

1. Interpretation

1.1 In these Terms:

“BUYER” means the person, firm or company which accepts the Seller’s Written quotation for the sale of Goods or who places a Written purchase order form for Goods with the Seller;

“GOODS” means any goods (including any instalment of any goods or any parts for them) which the Seller is to supply in accordance with these Terms;

“SELLER” means Mirka (UK) Ltd, Saxon House, Shirwell Crescent, Furzton Lake, Milton Keynes, Buckinghamshire, MK4 1GA (registered in England under number 01414812);

“CONTRACT” means a contract for the sale and purchase of Goods entered into between the Seller and the Buyer from time to time to which these Terms apply;

“INCOTERMS” means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when a Contract is made;

“TERMS” means the standard terms of sale set out in this document and (unless the context otherwise requires) includes any special terms agreed in Writing between the Buyer and the Seller;

a reference to “WRITING”, and any similar expression, includes facsimile transmission but not electronic mail or other forms of electronic communication; and

“TRADE MARKS” means any trade marks (whether registered or unregistered) or trade names of the Seller.

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

1.3 A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. Basis of the sale

2.1 The Seller shall sell and the Buyer shall purchase Goods from time to time in accordance with the Buyer’s order for Goods as set out in the Buyer’s Written acceptance of the Seller’s Written quotation for the sale of Goods or the Buyer’s Written purchase order form for Goods which is placed with the Seller, as the case may be, subject in either case to these Terms which shall govern all Contracts to the exclusion of any other terms inconsistent with or differing from these Terms subject to which any such quotation is accepted or purported to be accepted, or any such purchase order form is placed or purported to be placed, by the Buyer.

2.2 No variation to these Terms shall be binding unless agreed in Writing between authorised representatives of the Buyer and the Seller.

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- 2.3 The Seller's employees or agents are not authorised to make any representations concerning Goods unless confirmed by the Seller in Writing through an authorised representative. In entering into any Contract the Buyer acknowledges that it does not and shall not rely on any such representations which are not so confirmed, but nothing in these Terms affects the liability of either party for fraudulent misrepresentation.
- 2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.5 Where the Goods are dust extractors, it is the responsibility of the Buyer to ensure the Goods are suitable for the type of dust being collected. The Seller does not and will not recommend a dust extractor to the Buyer. The Seller recommends a full risk assessment is carried out by an independent third party professional or specialist to ensure that any dust extractor is fit for the purpose intended by the Buyer before they make a purchase.
- 2.6 All brochures, catalogues, descriptions and other promotional materials are to be treated as illustrative only and their contents form no part of any Contract and the Buyer shall not rely upon them in entering into any Contract.
- 2.7 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, purchase order form, acceptance of order, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Orders and specifications

- 3.1 An order for Goods submitted by the Buyer constitutes an offer by the Buyer to purchase Goods in accordance with these Terms and any order for Goods submitted by the Buyer shall be deemed to be accepted by the Seller upon the terms and conditions set out herein upon the Seller issuing a Written acceptance of the order in the form of a Written acknowledgment or confirmation of order and at this point a Contract shall come into existence.
- 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any purchase order form (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to Goods within a sufficient time to enable the Seller to perform a Contract in accordance with its terms.
- 3.3 The quantity, quality and description of Goods and any specification for them shall be as set out in the Seller's corresponding Written quotation (if accepted by the Buyer) or the Buyer's corresponding Written purchase order form (if placed by the Buyer).
- 3.4 If Goods are to be manufactured or any process is to be applied to Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with, or paid or agreed to be paid by the Seller in settlement of, any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

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- 3.5 The Seller reserves the right to make any changes in the specification of Goods which are required to conform with any applicable statutory or E.U. requirements or, where Goods are to be supplied to the Buyer's specification, which do not materially affect their quality or performance.
- 3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- 3.7 Where the Seller accepts cancellation by the Buyer, the minimum sum payable by the Buyer to the Seller shall be 25% of the invoice value of the order which has been cancelled.
- 3.8 By way of a minimum purchase amount, the Buyer shall purchase Goods from the Seller of not less than any quantity set by the Seller in Writing from time to time, such quantity to not be adjusted more than once in any period of 12 months, over any period set by the Seller in Writing. If the amount of Goods purchased by the Buyer is less than any such minimum purchase amount then, except to the extent the shortfall was caused by an event beyond the Buyer's reasonable control or the Seller's fault, the Seller may cancel any Contract or suspend any further deliveries to the Buyer and if Goods have been delivered but not paid for the price shall become immediately due and payable.

