



TERMS & CONDITIONS OF SALE & QUOTATION

SECTION 1: TERMS & CONDITIONS OF SALE

1. GENERAL

ASNU Corporation Europe Ltd shall be referred to in these Terms and Conditions as the Supplier and the proposed purchaser of goods or services shall be referred to as the Customer. All quotations are given, and all orders accepted on these terms shall override and exclude any other terms or conditions stipulated or referred to by the Customer. No deviation from these terms shall be applicable unless stipulated in writing by a Director of the Supplier. The Customer hereby acknowledges that there are no representations outside these terms which have induced him to enter into the contract and that these terms shall constitute the entire understanding between the parties for the sales of the goods or services. The warranty for products shall expire one (1) year from the customer receipt of the products. After expiration of this one-year period, Seller shall no longer accept warranty claims and all obligations for warranty shall terminate.

2. QUOTATIONS

All quotations and purchase orders arising there are subject to the conditions specified in the Supplier's Terms & Conditions of Quotation (section 2). Quotations are valid subject to the Suppliers discretion; however, material cost and availability cannot be guaranteed.

3. PRICE, DELIVERY TERMS, CUSTOMS CHARGES AND DUTIES

All prices are quoted net of VAT and any other applicable sales taxes unless otherwise stated in writing by the Supplier.

The Supplier reserves the right to amend pricing for outstanding work, materials, components, or services where completion is delayed beyond the agreed delivery date for reasons outside the Supplier's control.

All sales are supplied in accordance with the applicable Incoterms® 2020 rule stated in the Supplier's quotation, order acknowledgement, invoice, or shipping documentation.

Unless otherwise agreed in writing:

- a) Palletised goods shipped by sea freight outside the United Kingdom shall be supplied CFR (Cost and Freight) Incoterms® 2020, named port of destination.
- b) Palletised goods shipped by air freight outside the United Kingdom shall be supplied DAP (Delivered At Place) Incoterms® 2020, named place of destination.
- c) Palletised goods transported by road outside the United Kingdom shall be supplied DAP (Delivered At Place) Incoterms® 2020, named place of destination.
- d) Goods shipped by courier or express parcel service, whether within the United Kingdom or internationally, shall be supplied DAP (Delivered At Place) Incoterms® 2020, named place of destination.
- e) All shipments within the United Kingdom shall be supplied DAP (Delivered At Place) Incoterms® 2020 unless otherwise agreed in writing.

For all shipments supplied under DAP (Delivered At Place) Incoterms® 2020, the Supplier shall arrange carriage to the named place of destination. Risk shall pass to the Customer when the goods are placed at the Customer's disposal on the arriving means of transport, ready for unloading.

The Customer shall be responsible for unloading the goods at the named place of destination unless otherwise agreed in writing.

For all international shipments, the Customer shall be responsible for obtaining any required import licences, permits, approvals, customs clearances, and for payment of all import duties, taxes, import VAT, levies, customs brokerage fees, and other charges imposed by the destination country or any transit authority.

The Supplier shall not be liable for delays, penalties, storage charges, demurrage, detention, or additional costs arising from customs inspections, documentation requirements, border controls, or any failure by the Customer or its appointed agent to comply with import requirements.



Where the Supplier agrees to arrange additional carriage, insurance, or logistics services, such costs may be invoiced separately and shall not alter the allocation of risk, responsibility, or cost under the applicable Incoterms® 2020 rule.

In the event of any inconsistency between these Terms and Conditions and the Incoterms® 2020 rules, the relevant Incoterms® 2020 rule shall prevail in respect of delivery, risk, and transportation obligations.

4. CANCELLATION

The Customer may not cancel or vary the contract or any part thereof without the consent of the Supplier, which if given shall be deemed to be on the express condition that the Customer shall indemnify the Supplier against all loss, damage, claims, or actions arising out of such cancellation unless otherwise agreed in writing.

