



These terms and conditions ("T&Cs") apply to the selling by Archital Coatings Limited ("Archital") of goods and services to the Purchaser.

By placing an order with Archital, or by accepting a quote or an invoice from Archital, the Purchaser irrevocably agrees to be bound by these T&Cs. Whenever the Purchaser presents their own terms and conditions, they shall be null and void and superseded by these T&Cs, which wholly take precedence. For the avoidance of doubt, any terms and conditions that are submitted by the Purchaser to Archital are expressly excluded. Archital may periodically update these T&Cs.

1 DEFINITIONS

In the context of these T&Cs the following expressions shall have the following meanings:

"Confidential Information"	means any information disclosed by the disclosing party to the receiving party, whether in writing, verbally, or by any other means, that is marked or deemed confidential, including but not limited to technical data, trade secrets, business plans, financial information, customer details, and proprietary processes. Confidential Information does not include information that is publicly available, lawfully obtained from a third party without obligation of confidentiality, or independently developed without reference to the disclosed information.
"Contract"	means the Contract for sale and purchase of the goods and services made between Archital and the Purchaser to which these T&Cs apply incorporating the offer, the order, quote, the invoice.
"Export Sales"	means a Contract by which Archital supplies goods and or services to a Purchaser who takes delivery thereof outside of the United Kingdom.
"Force Majeure"	means any event or circumstance beyond a party's reasonable control that prevents or delays performance under the Contract, including but not limited to acts of God, natural disasters (excluding fires), war, terrorism, pandemics (including COVID-19).
"Goods"	means the goods, materials, designs and or other items supplied pursuant to the Contract.
"Archital"	means the Seller, Archital Coatings Limited, with company registration number 16562701.
"Invoice"	means the document issued by Archital to the Purchaser, detailing the goods and or services provided, the prices, and the total amount due for payment to Archital.
"Order"	means the request made by the Purchaser to purchase goods and or services from Archital.
"Price"	means the fees, expenses, costs, and charges payable by the Purchaser to Archital for the goods and services under the Contract.

"Purchaser"	means the person, firm, or company to be supplied with the goods and or services by Archital.
"Quote"	means a formal statement from Archital detailing the estimated price for goods and or services based on the Purchaser's request. It is not a commitment to sell, and the final price may vary due to availability or changes to the request. The Quote is valid for a specified period as detailed in the Quote and may change without notice thereafter.
"Services"	means the works undertaken in accordance with the Contract and where the context so requires shall include all workmanship performed.

2 SCOPE

- 2.1 These T&Cs apply to all sale of goods and services by Archital and shall prevail over and apply to the exclusion of any inconsistent terms and conditions contained or referred to in the Purchaser's Order or in correspondence or elsewhere or implied by trade custom practice or course of dealing unless specifically agreed to in writing by Archital. Purported provisions to the contrary are hereby excluded or extinguished.
- 2.2 For the avoidance of doubt if any sales or technical literature prepared by Archital shall contain any terms and conditions which purport to govern the sale of goods inconsistent with these T&Cs such terms and conditions shall be of no effect and shall be superseded by these T&Cs. Under no circumstances shall Archital be responsible for or to be held liable in respect of any term, condition, statement or representation relied upon by the Purchaser which is verbally given or not contained in an Archital written and issued document.
- 2.3 If the Contract is an Export Sales Contract it shall be deemed to incorporate the Incoterms 2020, Free Carrier (FCA). In the event of any inconsistency between the Incoterm and any express term of these T&Cs, the latter shall prevail.

3 QUOTES

- 3.1 Archital may issue a Quote in response to a tender or a RFQ issued by the Purchaser. The Quote will detail the estimated price for the goods and or services based on the information provided by the Purchaser at the time of the request. Archital will issue the Quote as soon as practicable and will use all reasonable endeavours to issue it within the time constraints of the tender or RFQ. The Quote is subject to the T&Cs.
- 3.2 Archital reserve the right to withdraw or amend a Quote at any time prior to the Purchaser's written acceptance. Archital reserve the right to withdraw or amend the Quote after the Purchaser's acceptance for any reason. Archital is required to serve written notice to the Purchaser of such withdrawal or amendment.
- 3.3 Archital further reserves the right to adjust the Quote in the event of any changes in the Purchaser's requirements, or due to unforeseen circumstances such as changes in material costs, labour charges, or other factors beyond Archital's control. Any withdrawal, or amendments to the Quote shall be communicated in writing to the Purchaser and shall form part of the Contract once accepted by the Purchaser.
- 3.4 The Purchaser shall be responsible for ensuring the accuracy and completeness of the information provided



at the time of the RFQ including any applicable specification. If there are any errors in the information provided to Archital, the Purchaser is under a duty to promptly inform Archital so the Quote can be amended. Archital reserves the right to refuse to amend the Quote.

