

Conditions of Sale (April 2025)

1. Interpretation

1.1 In these Conditions:

"Business Day" means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"Buyer" means the person whose Order for the Goods is placed with the Company.

"Conditions" means the standard terms and conditions of sale set out in this document (as amended from time to time in accordance with clause 2.4) and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Company.

"Contract" means the contract between the Company and the Buyer for the purchase and sale of the Goods in accordance with these Conditions.

"Company" means Diamond Engineering Services Limited.

"Force Majeure Event" has the meaning given to it in clause 13.1.

"Free Issue Materials" means any parts, items or other materials supplied by or on behalf of the Buyer for use by the Company in the production of any Goods.

"Goods" means the goods (including any instalment of the goods) set out in the Order Confirmation and/or the Specification.

"Quotation" means the Company's written quotation for the provision of Goods to the Buyer, including any documents appended to the same.

"Order" means the Buyer's order for the supply of Goods, as confirmed in writing and/or set out in the Buyer's purchase order form, or acceptance of the Company's Quotation, as the case may be.

"Order Confirmation" means the Company's written acceptance and confirmation of the Buyer's Order.

"Specification" means any specification for the Goods, including any relevant plans, drawings or descriptions, that is agreed in writing by the Buyer and the Company (and which may be attached to the Quotation and/or Order Confirmation).

1.2 Any reference in these Conditions to any provision of a statute shall be a reference to that provision as amended, re-enacted or extended at the relevant time.

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

1.4 The expression "person" shall mean any person, firm, company or other legal entity, words importing the singular number shall include the plural and vice versa and words importing one gender shall include all genders.

1.5 A reference to a party includes its personal representatives, successors and permitted assigns.

1.6 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.7 A reference to writing or written excludes fax but not email.

2. Basis of the Sale

- 2.1 The Order constitutes an offer by the Buyer to purchase Goods in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Company issues Order Confirmation of the Order, at which point and on which date the Contract shall come into existence.
- 2.3 These Conditions shall govern the Contract to the exclusion of any other terms and conditions introduced or purported to be introduced by the Buyer, or which are implied by law, trade custom, practice or course of dealing. The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions.
- 2.4 No variation to these Conditions shall be binding unless agreed in writing between the Buyer and a Director of the Company.
- 2.5 The Quotation for the Goods given by the Company shall not constitute an offer. The Quotation shall only be valid for a period of 30 days from its date of issue unless otherwise stated or expressly withdrawn.
- 2.6 If there is any conflict or inconsistency between these Conditions and the Order, the provisions in these Conditions shall prevail to the extent necessary to resolve the conflict or inconsistency, unless the Order expressly states that a specific provision in the Order prevails over a specific provision in these Conditions.

3. Orders and Specifications

- 3.1 The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any Order (including any applicable Specification or reference number) submitted by the Buyer, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
- 3.2 If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a Specification submitted by the Buyer or by using Free Issue Materials, the Buyer shall indemnify the Company against all liabilities, costs, losses, damages, costs and expenses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any actual or alleged patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Company's use of the Buyer's Specification or Free Issue Materials.
- 3.3 The Buyer shall indemnify and hold harmless the Company from all liabilities, losses, damages, costs and expenses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses), incurred or sustained by the Company caused by or resulting from any defect in Goods or Free Issue Materials arising from (i) the Company manufacturing the Goods to the Buyer's Specification; or (ii) as a result of the Company's use of the Free Issue Materials.
- 3.4 No Order which has been received by the Company may be cancelled by the Buyer except with the express agreement in writing the Company and on terms that the Buyer shall indemnify the Company in full against all liabilities, losses (including any direct, indirect or consequential

losses, loss of profit and loss of reputation), costs (including the cost of all labour and materials used), damages, charges and expenses (including all interest, penalties and legal fees and other professional costs and expenses) incurred by the Company as a result of cancellation.

- 3.5 The Company reserves the right to amend the Specification if required by any applicable law or regulatory requirement, and the Company shall notify the Buyer in any such event.

4. Price of the Goods

- 4.1 The price of the Goods shall be the price set out in the Company's Quotation, or the Order Confirmation, as the case may be.
- 4.2 The Company reserves the right to increase the price of the Goods to reflect any increase in the cost to the Company which is due to: (a) any Force Majeure Event or any increases in taxes, duties, labour, materials, manufacturing, raw material and/or other supply costs; (b) any change in delivery dates, quantities or the Specification for the Goods requested by the Buyer, or (c) any act or omission of the Buyer, including any delay caused by any instructions of the Buyer in respect of the Goods or failure of the Buyer to give the Company adequate or accurate information or instructions in respect of the Goods.
- 4.3 The price is exclusive of any applicable value added tax, and any other duties, imposts and taxes which the Buyer shall be additionally liable to pay to the Company.