4. Price of Goods

- 4.1 The price of Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. Where Goods are supplied for export from the United Kingdom, the Seller's published price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
- 4.2 The Seller reserves the right, by giving Written notice to the Buyer at any time before delivery, to increase the price of Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3 Except as otherwise stated in the Seller's Written quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on the basis of ex works the Seller's premises, and where the Seller agrees to deliver Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.
- 4.4 The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller. The Seller's value added tax number is GB 322 4937 65.

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5. Terms of payment

- 5.1 Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller may invoice the Buyer for the price of Goods on or at any time after delivery of Goods, unless Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that Goods are ready for collection or (as the case may be) the Seller has tendered delivery of Goods.
- 5.2 The Buyer shall pay the price of Goods (less any discount to which the Buyer is entitled, but without any other deduction) within 30 days of the end of the month in which the order was placed, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of any Contract. Receipts for payment will be issued only upon request. Where any payment is overdue, all unpaid invoices shall become due and payable forthwith.
- 5.3 If the Buyer fails to make any payment on the due date then, without limiting any other right or remedy available to the Seller, the Seller may:
- 5.3.1 cancel any Contract or suspend any further deliveries to the Buyer;
 - 5.3.2 appropriate any payment made by the Buyer to such Goods (or goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
 - 5.3.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 4 per cent per annum above the Bank of England base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). Where applicable, the Seller reserves the right to claim interest and late payment compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

6. Delivery

- 6.1 Delivery of Goods shall be made by the Buyer collecting Goods at the Seller's premises at any time after the Seller has notified the Buyer that Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering Goods to that place.
- 6.2 Any dates quoted for delivery of Goods are approximate only and the Seller shall not be liable for any delay in delivery of Goods however caused. Time for delivery shall not be of the essence of any Contract unless previously agreed by the Seller in Writing and may not be made of the essence by notice. Goods may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Buyer.
- 6.3 Where Goods under a Contract are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Terms or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the relevant Contract as a whole as repudiated.

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- 6.4 If the Seller fails to deliver Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of Goods not delivered.
- 6.5 If the Buyer fails to take delivery of Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without limiting any other right or remedy available to the Seller, the Seller may:
- 6.5.1 store those Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; and
- 6.5.2 sell those Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the relevant Contract or charge the Buyer for any shortfall below the price under that Contract.
- 6.6 In the event that the Buyer requests an express shipment, the price for express shipment shall be agreed between the parties at the time of the request. Time shall not be of the essence of this clause. The Buyer expressly agrees with the Seller that the liability of the Seller in respect of this service shall not exceed any sum that the Seller can recover from the carrier.

7. Risk and property

- 7.1 Risk of damage to or loss of Goods shall pass to the Buyer:
- 7.1.1 in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that those Goods are available for collection; or
- 7.1.2 in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of those Goods, the time when the Seller has tendered delivery of those Goods.
- 7.2 Notwithstanding delivery and the passing of risk in Goods, or any other provision of these Terms, the property in, and the equitable and beneficial ownership of, Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of those Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 7.3 Until such time as the property in, and the equitable and beneficial ownership of, Goods passes to the Buyer, the Buyer shall hold Goods as the Seller's fiduciary agent and bailee, and shall keep Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer may resell or use Goods in the ordinary course of its business.

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- 7.4 Until such time as the property in, and the equitable and beneficial ownership of, Goods passes to the Buyer (and provided Goods are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up Goods to the Seller and, if the Buyer fails to do so forthwith, enter on any premises of the Buyer or any third party where Goods are stored and repossess those Goods.
- 7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without limiting any other right or remedy of the Seller) forthwith become due and payable.