5. PAYMENT

The total value of any invoice shall be payable within 30 days from the end of the month in which the invoice is dated or subject to a pro-forma account. If the Customer is in default with any payment or is in any way in breach of the Suppliers Terms and Conditions under this or any other contract with the Supplier, the Supplier shall become entitled to withhold all further deliveries, and at the Suppliers discretion to cancel the contract in respect of the whole or any part of the goods remaining undelivered and charge for all outstanding costs incurred on the said contract. The Supplier reserves the right to charge interest at 5% above base rate for any outstanding payment amount and period. Under the UK Late Payment of Commercial Debts (Interest) Act, the Supplier also reserves the right to charge up to 8% above base rate and claim reasonable recovery costs. The Supplier reserves the right to charge statutory interest and compensation pursuant to the Late Payment of Commercial Debts (Interest) Act 1998, as amended, including interest at 8% above the Bank of England base rate together with fixed and reasonable debt recovery costs.

5a. CREDIT FACILITIES

The Supplier may, at its sole discretion and without prejudice to any other rights or remedies, withdraw, reduce, suspend, or vary any credit facility granted to the Customer at any time.

Without limitation, the Supplier may require payment in advance, payment on a pro-forma basis, provision of security, or revised payment terms where:

- a) the Customer breaches any agreed payment terms;
- b) any invoice remains overdue;
- c) the Supplier reasonably believes the Customer's financial position has deteriorated; or
- d) the Customer exceeds any agreed credit limit.

The withdrawal, suspension, or variation of credit facilities shall not affect the Customer's obligation to pay any outstanding sums due to the Supplier.

6. DELIVERY DATES

Delivery dates are estimates only, and the time of delivery shall not be of the essence of the contract. Every endeavor will be made to meet the delivery dates, which are given in good faith. The Supplier cannot however accept responsibility for failure to do this. Should the Supplier be prevented from or hindered in delivering the goods or any parts thereof by reason of war, riot, explosion, fire, flood, strike, lockout, shortage of materials or labour or any cause beyond the Suppliers control, the time for delivery shall be extended until the cause preventing or hindering delivery has ceased.

7. CUSTOMER SHIPPING RESPONSIBILITIES

The Customer is responsible for all import duties, customs clearance fees, taxes, levies, or other charges imposed by destination or transit authorities. The Supplier accepts no liability for delays or costs resulting from customs inspections, documentation requirements, or failure by the Customer or their appointed agent to obtain necessary import permissions. Where the Supplier agrees in writing to arrange carriage or insurance, such costs will be invoiced separately and do not affect the Customer's responsibility for Customs-related payments.

8. PASSING OF RISK AND PROPERTY

Risk for loss or damage to goods shall pass to the Customer at time of delivery. Notwithstanding delivery, the property in the goods shall not pass to the Customer until the whole price has been paid. Payment shall be applied to invoices in the order in which they were issued. The Supplier reserves the right to waive the provisions of this retention term at any time before payment of all moneys owing have been made and declare that property in any or all the goods supplied has passed.



Until payment, the Customer shall hold the goods as bailee for the supplier and the following provisions of this clause shall apply. The Customer may not: (1) sell or otherwise dispose of the goods or part thereof or (2) cause or permit the same to be mixed with or incorporated into other goods until the invoice has been paid in full.

Should the Customer dispose of the goods in breach of sub-clause (1) of this clause, the Suppliers beneficial entitlement shall attach to the proceeds of sale. Should the Customer dispose of the goods in breach of sub-clause (2) of this clause, the Suppliers beneficial entitlement shall attach to a just proportion of the proceeds of sale. If the Customer defaults in the punctual payment of any sum owing then the Supplier shall be entitled to the immediate return of all goods sold by the Supplier to the Customer in which the property has not passed, and the customer hereby authorises the Supplier to recover the goods and to enter any premises of the Customer for that purpose. Demand for recovery of the goods by the Supplier shall not of itself discharge either the Customers liability to pay the whole of the price and take delivery of the goods or the Suppliers right to sue for the whole of the price.

9. INSPECTION OF GOODS

The Customer shall inspect the goods immediately on delivery thereof and shall within seven days from such delivery give notice in writing to the Supplier of any matter or thing by reason whereof the Customer may allege that the goods are not in accordance with the contract (or are defective in material or workmanship). If the customer fail to give such notice the goods shall be conclusively presumed to be in all respects in accordance with the contract (and free from any defect which would be apparent on reasonable examination of the goods) and the Customer shall be deemed to have accepted the goods accordingly. In the event that the Customer establishes to the Suppliers satisfaction that the goods are not in accordance with the contract (or are defective in materials or workmanship), the Customers sole remedy (after payment of the whole of the invoiced price) in respect of such non accordance (or defect) shall be limited as the Supplier may elect to the exchange or repair of the goods or refund of the purchase price against return of the goods.

