



General terms and conditions of sale

1. Interpretation

1.1 In these Terms:

Buyer means the person who accepts the Seller's Written quotation for the sale of the Goods or whose Written order for the Goods is accepted by the Seller; *Goods* means the goods (including any instalment of the goods or any part of them) which the Seller is to supply in accordance with these Terms; *Seller* means "TIGER COATINGS UK LTD" (registered in England and Wales under company number 4978870); *Contract* means the contract for the sale and purchase of the Goods as set out in these Terms; *Incoterms* means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made; *Tiger-Webshop* means the TIGER Coatings webshop (hosted at the www.tiger-coatings.com/shop); *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; *Writing* and any similar expression means any document in writing and includes electronic mail and comparable means of communication.

1.2 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.

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

2. Basis of sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with the Seller's Written quotation (if accepted by the Buyer in Writing), or the Buyer's Written order (if accepted by the Seller in Writing), subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

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

2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract, and subject always to clause 8.6 and the other exclusions set out in these terms and conditions of sale, the Buyer acknowledges that it does 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 the Goods which is not confirmed in Writing by the Seller is followed or acted on 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 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

2.6 For orders placed by the Buyer in the TIGER-Webshop the provisions of clause 13 shall apply in addition to these Terms.



3. Orders and specifications

- 3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.
- 3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3 The quantity, quality and description of the Goods and any specification for them shall be as set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
- 3.4 If the Goods are to be manufactured or any process is to be applied to the 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 intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.
- 3.5 The Seller reserves the right to make any changes to the specification of the Goods which are required to conform with any applicable statutory requirements or, where the Goods are to be supplied to the Seller'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.

4. Price of the Goods

- 4.1 The price of the 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 the Goods are supplied for export from the United Kingdom, the Seller's published export 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 the 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 the 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.

5. Terms of payment

- 5.1 Except where expressly provided otherwise, the Buyer shall pay the price of the Goods within 30 days of the date of the Seller's invoice. 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:



- 5.1.1 cancel the Contract or suspend any further deliveries to the Buyer with immediate effect by giving written notice to the Buyer;
- 5.1.2 allocate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported allocation by the Buyer); and
- 5.1.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate of 8 per cent per annum above the Official Base Rate of the Bank of England for the time being, calculated on a day to day basis until the actual date of payment (a part of a month being treated as a full month for the purpose of calculating interest).

6. Delivery

- 6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time within business hours after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.
- 6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date on giving reasonable notice to the Buyer.
- 6.3 Where the Goods 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 Contract as a whole as repudiated.
- 6.4 If the Seller fails to deliver the Goods (or any instalment of the Goods) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's default, 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 the Goods.
- 6.5 If the Buyer fails to take delivery of the 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 default) then, without limiting any other right or remedy available to the Seller, the Seller may:
 - 6.5.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
 - 6.5.2 sell the 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 of the Goods under the Contract or charge the Buyer for any shortfall below the price of the Goods under the Contract.

7. Risk and property

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:



- 7.1.1 where the Goods are delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection; or
- 7.1.2 where the Goods are delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in respect of the Goods, or any other provision of these Terms, the property in the Goods shall not pass to the Buyer until the Seller has received in full, in cash or cleared funds, payment of the price of the 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 the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, provided that the Buyer may resell or use the Goods in the ordinary course of its business.
- 7.4 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller may at any time require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, the Seller may enter any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so, all moneys 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 only warranty which the Seller makes in connection with the Goods is its published warranty and the rights and remedies of the Buyer are solely as set out in that warranty.
- 8.2 Subject as expressly provided in these Terms, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Consumer Rights Act 2015), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.3 Where the Goods are sold to a consumer (as defined by the Consumer Rights Act 2015) the statutory rights of the Buyer are not affected by these Terms.
- 8.4 A claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within seven 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 the 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.
- 8.5 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification 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.

- 8.6 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, 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 the Contract, in each case for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether in each case caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods (including any delay in supplying or any failure to supply the Goods in accordance with the Contract or at all) or their use or resale by the Buyer. The entire liability of the Seller under or in connection with the Contract shall not exceed the price of the Goods, except as expressly provided in these Terms.
- 8.7 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the 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:
- 8.7.1 Act of God, pandemic or epidemic (including any fact or circumstance related to the novel coronavirus COVID-19 virus), explosion, flood, tempest, fire or accident;
 - 8.7.2 war or threat of war, sabotage, insurrection, terrorist activity, civil disturbance or requisition;
 - 8.7.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 8.7.4 import or export regulations or embargoes;
 - 8.7.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
 - 8.7.6 difficulties in obtaining raw materials, labour, fuel, parts or machinery;
 - 8.7.7 power failure or breakdown in machinery.

9. Indemnity

- 9.1 If a claim is made against the Buyer that the Goods infringe the patent, copyright, design, trade mark or other 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 Written 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 Buyer shall mitigate any loss or damage incurred or suffered by the Buyer and shall take such steps as the Seller may require the Buyer to take, including 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 Buyer