5. Warranty

- 5.1 The Company warrants that:
- a) on delivery, the Goods shall conform in all material respects with the Specification; and
 - b) the Goods shall be free from defects in design, material and workmanship and remain so for 12 months after delivery.
- 5.2 Subject to clause 5.3, if:
- a) the Buyer gives notice in writing to the Company within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - b) the Company is given a reasonable opportunity of examining such Goods; and
 - c) the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Buyer's cost,
- the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 The Company shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:
- a) the Buyer makes any further use of such Goods after giving notice in accordance with clause 5.2;
 - b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - c) the defect arises as a result of the Company following any drawing, design or specification supplied by the Buyer or as a result of the Company's use of any Free Issue Materials;
 - d) the Buyer alters or repairs such Goods without the written consent of the Company;
 - e) the defect arises as a result of wilful damage, negligence, or abnormal storage or working conditions; or

- f) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Except as provided in this clause 5, the Company shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

6. Free Issue Materials

- 6.1 Although reasonable care shall be taken by the Company in handling the Buyer's Free Issue Materials, the Company is not responsible for the behaviour of or loss or damage to the Free Issue Materials in manufacture. If the material collapses, distorts, fractures, breaks or suffers any other loss or damage (for any reason whatsoever) while in the possession of the Company, the Company shall not be liable for the cost of the Free Issue Materials. Free Issue Materials are handled and machined entirely at the Buyer's own risk.
- 6.2 Should the Company act negligently in the handling or manufacturing of any Free Issue Materials supplied to the Company, the Company shall re-perform the relevant manufacturing of such Free Issue Materials without further manufacturing charge, but shall not be liable for the replacement cost of such Free Issue Materials and Buyer shall provide replacement Free Issue Materials at its own cost.
- 6.3 Buyers' supplying Free Issue Materials must ensure that the Free Issue Materials supplied are safe to work, without any risks to the Company's employees, subcontractors or agents, and comply with any applicable health and safety laws and regulations. The Buyer shall notify the Company in advance in writing of any special precautions which need to be taken by the Company in respect of the Free Issue Materials. Failure to do so may result in serious accident and legal proceedings against the Buyer.
- 6.4 In respect of the Free Issue Materials, the Buyer shall be responsible for:
 - a) all costs associated with the transportation and delivery of the Free Issue Materials to the Company, unless otherwise agreed in advance with the Company; and
 - b) maintaining an adequate level of insurance with a reputable insurance company during the period the Free Issue Materials will be in the Company's control.

7. Terms of Payment and Credit

- 7.1 The Company shall be entitled to invoice the Buyer for the price of the Goods at any time before on or after delivery of the Goods.
- 7.2 If the Buyer has a credit account with the Company the Buyer shall pay the price of the Goods without any deduction, counterclaim, withholding or set off within the period specified on the Order Confirmation, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. In all other cases the Buyer shall pay the price of the Goods with its Order in full without any deduction, counterclaim, withholding or set off and the Company reserves the right to withhold delivery of the Goods until it has received cleared funds. Receipts for payment will be issued only upon request. The Buyer shall pay each invoice submitted by the Company:
 - a) within 30 days from the date of the invoice or in accordance with any credit terms agreed by the Company and confirmed in writing to the Buyer in the Order Confirmation; and

- b) in full and in cleared funds to a bank account nominated in writing by the Company, and

time for payment shall be of the essence of the Contract.

7.3 Failure to pay all amounts due by the due date may result in the Company;

- a) Withholding of further Goods including Goods in respect of which the Buyer has already made payment in full; and/or
- b) Charging of interest on amounts outstanding at a rate of 4% above HSBC Bank PLC base rate from time to time.

7.4 The Company may set and vary credit limits from time to time and withhold all further Goods if the Buyer exceeds such credit limit.

7.5 All amounts payable by the Buyer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Buyer, the Buyer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Goods, at the same time as payment is due for the supply of the Goods.

8. Delivery

8.1 Delivery of the Goods in the United Kingdom shall be made by the Company delivering the Goods to the delivery address on the Order or by the Buyer collecting the Goods at the Company's premises at any time after the Company has notified the Buyer that the goods are ready for collection. Delivery of the Goods outside the United Kingdom shall be made using the Buyer's own carrier or delivery will be charged at cost to the Buyer for any and all costs incurred.

8.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company will use reasonable endeavours to deliver the Goods on the date specified in the Order but the Company shall not otherwise be liable for any delay in delivery of the Goods howsoever caused, including where caused by a Force Majeure Event or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. In particular, the Company shall not be liable for any delay or liquidated damages (including where claimed by the Buyer's customer) unless otherwise expressly agreed in the Order Confirmation. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

8.3 If the Buyer fails to take or accept delivery of the Goods within three Business Days of the Company notifying the Buyer that the Goods are ready for delivery, then:

- a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Company notified the Buyer that the Goods were ready; and
- b) the Company shall store the Goods until actual delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).