8. Warranties and liability

- 8.1 The Buyer will be classed as a business customer unless the Buyer indicates in Writing to the Seller that Goods supplied by the Seller will not be used or resold by the Buyer in the ordinary course of its business.
- 8.2 In respect of Goods manufactured by the Seller no separate warranty is offered or given unless otherwise confirmed so by the Seller in Writing. Entirely at the Seller's discretion, in the event that a complaint is made regarding Goods, the Seller shall have the right to request samples from the Buyer for testing and, again at its own discretion, provide replacement goods or provide a credit in respect of the Goods.
- 8.3 In respect of Goods which have been supplied to the Seller by the Seller's supplier, the Buyer shall only be entitled to the benefit of any warranty or guarantee as is given by the supplier to the Seller unless otherwise confirmed so by the Seller in Writing.
- 8.4 Subject to and without prejudice to clause 8.3:
- 8.4.1 the Seller shall be under no liability in respect of any defect in Goods arising from any drawing, design or specification supplied by the Buyer;
- 8.4.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in Writing), misuse or alteration or repair of Goods without the Seller's approval; and
- 8.4.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for Goods has not been paid by the due date for payment.
- 8.5 Subject as expressly provided in these Terms, and except where Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

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- 8.6 Where Goods are sold under a consumer contract (as defined by the Unfair Terms in Consumer Contracts Regulations 1999) the statutory rights of the Buyer are not affected by these Terms. If the Buyer is contracting as a consumer resident in the United Kingdom or the European Union for the purposes of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, it may cancel an order for Goods under a Contract at any time within 14 days (or such other period prescribed by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013), beginning on the day after it received the relevant Goods. In this case, the Buyer will receive a full refund for the price of the relevant Goods (to the extent they have been paid for) including any delivery charges. To cancel such an order, the Buyer must inform the Seller in Writing and must also return the relevant Goods to the Seller immediately in the same condition in which it received them at its own cost and risk. The Buyer has a legal obligation to take reasonable care of any such Goods whilst they are in its possession and if the Buyer fails to comply with this obligation the Seller may have a right of action against the Buyer for compensation.
- 8.7 A claim by the Buyer which is based on any defect in the quality or condition of Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 8.8 Where there is a valid claim in respect of any Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification and it is notified to the Seller in accordance with these Terms, the Seller may replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), in which case the Seller shall have no further liability to the Buyer.
- 8.9 Except in respect of death or personal injury caused by the Seller's negligence, or liability for defective products under the Consumer Protection Act 1987, or any matter in respect of which it would be unlawful for the Seller to exclude or restrict its liability, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of any Contract, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of Goods (including any delay in supplying or any failure to supply Goods in accordance with a Contract or at all) or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with any Contract in respect of all other losses whether in contract, tort (including negligence), breach of statutory duty or otherwise shall not exceed the price of the Goods supplied under that Contract, except as expressly provided in these Terms.
- 8.10 The Seller shall not be liable to the Buyer or be deemed to be in breach of any Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to Goods if the delay or failure was due to any cause beyond the Seller's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:

8.10.1 Act of God, explosion, flood, tempest, fire or accident;

8.10.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

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- 8.10.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 8.10.4 import or export regulations or embargoes;
- 8.10.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
- 8.10.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery; and
- 8.10.7 power failure or breakdown in machinery.

9. **Indemnity**

- 9.1 If a claim is made against the Buyer that Goods infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then unless the claim arises from the use of a drawing, design or specification supplied by the Buyer, the Seller shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:
- 9.1.1 the Seller is given full control of any proceedings or negotiations in connection with the claim;
 - 9.1.2 the Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;
 - 9.1.3 except pursuant to a final award, the Buyer shall not pay or accept the claim, or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld);
 - 9.1.4 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);
 - 9.1.5 the Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and
 - 9.1.6 without limiting any duty of the Buyer at common law, the Seller may require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this clause.

