




Global Technical Textiles Terms and Conditions of Sale

Version	Originated	Checked	Reviewed and Authorised
2.0	SH	JH	JH
Signed			

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1. Definitions

In the document, the following words have the below meanings:

Acknowledgement: the Supplier's written acknowledgment of the Order

Conditions: the terms and conditions set out in this document

Order: the customer's order for the Goods

Specification: Defined specification of goods

Company or Supplier: Global Technical Textiles

Contract: the contract refers to the sale between the Supplier and the Customer for the purchase of the Goods in accordance with these Conditions.

FR: Flame-resistant products or materials

2. General

These conditions shall apply to all contracts of the sale of goods by the Company to the customer/buyer to the exclusion of any terms and conditions the buyer may seek to apply under purchase order

3. Goods

The Goods are described in the Acknowledgment.

The Supplier has the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. Price and Payment

- a) The price of goods is set out in the quotation / order acknowledgement
- b) The price of goods is exclusive of the costs and charges of insurance and transport of the Goods.
- c) Depending on the contract, a proforma invoice may be issued following order acknowledgement
- d) Where proforma is not required, the customer must fulfil the balance payment within 30 days of delivery of Goods. Payment shall be made to the bank account nominated by the Supplier in the currency set out in the invoice.
- e) The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery or deemed completion of delivery
- f) Value Added Tax (VAT) is not included in the price of goods. VAT will be added to the invoice which will be payable by the customer to the supplier.
- g) The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any

other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

5. Cancellation

If an order is cancelled once manufacture has commenced, the Customer is required to pay a cancellation fee to cover the cost of raw materials and manufacturing. The cancellation cost will be calculated and may be equal to the value of the order.

6. Delivery

1. Unless otherwise stated, the supplier will deliver the Goods to the customers chosen location. The customer shall be responsible for loading/unloading the Goods at the Delivery Location.
2. If the customer does not accept / is not available for delivery of the date agreed, the customer will be charged a fee for redelivery of Goods.
3. Any dates quoted for delivery are approximate only and the time of delivery is of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
4. The supplier may deliver the goods by instalments. These shall be invoiced and paid separately until the completion of the order. If an instalment raises any defects or delays the customer is not entitled to cancel any other instalment.

7. Quality

1. If a non-conformance is raised upon receipt of goods this must be addressed to the company as soon as it is identified.
2. Dependent on the defect raised, the company reserves the right to collect and process materials.
3. The company accepts no liability for the goods once cut, used or processed once delivered

8. Title and Risk

1. The risk to the Goods shall pass to the Customer on completion of delivery
2. Title to the Goods shall not pass to the Customer until the earlier of:
 - a) the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums;and

- b) the Customer incorporates the Goods into the Customer's products.
- 3. Until title to the Goods has passed to the Customer, the Customer shall:
 - a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier'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 from the date of delivery;
 - d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 11 'Termination'
 - e) give the Supplier such information relating to the Goods as the Supplier may require from time to time;

9. Assignment and Other Dealings

- 1) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 2) The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

10. Sample

In some cases, a sample from the bulk production of Goods is provided to the customer (buyer) for inspection and approval. The customer is required to inspect the sample and either approve or raise any queries or concerns to the company. Once approved by the customer the goods will be shipped to the customers required location. Any queries must be raised and resolved before approving the shipment of Goods. If the order is an FR product, the customer is recommended to complete FR testing by a third party.

11. Termination

- 1. If the customer is subject to any of the below events, the company has the right to terminate the contract:
 - a) the Customer 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;
 - b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

- c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer;
 - d) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
 - e) (being a company) a receiver or administrative receiver is appointed in relation to the Customer;
 - f) (being an individual) the Customer is the subject of a bankruptcy petition or order;
 - g) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above (inclusive)
 - h) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business.
2. Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed throughout this clause, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
 3. On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.
 4. Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
 5. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

12. Limitation of Liability

1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:
 - a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - b) fraud or fraudulent misrepresentation;

- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - d) defective products under the Consumer Protection Act 1987; or
 - e) any other matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
2. Subject to the above listed:
- a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

13. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

14. Third Party Rights

A person who is not a party to the Contract shall not have any rights to enforce its terms.

15. Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.

16. Governing Law and Jurisdiction

1. The Contract and any dispute arising from the Contract shall be governed and construed in accordance with the law of England and Wales
2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract