General Terms & Conditions of Sale and Delivery

Clear Terms. Reliable Partnerships.

Draft for legal review. Not yet effective or approved for publication.

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1. Scope and Application

1.1. These General Terms & Conditions apply to business-to-business sales of industrial products, chemical raw materials and related goods where EximpWorld Ltd (United Kingdom) is expressly identified as the Seller.

1.2. The Seller and Buyer are collectively referred to as the Parties.

1.3. Individually agreed written contractual terms shall prevail over any conflicting provision of these General Terms.

1.4. These Terms shall form part of a contract only where properly communicated and incorporated into that contract.

2. Quotations and Orders

2.1. Quotations are valid for the period expressly stated in the quotation.

2.2. A contract is formed upon the Seller's written order confirmation or another clear written acceptance.

2.3. The order confirmation shall specify the products, quantities, prices, delivery arrangements and payment conditions.

2.4. Once confirmed, an order may be amended only by mutual agreement.

3. Prices and Payment

3.1. Unless otherwise specified, prices are exclusive of applicable taxes.

3.2. First orders from new customers are normally subject to 100% advance payment.

3.3. The Seller may agree alternative payment arrangements, including for a customer's first transaction, at its commercial discretion.

3.4. Any alternative payment terms must be confirmed in writing before acceptance of the relevant order.

3.5. Payments must be made only to the Seller's verified bank account specified in the agreed transaction documents.

3.6. Payment currency, due dates and any agreed credit facilities shall be specified in the order confirmation or other written agreement.

3.7. Late payment shall be addressed in accordance with applicable law and the agreed contractual terms.

4. Delivery and Incoterms

4.1. Delivery arrangements shall be governed by the agreed Incoterms® 2020 rule and the precise named place specified in the order confirmation.

4.2. The passing of risk shall be determined by the agreed delivery rule, subject to applicable mandatory law.

4.3. The Buyer shall provide appropriate receiving facilities, unloading arrangements and safe access where these fall within its responsibilities.

4.4. The Seller shall provide reasonable notice of foreseeable material delivery delays.

5. Quantities, Packaging and Transport Equipment

5.1. Product quantities, measurement methods, packaging and any permitted tolerance shall be specified in the relevant order confirmation.

5.2. Products may be supplied in drums, intermediate bulk containers (IBCs), tankers or other agreed packaging.

5.3. Returnable packaging, cleaning requirements, transport equipment return procedures and demurrage charges shall be agreed where applicable.

5.4. No universal quantity tolerance shall apply unless expressly agreed.

6. Product Quality and Documentation

6.1. The Seller shall supply products conforming to the agreed written specifications.

6.2. The Seller shall provide agreed and legally required documentation, which may include Safety Data Sheets (SDS), Certificates of Analysis (COA) and relevant origin or conformity documents.

6.3. The Buyer is responsible for assessing suitability for its particular intended application where that application has not been expressly agreed with the Seller.

6.4. The Seller remains responsible for its expressly agreed product obligations and applicable legal requirements.

7. Inspection and Quality Claims

7.1. The Buyer should reasonably inspect delivered goods for apparent damage, quantity discrepancies and product identification.

7.2. Apparent discrepancies should be notified promptly, preferably within five business days after receipt.

7.3. Defects not reasonably discoverable upon receipt should be notified promptly after discovery.

7.4. For bulk deliveries, the Parties should, where practicable, arrange documented sampling before discharge. This procedure shall not automatically extinguish legally enforceable claims relating to latent defects.

7.5. Where product quality is disputed, the Parties may agree to independent laboratory analysis.

8. Remedies for Non-Conforming Goods

8.1. Where a material non-conformity attributable to the Seller is established, the Parties shall seek an appropriate and proportionate resolution.

8.2. Depending on the circumstances, the contract and applicable law, available remedies may include replacement, making up a shortfall, price adjustment or refund.

8.3. Returns of hazardous goods shall be subject to an agreed, lawful and safe transport and handling procedure.

9. Hazardous Materials and Regulatory Compliance

9.1. Each Party shall comply with the regulatory requirements applicable to its own activities.

9.2. Relevant requirements may include ADR, UK REACH, EU REACH, CLP, customs, excise, sanctions and international trade controls.

9.3. Transactions involving regulated or licensed products shall be conditional upon the necessary permissions and authorisations.

9.4. The Buyer shall be responsible for lawful storage, handling and use of the goods within its control.

10. Retention of Title

10.1. To the extent valid and enforceable under applicable law, ownership of goods shall remain with the Seller until the relevant purchase price has been paid in full.

10.2. Passing of title and passing of risk may occur at different times.

10.3. Any extended retention-of-title arrangements shall require separate written agreement and legal review.

11. Liability

11.1. Each Party shall be responsible for breach of contract in accordance with applicable law.

11.2. Any limitation or exclusion of liability shall apply only to the extent permitted by applicable law and shall not exclude or restrict liability that cannot lawfully be excluded or restricted.

11.3. Nothing in these Terms shall exclude or restrict liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or any other liability that cannot lawfully be excluded or restricted.

11.4. Subject to Clauses 11.2 and 11.3, neither Party shall be liable for indirect or consequential losses, including loss of anticipated profits or business opportunities, to the extent that such exclusion is lawful and reasonable in the circumstances.

11.5. Each Party shall take reasonable steps to mitigate losses arising from a breach of contract.

11.6. Any specific financial limitation of liability shall be agreed in writing where appropriate, taking into account the value of the transaction, foreseeable risks and available insurance arrangements.

11.7. Nothing in this Section shall affect the Buyer's obligation to pay the agreed purchase price or either Party's rights and remedies that cannot lawfully be excluded.

