services as detailed or referred to in the Tender/Quotation
“Services”	Design Services and/or consultancy and/or other services as described in the Tender/Quotation.
“Supply”	the supply of the Services and/or the sale of the Goods

1.2. In the event of any conflict or inconsistency between the Final Tender/Quotation and these terms and conditions of sale, the former shall prevail.

1.3. The headings shall not affect the interpretation of these terms and conditions and where appropriate the singular shall include the plural and vice versa.

2. Tenders and Quotations

- 2.1. All illustrations and technical descriptions in the Company's brochures, catalogues, presentations or price lists must be regarded as approximate and should be checked by the Customer with the Company before an order is placed in reliance on them.
- 2.2. Tenders and Quotations are issued for information only, are not contractual and may be altered or withdrawn at any time. However, the Company will normally adhere to Tenders and Quotations unless otherwise stated for a period of 30 days from the date of the Tender or Quotation.

3. Existence of Contract

- 3.1. No Contract shall come into existence until the Company has officially accepted the Customer's Purchase Order. The Contract shall comprise these terms and conditions and the provisions contained in or referred to in the Tender/Quotation to the exclusion of any terms or conditions stipulated or referred to by the Customer.
- 3.2. Except as expressly provided for in the Contract, no variation or amendment of the Contract or oral promise or commitment related to it shall be valid unless committed to in writing and signed by or on behalf of the Company.

4. Company's responsibilities

- 4.1. The Company shall comply with its obligations and responsibilities as set out or referred to in the Tender/Quotation.
- 4.2. The Company will work in accordance with the quality requirements of Sellafeld's SLM 4.06.02 Issue 4 Contract Quality Requirements Manual where appropriate (a copy of which is available upon request).
- 4.3. All drawings, descriptive matter and other particulars furnished to the Customer (except insofar as they are incorporated in the Final Tender/Quotation) and all descriptive matter and illustrations contained in the Company's brochures, catalogues, presentations and other promotional material are intended merely to present a general idea of the Goods, Services and Installation services available from CORE Nuclear and form no part of the Contract.
- 4.4. All drawings, descriptive matter and other particulars furnished in connection with a tender for the Equipment referred to therein are on loan only and are to remain the Company's property, to be returned on demand; and the Customer shall not nor shall it permit any other person to copy, publish or communicate same to any other person without the Company's permission in writing first obtained, except solely for the purpose of the consideration of this tender and the execution of any Contract entered into with the Company.
- 4.5. The Company shall use its best endeavours to comply with any reasonable request by the Customer to modify the design or specification but in so doing may alter the Price and/or the proposed date for the Completion of the Contract and/or stipulate such other conditions as in its discretion it may consider reasonable; all extra cost resulting from carrying out such requests shall be payable by the Customer.

5. Customer's responsibilities

- 5.1. Any drawings or documents sent to the Purchaser for approval shall be deemed to have been approved by the Purchaser unless they are returned to the Company with comments or queries within ten working days or as otherwise stated by the Company in writing from date of submission.
- 5.2. If any part of the supply is manufactured or supplied by the Company in accordance with any specification, drawing or design provided by or on behalf of the Purchaser, the Purchaser warrants that the Plant or such part or such manufacture or supply shall neither constitute any infringement of any patent design right or copyright the property of any person nor constitute a breach of any law, statutory regulation or requirement of any jurisdiction and the Purchaser shall indemnify and keep the Company indemnified against any claim, damage, loss, expense, or costs (including legal costs on a solicitor and own client basis and the cost of rectifying or altering the Equipment or any part thereof in order to comply with any law statutory regulation or requirement) made against or suffered by it arising out of or in connection with any breach of such warranty.
- 5.3. The Customer shall comply with the Customer's obligations and responsibilities as set out or referred to in the Final Tender or Quotation.
- 5.4. The Customer shall indemnify the Company in respect of any loss, injury, damage, expense or claim of whatsoever nature and howsoever arising out of the Contract; in particular, without prejudice to the generality of the foregoing, in respect of:
 - 5.4.1. the supply of any Equipment or any Work done, or out of the Contract, or attendance on the Site, or the operation, storage, installation, use or maintenance of the Equipment save to the extent that the same is caused by the negligence of the Company;
 - 5.4.2. the failure by the Purchaser to adequately inform the Company of any requirements of any law, statutory regulation or requirement when the supply of any Equipment is made or the Work is done outside the United Kingdom.
- 5.5. Goods sold by the Company may be used by the Customer solely for the purposes for which they are designed and such sale does not carry with it any right or licence to make, use, sell or otherwise deal in any Equipment