10.1 This clause 10 applies if:

- 10.1.1 the Buyer (a) becomes subject to a moratorium of any indebtedness; (b) makes a voluntary arrangement with its creditors or (being an individual or firm); (c) becomes bankrupt; (d) (being a company) becomes subject to the appointment of an administrator, liquidator, trustee in bankruptcy, receiver, administrative receiver, monitor, compulsory manager or other similar officer in respect of the Buyer or any of its assets (otherwise than for the purposes of amalgamation or reconstruction);
- 10.1.2 the Buyer becomes subject to enforcement of any security over any of its assets, including a creditor attaching or taking possession of, or distress, execution, sequestration or other process being levied or enforced upon or sued against, all or any part of those assets;
- 10.1.3 the Buyer ceases, or threatens to cease, to carry on business;
- 10.1.4 a meeting of the Buyer, its directors or its members being convened for the purpose of considering any resolution for, or to petition for, or apply for, or to file documents with a court for, its winding-up, moratorium, administration (whether out of court or otherwise) or dissolution or the passing of any resolution referred to in this sub-clause;
- 10.1.5 any person presents a petition, application or motion for the winding-up, moratorium, administration (whether out of court or otherwise) or dissolution of the Buyer (other than any winding-up petition that is frivolous or vexatious and is discharged, stayed or dismissed within 14 days after its presentation); or
- 10.1.6 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:

- 10.2.1 the Seller may suspend any further deliveries under the Contract without any liability to the Buyer; and
- 10.2.2 clause 5.1 shall apply.

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 Incoterms and these Terms, the latter shall prevail.

- 11.2 Where the 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 the 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, the 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 the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

12. Data protection

- 12.1 The Seller observes the applicable data protection regulations when processing personal data. Further information on data protection at the Seller is available at www.tiger-coatings.com/datenschutz.

13. TIGER-Webshop

- 13.1 These Terms also apply to transactions concluded via the TIGER-Webshop. In addition, the provisions of this clause 13 shall apply to these transactions; if the provisions of clauses 1 to 12 inclusive or 14 contradict the provisions of this clause 13, the provisions of clauses 1 to 12 or 14 (as applicable) shall take precedence.
- 13.2 To use the TIGER-Webshop a registration is required. Further information regarding the registration process is available in the TIGER-Webshop or from customer services. Once the registration process is completed, the Buyer is able to place orders which will be binding on the Buyer in the TIGER-Webshop. The Buyer shall ensure that the data entered in the TIGER-Webshop is correct and that the login data is only used by individuals who are authorized to place binding orders on behalf of the Buyer.
- 13.3 The products and information provided by the Seller in the TIGER-Webshop do not constitute an offer in the legal sense, but are only a non-binding invitation to the Buyer to submit an offer.

The Buyer can select products from the Seller product range in the TIGER-Webshop and place them in a virtual shopping cart by clicking on the "add to shopping cart" button. The Buyer has also the opportunity to remove the selected products from the virtual shopping cart. On submission of the order via the button "order with obligation to pay" the Buyer be deemed to have placed a binding offer to purchase the goods in the shopping cart. Before submitting the order, the Buyer shall ensure the accuracy of the order. The Buyer can view the information relating to the order before submitting the order, change that information and also cancel the order.

After completion of the ordering process by the Buyer the receipt of the order will be confirmed by an automatically generated e-mail. This confirmation of receipt constitutes an acknowledgment



that the Seller has received the Buyer's order but does not constitute an acceptance of the Buyer's offer by the Seller.

The Seller may accept the offer submitted by the Buyer via the TIGER-Webshop within a reasonable period of at least 3 business days. The Seller reserves the right to reject the offers of the Buyer without giving reasons. If the Seller chooses to accept the Buyer's offer, the Seller will make a declaration of acceptance, at the latest together with the information about the shipment of the goods.

- 13.4 The availability of the products indicated in the TIGER-Webshop is not guaranteed and is not binding on the Seller. The information on the products in the TIGER-Webshop is subject to change. The Seller reserves the right to make amendments, corrections and changes to the information related to products. If the product ordered by the Buyer is no longer available in sufficient quantity to meet the Buyer's order, the Seller will inform the Buyer. The presentation of the products in the TIGER-Webshop and printouts thereof, in particular with regard to colour, brightness, contrast and product effects are not binding, as they may vary depending on the output device used (monitor, printer, etc.). The Seller accepts no liability for such deviations from the actual product properties. The Seller offers colour-accurate proof product samples which are available on request from customer service.

- 13.5 The prices quoted in the TIGER-Webshop are list prices of the Seller. All prices quoted are net, which means they do not include VAT or other statutory taxes, fees and charges.

In addition to the list prices, the Buyer shall bear the following costs:

- Delivery costs: delivery charge and/or an additional charge may be applicable.
- Toll: This surcharge varies depending on the country or postcode of the delivery address provided by the Buyer.

The above-mentioned cost types are - if they are charged in full or in part - shown separately in the TIGER-Webshop under "Additional Charges" next to the list price.

Partial deliveries are permitted.

- 13.6 The combination options ("Order Optimization") provided by the Seller in the TIGER-Webshop do not constitute offers in the legal sense, but rather order proposals that are automatically generated on the basis of the order quantity. The Buyer has the option to accept these suggestions but is not obliged to do so. The Buyer may cancel the order at any time if they do not wish to accept any of the order proposals shown.
- 13.7 Special conditions that are validly agreed between the Seller and the Buyer are not visible in the TIGER-Webshop. The Seller shall fulfil any contract according to the validly agreed special conditions, unless the Seller informs the Buyer otherwise.
- 13.8 Deliveries are offered exclusively within the United Kingdom.

The ordered products are delivered to the address provided by the Buyer. If the Buyer has entered an incorrect, incomplete or unclear delivery address, the Buyer shall bear all resulting costs and shall indemnify the Seller from any costs or expenses resulting from such incorrect, incomplete or unclear information.

14. General

- 14.1 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.

- 14.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.3 If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 14.4 The Contract shall be governed by and construed in accordance with the laws of England. The parties hereby irrevocably submit to the exclusive jurisdiction of the English courts in connection with any dispute arising under or in connection with the Contract or the sale of the Goods.
- 14.5 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

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