12. Force Majeure

12.1. Neither Party shall be liable for delay or failure to perform an obligation, other than an accrued payment obligation, to the extent directly caused by an event beyond its reasonable control that could not reasonably have been avoided or overcome.

12.2. Such events may include natural disasters, war, government restrictions, major transport disruptions, industrial action, serious infrastructure failures and other extraordinary circumstances beyond the affected Party's reasonable control.

12.3. The affected Party shall notify the other Party as soon as reasonably practicable, explaining the circumstances, anticipated consequences and expected duration where known.

12.4. The affected Party shall take reasonable steps to minimise disruption and resume performance as soon as reasonably practicable.

12.5. Ordinary commercial difficulties, increased costs or changes in market prices shall not, by themselves, constitute force majeure.

12.6. Where a force majeure event continues for more than 60 consecutive days and materially prevents performance, either Party may terminate the affected part of the contract by written notice.

12.7. Following termination, the Parties shall reasonably reconcile payments, goods already delivered and properly incurred contractual obligations.

13. Suspension and Termination

13.1. Either Party may request amendment or cancellation of a confirmed order. Any agreed amendment or cancellation shall be documented in writing.

13.2. Where one Party commits a material breach of contract, the other Party may give written notice describing the breach and requesting that it be remedied within a reasonable period, normally 14 calendar days where the breach is capable of remedy.

13.3. If the material breach is not remedied within the specified reasonable period, the non-defaulting Party may terminate the affected contract by written notice, subject to applicable law.

13.4. Either Party may suspend or terminate performance where continued performance would violate applicable law, sanctions, export controls or mandatory safety requirements.

13.5. The Seller may suspend further deliveries where a payment is materially overdue, provided reasonable written notice is given where practicable.

13.6. Termination shall not affect accrued payment obligations, existing claims or provisions intended to survive termination.

13.7. Neither Party shall be subject to an automatic fixed-percentage cancellation penalty unless such a charge has been expressly agreed and is lawful and enforceable.

14. Confidentiality

14.1. Each Party shall treat non-public commercial, financial and technical information received from the other Party in connection with a transaction as confidential where it is identified as confidential or would reasonably be understood to be confidential.

14.2. Confidential information may be used only for evaluating, negotiating or performing the relevant business relationship.

14.3. A Party may disclose confidential information to its employees, professional advisers, insurers, financing providers and relevant contractors where reasonably necessary, subject to appropriate confidentiality safeguards.

14.4. Confidentiality obligations shall not apply to information that is publicly available without breach, independently developed, lawfully received from another source without restriction or required to be disclosed by law.

14.5. Where disclosure is legally required, the disclosing Party shall, where lawful and reasonably practicable, notify the other Party in advance.

14.6. These confidentiality obligations shall continue for three years after completion or termination of the relevant contract, except where applicable law or a separate agreement requires longer protection.

15. Notices and Communications

15.1. Quotations, purchase orders, order confirmations, amendments and other commercial communications may be exchanged electronically unless a particular form is required by law or expressly agreed.

15.2. Each Party shall provide accurate business contact details and promptly notify the other Party of material changes.

15.3. Formal contractual notices shall be sent to the contact details designated in the order confirmation or other written agreement.

15.4. An electronic notice shall be treated as received when it reaches the recipient's designated electronic system, provided no delivery failure notification is received, subject to applicable law and any expressly agreed notice procedure.

15.5. Changes to bank account details must be independently verified through a previously established and trusted communication channel before payment is made.

15.6. Neither Party shall be required to rely on unverified instructions requesting changes to payment details.

16. Governing Law and Jurisdiction

16.1. Unless otherwise expressly agreed in writing, contracts concluded under these Terms shall be governed by the laws of England and Wales, excluding conflict-of-law rules to the extent permitted by law.

16.2. The courts of England and Wales shall have exclusive jurisdiction over disputes arising from or connected with such contracts, unless the Parties expressly agree another lawful dispute resolution procedure in writing.

16.3. Before commencing formal proceedings, the Parties shall, where reasonably practicable, attempt to resolve disputes through good-faith commercial discussions.

16.4. Nothing in this Section shall prevent either Party from seeking urgent interim or protective relief from a court of competent jurisdiction where legally available.

16.5. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG), where otherwise applicable, shall be excluded to the extent permitted by law, unless the Parties expressly agree otherwise in writing.

17. Final Provisions

17.1. These Terms apply only to transactions in which EximpWorld Ltd is expressly identified as the Seller.

17.2. EximpWorld Ltd and EximpWorld Kft. are separate legal entities. Neither company shall become responsible for the contractual obligations of the other merely because they share branding, a website or business contact infrastructure.

17.3. No amendment to a confirmed contract shall be effective unless agreed in writing by authorised representatives of the relevant Parties.

17.4. If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue to apply to the extent permitted by law.

17.5. Failure or delay by either Party to exercise a contractual right shall not, by itself, constitute a waiver of that right.

17.6. Neither Party may transfer its material contractual obligations to another party without the other Party's prior written consent, such consent not to be unreasonably withheld or delayed, except where otherwise permitted by the contract or applicable law.

17.7. These Terms, together with the relevant quotation, order confirmation and any expressly agreed written amendments, constitute the contractual documentation for the transaction, subject to applicable mandatory law.

17.8. Where there is a conflict between these Terms and an individually negotiated written agreement, the individually negotiated agreement shall prevail.

17.9. The version of these Terms applicable to a transaction shall be the version properly incorporated into the relevant contract at the time of its formation.

17.10. These Terms shall become effective only upon formal approval and publication by EximpWorld Ltd, with an identified effective date.

EXIMPWORLD LTD

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End of document – Section 17.10

Status: Draft for legal review.