or to make use of any process where such manufacture use or dealing without the Company's consent would constitute an infringement of any of the Company's intellectual property rights including but without limitation patents, copyright, registered designs and trademarks. The Customer shall have no rights to use the same without the Company's express prior written consent.

6. Prices and additional charges

- 6.1. The Price for the Goods is ex-works and excludes packing, insurance and carriage, VAT and other taxes or duties, unless stated otherwise in the Tender/Quotation.
- 6.2. The Company shall have the right in respect of any uncompleted portion of the Contract to adjust its prices for any increase in the price of materials, parts, labour, transport, changes in work or delivery schedules or quantities or any other costs of any kind arising for any reason after the date of the Tender/Quotation and completion of the Supply which for avoidance of doubt may come to light after issue of the final invoice and payment by the Customer.
- 6.3. The Company shall have the right to charge the Customer in addition to the Price the reasonable cost incurred by the Company due to any delay or impediment to the Supply, including but not limited to the cost of employing and subsistence costs of any personnel provided to complete the Installation (when stipulated within the Tender/Quotation), caused by:
 - 6.3.1. the Customer's instructions or lack of instructions;
 - 6.3.2. the Customer's failure to comply with its obligations;
 - 6.3.3. interruptions and delays caused by the Customer's acts or omissions or by a state of war or civil strife or other factors arising in the place of Installation.
- 6.4. The Purchaser shall provide suitable lifting tackle for erection, and all fuel, stores, materials or instruments required for any preliminary working or tests of the Equipment. Should any of these be provided by the Company, it may charge a reasonable sum for the same in addition to the Price.

7. Payment

- 7.1. Unless otherwise stated in the Tender/Quotation, all invoices are payable without discount of any kind within 30 days of the date of the Company's invoice and in no circumstances shall the Customer be entitled to make any deduction or withhold payment for any reason at all.
- 7.2. Without prejudice to any other rights of the Company, if the Customer fails to pay the invoice price by the due date the Customer shall not be allowed any discount given in that invoice or in any other way agreed and shall pay interest on any overdue amount from the date of which payment was due to the date of actual payment (whether before or after judgment) at the rate specified from time to time pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 and shall reimburse to the Company all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

8. Title

- 8.1. Notwithstanding the earlier passing of risk, title in the Goods shall remain with the Company and shall not pass to the Customer (notwithstanding any affixing of the Goods to any land or buildings or to any other property) until the full amount due under the invoice for them (including interest and costs) has been paid in full.
- 8.2. Until title passes the Customer shall hold the Goods as bailee for the Company and shall store or mark them so that they can at all times be identified as the property of the Company.
- 8.3. The Company may at any time before title passes and without any liability to the Customer:
 - 8.3.1. repossess and dismantle and use or sell all or any of the Goods and by doing so terminate the customer's right to use, sell or otherwise deal in them; and
 - 8.3.2. for that purpose (or for determining what if any Goods are held by the Customer and inspecting them) enter any premises of or occupied by the Customer.
- 8.4. The Company may maintain an action for the price of any Goods notwithstanding that title in them has not passed to the Customer.

