

## **COUNTRY-SPECIFIC ADDENDUM**

### **PURSUANT TO SECTION 8.1 OF THE SALES & DELIVERY TERMS FOR**



### **IN CASE OF DELIVERIES INTO**

#### **UNITED KINGDOM**

The following shall apply in deviation to Section 8.1 of the Sales and Delivery Terms in case of deliveries of the Products into United Kingdom:

8.1 Title to the Products shall not pass to the Buyer until the earlier of:

- (a) the Seller receives payment in full (in cash or cleared funds) for the Products and any other goods that the Seller has supplied to the Buyer and in respect of which payment has become due, and
- (b) the Buyer resells the Products, in which case title to the Products shall pass to the Buyer at the time specified in Clause 8.3.

8.2 Until such time as title in the Products has passed to the Buyer as above, the Buyer shall:

- (a) store and mark the Products in such a way that they are readily identifiable as the property of the Seller and not remove, deface or obscure any identifying mark or packaging on or relating to the Products;
- (b) not dispose of or deal with the Products or any documents of title relating to them or any interest in them except in accordance with Clause 8.3;
- (c) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify the Seller immediately if it becomes subject to any Insolvency Event (as defined below); and
- (e) give the Seller such information relating to the Products as the Seller may require from time to time.

"Insolvency Event" in relation to the Buyer for the purpose of this Clause 8 means: (i) the appointment of a liquidator (otherwise than in furtherance of any scheme for solvent amalgamation or solvent reconstruction) or administrator or similar officer; (ii) any winding up, dissolution or striking off or (being an individual) the making of a bankruptcy order; (iii) any encumbrance over or affecting any material part of its assets or undertaking being enforced; or (iv) any composition in satisfaction of, or moratorium in respect of, its debts or any scheme of arrangement or compromise between it and its creditors or any class of its creditors being put in place.

8.3 Subject to Clause 8.4, the Buyer may on the Buyer's own account process or sell the Products to the Buyer's usual type of customers in the ordinary course of the Buyer's business, before the Seller receives payment for the Products. If the Buyer sells the Products prior to receipt of payment by the Seller:

- (a) the Buyer does so as principal and not as the Seller's agent; and
- (b) title to the Products shall pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.

8.4 If before title to the Products passes to the Buyer the Buyer becomes subject to any Insolvency Event, then, without limiting any other right or remedy the Seller may have:

- (a) the Buyer's right to process and/or sell the Products in the ordinary course of its business ceases immediately; and
- (b) the Seller may at any time:
  - (i) require the Buyer to deliver up all Products and corresponding documentation in its possession that have not been resold, or irrevocably incorporated into another product; and
  - (ii) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Products are stored in order to recover them.

8.5 Without prejudice to the foregoing, if the Seller reasonably believes that an Insolvency Event is about to occur, the Seller:

- (a) may by written notice terminate the Buyer's right (if still subsisting) to process or sell the Products in the ordinary course of its business; and
- (b) the Seller may at any time:
  - (i) require the Buyer to deliver up all Products and corresponding documentation in its possession that have not been resold, or irrevocably incorporated into another product; and
  - (ii) if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Products are stored in order to recover them.

8.6 Recovery by the Seller of the Products is without prejudice to any other rights and remedies that the Seller may have.

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