10. CONSEQUENTIAL LOSS

The Supplier cannot accept any liability whatsoever for any loss or damage arising out of any malfunctioning of or defect in or failure of the goods or any part thereof or otherwise whether consequential or direct and whether suffered by or occasioned to the Customer, the employees or agents of the Customer, or third parties.

11. INDEMNITY

The Customer shall indemnify the Supplier in respect of all damage, injury or loss occurring to any person or property and against all actions, suits, claims, demands, charges, or expense in connection therewith arising from the condition or use of the goods in the event that the damage, injury or loss shall have been occasioned partly or wholly by the carelessness of the Customer or his servants, invitees or agents or by any breach by the customer of its obligations to the Supplier hereunder.

12. SELLERS LIEN

In addition to any right of lien to which it may be in law entitled, the Supplier shall be entitled to a general lien on all goods and property of the Customer in the Suppliers possession (although such goods or some of them may have been paid for) all sums whether liquidated or quantified or not, due from the Customer to the Supplier. The Supplier shall not be liable for loss or damage to the Customers property in the Suppliers possession either as a result of the exercise by the Supplier of its lien or otherwise and shall be entitled on the expiration of seven days' notice to dispose of such goods or property as it thinks fit and apply any proceeds towards such debt.

13. PATENTS, TRADEMARKS ETC.

Where the goods have been manufactured or constructed according to designs or configurations or by processes specified or supplied by the Customer, the Customer represents and warrants to the Supplier that the goods are so designed or configured and the processes so used as to not infringe the rights of any person, whether in respect of any patent, trade mark, registered design, copyright, confidential disclosure, third-party IP rights or otherwise howsoever to prevent or restrict sale or use of the goods or the use of such processes in any part of the world. The Customer shall indemnify the Supplier against all actions, suits, claims, demands, losses, charges, costs and expenses which the Supplier may suffer or incur in connection with any claim by any third-party alleging facts which if established would indicate a breach of the representations and warranties contained in this clause.

14. GDPR AND PRIVACY

Customer personal data will be processed in accordance with UK data protection laws and only for legitimate business purposes. The Supplier will not share Customer data with third parties without consent, except where legally required.



15. FORCE MAJEURE

If delivery or performance is delayed or prevented due to circumstances beyond the Supplier's control, the Supplier shall be entitled to a reasonable extension of time.

16. PROPER LAW

The contract shall be governed by and interpreted in accordance with English Law and the Customer submits to the jurisdiction of the High Court of Justice in England. Clause Headings are for information only and shall not affect interpretation or construction thereof.

17. ASSIGNMENT

The Customer shall not assign any benefit under the contract without the consent in writing of the Supplier.

18. NOTICES

Any notice given under or pursuant to the contract may be sent by hand, post, registered post or by recorded delivery resulting in the receipt of a written communication in permanent form and if so, sent to the address of the Supplier shall be deemed validly and effectively given on the day when in the ordinary course of the means of delivery it would be received by the Supplier.

19. PAYMENT TERMS AND DISCRETIONARY CREDIT

The Supplier may, at its sole discretion, permit payment after delivery or invoice date. Any such arrangement shall be granted on a transaction-by-transaction basis and shall not constitute the creation of a credit account, credit facility, ongoing credit arrangement, or any entitlement to future credit.

The Supplier reserves the right at any time, without notice and without liability, to:

- a) require payment in advance;
- b) require payment on a pro-forma basis;
- c) require a deposit or stage payments;
- d) shorten previously agreed payment terms;
- e) suspend deliveries pending payment; or
- f) refuse to accept further orders until outstanding sums have been paid.

Without prejudice to any other rights or remedies available to the Supplier, the Supplier may exercise the above rights where:

- i) any invoice remains overdue;
- ii) the Customer breaches any agreed payment terms;
- iii) the Supplier reasonably believes that the Customer's financial position has deteriorated;
- iv) the Customer becomes subject to any insolvency event or procedure; or
- v) the Supplier considers that continued trading on deferred payment terms presents an unacceptable commercial risk.