9. Risk, delivery and performance

- 9.1. The Company shall deliver the Goods Ex Works Incoterms provided that in the case of Goods intended for export from the United Kingdom, the Company shall deliver the Goods Free Carrier Incoterm at the Company's works to the carrier or transport point specified in the Tender/Quotation or in such other manner as shall be provided in the Tender/Quotation or other delivery point agreed in writing by the Parties.
- 9.2. If the Company agrees to deliver the Goods to a place in the United Kingdom, the Customer shall provide safe and suitable means of access to the place of delivery and all means necessary to unload the Goods and shall be responsible for unloading the Goods. The Customer shall provide suitable lifting equipment for erection, and all fuel, stores, materials or instruments required for any preliminary working or tests of the Goods. The Customer shall reimburse the Company any extra expense or cost incurred by it in consequence of any default hereunder on the part of the Customer.
- 9.3. Shipping specification and weights, outline drawings and dimensions given with Tenders and Quotations are approximate only.

- 9.4. Risk in the Goods passes when they are delivered in accordance with clause 9.1 and the Customer should obtain appropriate insurance cover.
- 9.5. Unless otherwise stated in the Tender/Quotation, any dates stated by the Company for the delivery of the Services or Goods are approximate only and shall not form part of the Contract and the Customer acknowledges that in the performance expected of the Company no regard has been paid to any quoted delivery dates.
- 9.6. If the Customer fails:
 - 9.6.1. to take delivery of the Services or Goods or any part of them on the due date; and
 - 9.6.2. to provide any instructions or documents required to enable the Goods or Services to be delivered on the due date, the Company may on giving written notice to the Customer, store or arrange for the storage of the Goods, and on the service of the notice:
 - 9.6.3. risk in the Goods shall pass to the Customer;
 - 9.6.4. delivery of the Goods shall be deemed to have taken place; and
 - 9.6.5. the Customer shall pay to the Company all costs and expenses including storage, any redelivery and insurance charges arising from its failure.
- 9.7. The Company shall not be liable for any penalty, loss, injury, damage or expense arising from any delay or failure in delivery from any cause at all nor shall any such delay or failure entitle the Customer to refuse to accept any delivery or performance of or repudiate the Contract.
- 9.8. Where the Supply includes Installation the Equipment shall be deemed to have been accepted by the Customer upon the earlier of:
 - 9.8.1. acknowledgement of acceptance in writing has been given by the Customer;
 - 9.8.2. notice by the company that it has completed the erection and installation of the Goods and any tests specified in the Final Tender/Quotation have been carried out to the Company's satisfaction;
 - 9.8.3. one calendar month after the Equipment shall have been put into commercial use; provided that if the Company shall be prevented for any reason beyond its control from completing the Installation (where specified in the Contract) acceptance shall be deemed to have been taken over at the expiration of three calendar months after the Company has given the Customer notice of completion notice that Installation has been completed to the best of the Company's ability. The Company may give notice of completion of the Installation notwithstanding any minor omissions or defects which do not materially affect the commercial use of the Equipment.
- 9.9. Any claim for non-delivery of any Goods shall be notified in writing by the Customer to the Company to the Company within 7 days of the date of the Company's invoice.
- 9.10. Any claim that any Goods have been delivered damaged, are not of the correct quantity or do not comply with their description shall be notified by the Customer to the Company within 7 days of their delivery.
- 9.11. Any claim under this condition must be in writing and must contain full details of the claim including the part numbers of any allegedly defective Goods.
- 9.12. The Company shall be afforded reasonable opportunity and facilities to investigate any claims made under this condition and the Customer shall, if so requested in writing by the Company in the case of small items, promptly return any Goods the subject of any claim and any packing materials securely packed and carriage paid to the Company for examination.
- 9.13. The Company shall have no liability with regard to any claim in respect of which the Customer has not complied with the claims procedures in this clause.