8.4 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions 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.

9. Risk and Property

9.1 Risk of damage to or loss of the Goods shall pass to the Buyer;

- a) In the case of Goods to be delivered to the Buyer at the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods, the time when the Company has tendered delivery of the Goods: or
 - b) In the case of Goods to be collected by the Buyer at the time when the Company notifies the Buyer that the Goods are available for collection.
- 9.2 Notwithstanding delivery and the passing of the risk to the Buyer both legal and beneficial title ("title") to the Goods will remain with the Company until such time as the Company has received in full payment (in cash or cleared funds) for the Goods.
- 9.3 Until title to the Goods has passed to the Buyer, the Buyer shall:
- a) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Company's property;
 - b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;
 - d) notify the Company immediately if it becomes subject to any of the events listed in clause 11.1d) to clause 11.1g); and
 - e) give the Company such information as the Company may reasonably require from time to time relating to:
 - i. the Goods; and
 - ii. the ongoing financial position of the Buyer.
- 9.4 At any time before title to the Goods passes to the Buyer, the Company may require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

10. Limitation of Liability

- 10.1 This clause 10 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- a) any use by the Company of the Free Issue Materials;
 - b) any breach of the Contract;
 - c) any use made by the Buyer of the Goods or any part of them; and
 - d) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 10.2 References to liability in this clause 10 include every kind of liability arising under or in connection with the Contract (including in respect of any liability in connection with including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 10.3 Nothing in the Contract limits any liability for:
- a) death or personal injury caused by negligence;
 - b) fraud or fraudulent misrepresentation;
 - c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - d) any liability that legally cannot be limited.
- 10.4 Subject to clause 10.3, the Company's total liability to the Buyer howsoever arising shall not exceed an amount equal to the value of the Goods as set out in the Order Confirmation (excluding the value of any Free Issue Materials).

10.5 Subject to clause 10.3, the Company shall not be liable to the Buyer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract for:

- a) loss of profits;
- b) loss of sales or business;
- c) loss of agreements or contracts;
- d) loss of anticipated savings, revenue or business opportunities;
- e) loss of use or corruption of software, data or information;
- f) loss of or damage to goodwill;
- g) any loss of or damage to any Free Issue Materials;
- h) indirect or consequential loss; and
- i) the cost of any replacement or substitute Goods.

10.6 The Company shall not be liable to the Buyer for any loss, damages, costs or expenses that arise as a result of any act or omission of the Buyer, or the Buyer's employees, sub-contractors or agents.

10.7 This clause 10 shall survive termination of the Contract.

11. Termination

11.1 Without limiting its other rights or remedies, the Company may (i) may suspend the supply of Goods under the Contract or any other contract between the Buyer and the Company; and/or (ii) terminate this Contract with immediate effect by giving written notice to the Buyer if:

- a) the Buyer fails to pay any amount due under the Contract on the due date for payment;
- b) the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
- c) the Buyer repeatedly breaches any of the terms of the Contract in such a manner to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- d) the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2);
- e) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- f) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- g) the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

11.2 On termination of the Contract for any reason:

- a) the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest;

- b) in respect of Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Buyer immediately on receipt; and
 - c) the Company shall be entitled to retain any Free Issue Materials in its possession until all invoices referred to in clause **Error! Reference source not found.**a) and b) above have been paid in full.
- 11.3 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 11.4 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

12. Confidentiality

- 12.1 Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
- a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.2; and
 - b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13. Force Majeure

- 13.1 Force Majeure Event means any circumstance not within the Company's reasonable control including, without limitation:
- a) acts of God, flood, drought, earthquake or other natural disaster;
 - b) epidemic or pandemic;
 - c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - d) nuclear, chemical or biological contamination or sonic boom;
 - e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
 - f) collapse of buildings, fire, explosion or accident;
 - g) any labour or trade dispute, strikes, industrial action or lockouts;
 - h) non-performance or delay by suppliers or subcontractors; and
 - i) interruption or failure of utility service.
- 13.2 If the Company is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event, the Company shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

If the Force Majeure Event prevents, hinders or delays the Company's performance of its obligations for a continuous period of more than 3 months, the Buyer may terminate this agreement by giving not less than 30 days' written notice to the Company.

14. General

- 14.1** The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Buyer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.
- 14.2** Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and delivered by hand or sent by first class recorded delivery or registered post addressed to that other party at its registered office if a company or principal place of business if another trading entity.
- 14.3** No waiver by the Company 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.
- 14.4** Nothing in the Contract 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, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 14.5** The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 14.6** If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 14.7** 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.
- 14.8** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by the laws of England & Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.