No failure or delay by the Supplier in exercising any right under this clause shall constitute a waiver of that right.

The granting of deferred payment terms on any occasion shall not oblige the Supplier to grant deferred payment terms on any future order.

Credit terms are given at the Supplier's discretion up to an agreed limit and can only be accepted subject to satisfactory credit references and may be withdrawn at any time.

20. RETURNS AND REPAIRS

Items which the Customer wishes to return for rectification due to suspected faulty workmanship or materials etc. must be advised and agreed first. Repairs prior to return should not be attempted by the Customer as this will invalidate the warranty and result in a charge for rework. All returns will first be subject to inspection and analysis as to how any fault occurred and must be sent with a returns note. A decision will be made as to whether work is chargeable or free of charge and advised in advance where possible.



21. USE OF IMAGERY AND WORK REPRESENTATIONS

ASNU Corporation Europe Ltd reserves the right to photograph and use images or representations of any custom products, prototypes, designs, or concepts it produces in the course of fulfilling customer orders. Such materials may be used for marketing, promotional, or portfolio purposes across ASNU's websites, printed materials, trade exhibitions, and digital platforms including social media.

Where work involves commercially sensitive or confidential information, ASNU will take reasonable steps to anonymise or exclude identifying details unless express permission has been granted by the Customer.

22. LIMITATION OF LIABILITY

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

Subject thereto, the Supplier's total liability shall not exceed the value of the relevant order. The Supplier shall not be liable for indirect, consequential, special or economic loss, including loss of profit, revenue, goodwill, production, opportunity or data.

23. INSOLVENCY

The Supplier may suspend performance, terminate the contract, withhold deliveries, or require immediate payment if the Customer becomes insolvent, enters administration, liquidation or receivership, ceases trading, or the Supplier reasonably believes the Customer's financial position has materially deteriorated.

24. CONFIDENTIALITY

Each party shall keep confidential all technical, commercial, financial and business information obtained from the other party and shall not disclose such information except where required by law, to professional advisers, or with prior written consent.

25. INTELLECTUAL PROPERTY

All intellectual property rights in drawings, designs, software, tooling, manufacturing methods, technical data and documentation created, developed or supplied by the Supplier shall remain the exclusive property of the Supplier unless otherwise agreed in writing.

26. EXPORT CONTROL AND SANCTIONS

The Customer shall comply with all applicable export control laws, sanctions and trade restrictions.

27. PRODUCT SUITABILITY

The Customer is responsible for ensuring that the goods are suitable for their intended application and regulatory requirements.

28. ELECTRONIC COMMUNICATIONS

Notices and communications may be sent by email and shall be deemed received on the next business day following transmission unless a delivery failure notice is received.

29. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.



SECTION 2: TERMS & CONDITIONS OF QUOTATION

1. GENERAL

To enable ASNU Corporation Europe Limited (the Supplier) to offer you (the Customer) the most competitive prices, all quotations are, unless otherwise stated in writing by a Director of the Supplier, subject to the following Terms and Conditions of Quotation. Any orders placed against such quotations are, in addition, subject to the Supplier Terms and Conditions of Sale or if any item appears unclear, please contact us.

2. DOCUMENTATION

The order must refer to appropriate documentation using product names, part numbers, revision numbers, quantity, price, and delivery. Controlled documentation must be supplied by the Customer which clearly identifies any special requirements, e.g., safety critical items etc. Changes to product or documentation since quotation or earlier build must be formally advised and the Supplier will not accept responsibility for errors arising from the Customer's failure to do so.

3. DELAYS AND INCURRED COSTS

Extra work or lost production time caused by matters which are the Customer's responsibility and not included in the Quotation will be chargeable at the appropriate hourly rate. (e.g., late, unsuitable or faulty components, delays, design faults, poor design or specification, changes etc.). Where possible the Customer will be advised of costs in advance. Cancellations or delays for matters which prevent the order from being completed on the agreed date and are the Customer's responsibility will result in the Customer being invoiced by the Supplier on the due delivery date, in full, or for materials purchased, labour expended and loss of profit. Where appropriate a new delivery date will be agreed, and any additional set-up and storage costs will be chargeable. Cancelled scheduled orders may result in costs as above and re-costing of any product supplied to date as a smaller overall order.