10. Scope of Contract, warranty, limitations and exclusions

- 10.1. Subject as provided in these terms and conditions and provided that the Customer shall have complied with the contractual terms of payment and all other conditions binding on him, the Company warrants that:
 - 10.1.1. in the case of Design Services, the drawings and design are in accordance with the Customer's specifications and fulfil the purpose specified by the Customer
 - 10.1.2. in the case of Installation and the supply of any other Services, the services are provided with reasonable care and skill;
 - 10.1.3. in the case of the sale of Goods, the Goods are fit for the purpose specified in the Final Tender/Quotation..
- 10.2. If the Company has agreed to carry out Installation and provided that the Equipment shall not have been in operation for more than 12 months from the date of Acceptance, the Company shall repair or replace as it shall in its sole discretion think fit any defective Goods comprised in the Equipment which have been manufactured by it and remedy any defect in the Services.
- 10.3. The responsibility of the Company shall be limited and not extend further than as follows:
 - 10.3.1. in the case of any supply of Goods other than in connection with Installation, the Company shall repair or replace as it shall in its sole discretion think fit any defective Goods which have been manufactured by if the defect is notified to the Company within 12 months of delivery;
 - 10.3.2. in the case of Design Services, the Company shall remedy such defect if notified to the Company within 12 months from the date of supply.
- 10.4. In the case of supply of Services other than Design Services, and in connection with Installation, the

- Company shall remedy any defect if notified to the Company within 12 months of the date of supply.
- 10.5. Under no circumstances shall the Company have any liability of whatever kind for:
- 10.5.1. any defects resulting from wear and tear, accident, improper use by the Customer or use by the Customer except in accordance with the instructions or advice of the Company or the manufacturer of any Goods or neglect or from any instructions or materials provided by the Customer;
 - 10.5.2. any Goods which have been adjusted, modified or repaired except by the Company or in accordance with manufacturer's recommendations;
 - 10.5.3. any substitution by the Company of any materials or components not forming part of any specification of the Goods agreed in writing by the Company;
 - 10.5.4. any descriptions, illustrations, specifications, figures as to performance, drawings and particulars of weights and dimensions submitted by the Company contained in the Company's website, catalogues, brochures, presentations, price lists or elsewhere since they are merely intended to represent a general idea of the Goods and Services and not to form part of the Contract or be treated as representations;
 - 10.5.5. any technical information, recommendations, statements or advice furnished by the Company, its employees or agents not given in writing in response to a specific written request from the Customer before the Contract is made;
 - 10.5.6. any claim in respect of which the Customer has not complied with the claims procedures in this clause.
- 10.6. If the Company incurs any expense in locating and/or correcting a defect which proves to be one for which the Company is not responsible the Company shall be reimbursed by the Customer.
- 10.7. On request the Company shall endeavour to furnish such technical advice or assistance as it has available in reference to the use of the Equipment and all such technical advice or assistance whether charged or given gratis shall impose on the Company no obligation or liability whatever for such advice or assistance given or results obtained and all such advice or assistance is given or accepted at the Customer's sole risk.

11. Extent of liability

- 11.1. The Company shall have no liability to the Customer for any loss (including loss of profit or other economic loss (direct or indirect), indirect or consequential loss) or damage of any nature (howsoever caused) or loss or damage (contractual, tortious, breach of statutory duty or otherwise) arising from any breach of any express or implied warranty or condition of the Contract or any negligence, breach of statutory or other duty on the part of the Company or in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract except:
- 11.1.1. for death or personal injury resulting from the Company's negligence;
 - 11.1.2. fraudulent misrepresentation; and
 - 11.1.3. as expressly stated in these terms and conditions or stated or referred to in the Final Tender/Quotation.
- 11.2. In no circumstances shall the liability of the Company to the Customer in respect of loss or damage arising out of any single claim or series of connected claims exceed:
- 11.2.1. £5,000,000 in relation to Public, Product, Employers Liability and
 - 11.2.2. £2,000,000 in relation to Professional Indemnity.

