

Additional Export Terms

A. These terms are referenced in clause 10 of the Nuts & Bolts Ltd Terms and Conditions of Sale. Expressions defined in the conditions and used in these terms have the meaning set out in the conditions.

B. If the Contract is an International Supply Contract, it shall be deemed to incorporate the Incoterms 2020 rules except that in the event of any inconsistency between Incoterms and any express term of the Contract the latter shall prevail. Unless otherwise stated and agreed, default shipping term is Ex Works Nuts & Bolts Ltd 's shipping location. Buyer shall be responsible for obtaining insurance. Unless other Incoterms 2020 rules are stated and agreed to by the parties in writing, all related freight-works costs (including insurance if applicable) will be charged to the Buyer as part of the International Supply Contract. At Nuts & Bolts Ltd 's option, this freight policy may be subject to special terms and conditions for certain export orders. If any item is backordered that qualifies for freight prepayment, that item will be shipped prepaid as Buyer's exclusive remedy. Title and risk of loss for products shall transfer at the delivery point as determined by the applicable Incoterms being utilized for the export sale. Nuts & Bolts Ltd shall be under no obligation to give the Buyer the notice specified in section 32 (3) of the Sale of Goods Act 1979.

C. The Buyer assumes responsibility for, and unconditionally guarantees payment or reimbursement of all applicable taxes, fees, licenses, import duties, and expenses as may be applicable. When placing an order, Buyer shall indicate which Goods are tax exempt.

D. Unless otherwise specified in the International Supply Contract and subject to Buyer's status and creditworthiness, payment terms are 30 days after the end of the month in which the relevant invoice date falls. All other payment terms are as set out in the conditions. Buyer agrees to inform Nuts & Bolts Ltd immediately if it intends to use any import or export financing or has or will be granting a charge or security interest on its inventory to any third party.

E. Buyer represents and warrants that it is not designated on, or associated with, any party designated on any of the applicable U.K., E.U. or U.S. government restricted parties' lists.

F. It is specifically agreed that Buyer shall be the foreign principal party in interest and/or that its freight forwarder shall act as Buyer's agent in such capacity for purposes of the applicable foreign trade regulations or other regulatory purposes, and Buyer and its freight forwarder are responsible for all routed export transactions documentation, including but not limited to the filing of the required Electronic Export Information/Automated Export System records. At Nuts & Bolts Ltd 's request, Buyer or its freight forwarder shall provide copies of any export, shipping, or import documentation prepared by Buyer or its freight forwarder related to sales to Buyer by Nuts & Bolts Ltd.

G. Buyer represents that it is purchasing Goods from the U.K. and importing them to the country specified in the Buyer and Nuts & Bolts Ltd documentation. Buyer agrees that the Goods will be shipped to the specified destination in compliance with the laws of such destination and the U.K., and that the Goods will not be directly or indirectly sold, exported, transferred, assigned, used, or otherwise disposed of in a manner which may result in any non-compliance with applicable U.K. laws and regulations relating to the Goods purchased by Buyer. Diversion contrary to U.K. law is prohibited. Nuts & Bolts Ltd reserves the right to require Buyer to provide full details of the intended use of the Goods and the final destination of the Goods (and when country/product applicable who would be carrying out the inspection for customs). If requested by Nuts & Bolts Ltd, Buyer shall provide documentation satisfactory to Nuts & Bolts Ltd verifying delivery at the designated country, the identity of end users ordering Goods from Buyer and the terms and conditions upon which such end users request Goods to be supplied. Buyer further agrees to inform Nuts & Bolts Ltd at the time of order of any special documentation, packaging or product marking or labelling, but Nuts & Bolts Ltd shall not be responsible for providing any such documentation, packaging, marking or labelling other than such documents that are necessary under U.K. export laws and regulations for export, unless Nuts & Bolts Ltd expressly agrees to do so. Based on the foregoing, Nuts & Bolts Ltd reserves the right not to supply goods to certain countries.

H. Buyer shall be responsible for obtaining any licenses or other official authorizations that may be required by the country of importation and/or under other applicable laws or regulations. The rights and obligations of the parties under these conditions shall not be governed by the provisions of the 1980 United Nations Convention of Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods. Rather, these conditions shall be governed by English law. Notwithstanding the foregoing, any legal action by Buyer with respect to any transaction must be commenced within one (1) year after the cause of action has arisen.