10. **Insolvency of the Buyer**

- 10.1 This clause 10 applies if:

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- 10.1.1 the Buyer makes a composition or voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) enters administration or goes into liquidation (otherwise than for the purposes of solvent amalgamation or reconstruction), or a moratorium comes into force in respect of the Buyer (within the meaning of the Insolvency Act 1986); or
- 10.1.2 an encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Buyer; or
- 10.1.3 the Buyer ceases, or threatens to cease, to carry on business; or
- 10.1.4 the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 10.2 If this clause applies then, without limiting any other right or remedy available to the Seller, the Seller may cancel any Contract or suspend any further deliveries under any Contract without any liability to the Buyer, and if Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

11. Export terms

- 11.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Terms, but if there is any conflict between the provisions of the Incoterms and these Terms, the latter shall prevail.
- 11.2 Where Goods are supplied for export from the United Kingdom, the provisions of this clause 11 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Terms.
- 11.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of Goods into the country of destination and for the payment of any duties on them.
- 11.4 Unless otherwise agreed in Writing between the Buyer and the Seller, Goods shall be delivered fob the air or sea port of shipment and the Seller shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 11.5 The Buyer shall be responsible for arranging for testing and inspection of Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.
- 11.6 Unless otherwise required by the Seller, payment of all amounts due to the Seller shall be made by irrevocable letter of credit, in a form acceptable to the Seller, to be opened by the Buyer in favour of the Seller and confirmed by a bank in the United Kingdom acceptable to the Seller within 14 days after the applicable Contract is concluded.
- 11.7 The Seller shall not be liable for death or personal injury arising from the use of Goods delivered in the territory of another state (within the meaning of section 26(3)(b) of the Unfair Contract Terms Act 1977).

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12. General

- 12.1 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, nor authorise a party to make or enter into any commitments for or on behalf of the other.
- 12.2 The Buyer shall not use any Trade Marks without the Written permission of the Seller and shall adhere to any policy of the Seller from time to time in respect of any use of any Trade Marks. The Buyer shall further give any assistance that the Seller shall reasonably require to recall, as a matter of urgency, any Goods from any market.
- 12.3 The Buyer warrants and represents that it shall 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 and that neither it nor, if applicable, any of its officers, employees or any person acting on its behalf has offered, given or agreed to give, or will offer, give or agree to give, to any person any inducement or reward (or anything which might be considered to be an inducement or reward) in connection with the Seller agreeing these Terms or entering into any Contract.
- 12.4 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 12.5 A waiver of any right or remedy under any Contract by the Seller is only effective if given in Writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by the Seller to exercise any right or remedy provided under a Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 12.6 The Seller has the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting its business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes to its business. The Seller will notify the Buyer of any changes to these Terms and in such a case the Seller has the right to assume that the Buyer has accepted the changes unless the Buyer notifies the Seller to the contrary within 72 hours of receipt of such notification.
- 12.7 If any court or competent authority finds that any provision of any Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-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. If any invalid, unenforceable or illegal provision of any Contract would be valid, enforceable and legal if some part of it were deleted or amended, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 12.8 These Terms and each Contract shall be governed by the laws of England, and the Buyer agrees to submit to the exclusive jurisdiction of the English courts.
- 12.9 The parties accept these Terms by signing below, by accepting them electronically (including by electronic mail), by accepting them in Writing, and/or, in respect of the Buyer, by accepting delivery of Goods following these Terms having been brought to the Buyer's reasonable attention. In the event of signature of these Terms they may be signed in counterparts which taken together shall be considered one original and facsimile signatures, signatures on an electronic image (such as a pdf or .jpg format) and electronic signatures shall be deemed to be original signatures.

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Milton Keynes MK4 1GA

Directors:
C.P.S. Daycock (Managing)
S. Sjoberg
S.J. Bloxham
O. Hellman
P.T. Sandford (Co Secretary)

Buyer (To be signed by person with relevant authority)

Signed by:

Date:

Print Name:

For and On Behalf Of:

Position:

Registration Number (if applicable):

Mirka (UK) Ltd

Signed by:

Date:

Print Name: Tara Careless

Position: Credit Control

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