12. Termination

- 12.1. The Company shall have the right to determine the Contract wholly or in part or (without prejudice to the Company's right subsequently to determine the Contract for the same cause should the Company so decide) by notice in writing suspend further provision of any Goods or Services:
- 12.1.1. if the Customer shall fail to accept delivery of any Goods or fail to accept the Installation part instalment thereof;
 - 12.1.2. if the Customer shall fail to pay any sum due to the Company at the proper time;
 - 12.1.3. if the Customer shall make default in or commit any breach of any other obligation
 - 12.1.4. if any distress or execution shall be levied on the Customer's property or assets;
 - 12.1.5. if the Customer shall make or offer to make any arrangement or composition with its creditors or commit any act of bankruptcy or if any bankruptcy petition be presented against it or (if the Customer is a corporate body) if any resolution or petition to wind up the Customer shall be passed or presented or if a receiver of the whole or any part of the Customer's undertaking, property or assets shall be appointed.

13. General

- 13.1. The Company may assign the benefit and sub-contract the performance of the Contract in whole or in part.
- 13.2. The Customer shall not assign without first obtaining the Company's written consent the Contract in whole or in part.
- 13.3. The Company may at its discretion suspend or terminate the supply of any Goods and Services if the Customer fails to make any payment when and as due or otherwise defaults in any of its obligations under the Contract with the Company or becomes insolvent, has an administrative receiver appointed of its business or

is compulsorily or voluntarily wound up or ceases or threatens to cease trading or the Company bona fide believes that any of those events may occur, and in case of termination may forfeit any deposit paid.

- 13.4. If any part of the Goods are manufactured in accordance with any design or specification provided or made by the Customer the Customer shall indemnify the Company in full on demand for all claims, expenses and liabilities of any nature in connection with them, including any claim, whether actual or alleged, that the design or specification infringes the rights of any third party.
- 13.5. Except for any which is expressly agreed to be included in the provisions of the Purchase Order, all tools, patterns, materials, drawings, specifications and other data provided by the Company shall remain its property and all knowledge and other technical information, patentable or unpatentable, copyright and registered designs and all other intellectual property rights arising from the execution of any orders shall become the property of the Company.

14. Confidentiality

- 14.1. The Customer shall not at any time whether before or after the termination of the Contract divulge or use any unpublished technical information deriving from the Company or any other confidential information in relation to the Company's affairs or business or method of carrying out business.

15. Force majeure

The Company shall not be liable for any delay in the performance of any of its obligations under the Contract caused by factors outside its reasonable control. If such circumstances continue for a continuous period of more than 6 months, either party may terminate this agreement by written notice to the other party. The Company shall be paid fair compensation for work done and for commitments entered into for the purpose of performing the Contract before the date of termination.

16. Third parties

Pursuant to section 1(2)(a) of the Contracts (Rights of Third Parties) Act 1999 the parties intend that no term of this agreement may be enforced by any person who is not a party to the Contract.

17. Law and jurisdiction

- 17.1. The Contract shall be governed by English law and the Customer consents to the exclusive jurisdiction of the English courts in all matters regarding it except to the extent that the Company invokes the jurisdiction of the courts of the place of incorporation or of the place of installation of the Goods.
- 17.2. If the Customer shall have its principal place of business outside the United Kingdom any dispute arising out of or in connection with the Contract shall be submitted to arbitration in accordance with the provisions of the Arbitration Act 1996 or any modification or re-enactment thereof by a single arbitrator to be appointed by written agreement of ourselves and the Purchaser.

18. Notices

- 18.1. Any notice given under the Contract shall be in writing and may be served:
 - 18.1.1. personally;
 - 18.1.2. by registered or recorded delivery mail;
 - 18.1.3. by email transmission; or
 - 18.1.4. by any other means which any party specifies by notice to the others as a means by which he is willing to accept service.
- 18.2. Each party's address for the service of notice is the address specified in the Contract or such other address as he specifies by notice to the others.
- 18.3. A notice is deemed to have been served:
 - 18.3.1. if it was served in person, at the time of service;
 - 18.3.2. if it was served by first class post to an address in the United Kingdom, 24 hours after it was posted;
 - 18.3.3. if it was served by airmail post to an address out of the United Kingdom, 48 hours after it was posted; and
 - 18.3.4. if it was served by email transmission, at 09.00 on the first working day after the time of transmission.