- 3.5 Archital shall not be liable for any delay or non-performance arising from inaccurate, incomplete, or late information provided by the Purchaser.
- 3.6 All quotations issued to new purchasers are subject to payment on a pro forma basis. Following completion of the initial transaction, the purchaser may apply for a credit account by completing the Company's credit account application form. Subject to approval, a trade credit account may be established with an appropriate credit limit, enabling payment terms of 30 days from the end of the month in which the invoice is issued.

4 ORDERS AND SPECIFICATIONS

- 4.1 The Purchaser shall be responsible to Archital for ensuring the accuracy and completeness of the terms of any Order including any applicable specification submitted by the Purchaser, and for giving Archital all necessary information relating to the goods and or services. Any amendment, excluding cancellation, shall be communicated by the Purchaser in writing to Archital promptly and within a reasonable time to enable Archital to perform the Contract in accordance with its terms. Archital shall not be liable for any delay or non-performance arising from inaccurate, incomplete, or late information provided by the Purchaser.
- 4.2 Purchaser must serve written notice to cancel an Order. No Order which has been accepted by Archital may be cancelled by the Purchaser except with the prior written agreement of Archital.
- 4.3 The Purchaser shall indemnify Archital in full against all loss including but not limited to loss of profit, costs, (including costs of labour and material), damages, charges and expenses incurred by Archital due to the Purchaser's cancellation. Such indemnity shall also include costs incurred in reallocation of resources or any additional administrative burden arising or resulting from the cancellation.
- 4.4 If the Purchaser fails to deliver Free Issue Materials by the agreed date, Archital reserve the right to recover any resulting losses. This includes, but is not limited to, additional production costs, loss of profit, and other direct or indirect costs incurred as a consequence of the delay. The Purchaser acknowledges that such failure may impact production schedules and overall project timelines and agrees that Archital shall be entitled to claim compensation on terms similar to those applicable in the event of order cancellation.
- 4.5 Any installation & surveying costs are quoted on the basis of good level access with no obstructions and, unless stated, do not include for removal of any structure or materials (unless otherwise explicitly agreed).
- 4.6 In the event of a visit to site on an agreed date where the site is not ready for works to be completed Archital reserves the right to charge for additional visits and potential losses due to re scheduling.
- 4.7 Archital will advise on the suitability of products for different applications, but it is the responsibility of the customer to ensure that building regulations and planning conditions are satisfied.

5 FORMATION OF CONTRACT

- 5.1 A Contract shall be formed once a Quote has been accepted by the Purchaser or Archital issues written acceptance of Order, whichever is first. Acceptance shall be by way of post, fax, or secured email.
- 5.2 Any variations or amendments to the Order that are not agreed to by Archital in writing shall be deemed null and void and shall not form part of the Contract.
- 5.3 No verbal agreements shall apply to the Contract, only agreements reduced to writing and agreed by both parties.

6 PRICES

- 6.1 The Prices payable for the goods and services shall be those charged by Archital at the time of Contract formation or as varied and agreed in writing. Archital shall have the right at any time to revise the Price to take account of increases in costs including, without limitation, inflation, costs of any goods or materials, labour or overheads, carriage, compliance with new legal or regulatory requirements, the increase or imposition of any tax, duty, surcharge or other levy or any variation in exchange rates.
- 6.2 Unless otherwise stated the Price is exclusive of value added tax.
- 6.3 Unless otherwise agreed in writing Archital agrees to deliver the goods to an address specified by the Purchaser, subject to the Purchaser paying all carriage charges incurred by the Archital.
- 6.4 Archital shall be entitled to add to the Contract Price, where applicable, a charge for additional goods and or services, including but not limited to site visits, bespoke designs, carriage, insurance, special packaging, and any other additional Price associated with the supply of goods and or services.

7 TERMS OF PAYMENT

- 7.1 Unless otherwise specified in writing payment is due thirty (30) days from issuance of the Invoice. Credit accounts, where applicable, are only available by completing the credit application form provided by Archital and subject to Archital's approval following suitable credit ratings and references, or any other requirements set by Archital at that time. Archital reserve the right to refuse or limit credit accounts at its sole discretion, without providing a reason.
- 7.2 Trade Sales: Unless otherwise specified in writing payment becomes due on delivery.
- 7.3 Where applicable, where trading/credit references are unavailable or for any other reason, Archital reserve the right to request pre-payment for the Contract prior to delivery.
- 7.4 Notwithstanding clause 7(1) in the case of Export Sales the price of the goods and services shall if required by Archital be paid for in advance via a bank transfer or other secure payment method acceptable to Archital.
- 7.5 No dispute arising under the Contract or delays beyond the reasonable control of Archital shall interfere with the payment terms and payment by the Purchaser.
- 7.6 In the event of default payment by the Purchaser, Archital shall be entitled, without prejudice to any other right or remedy:
 - (i) To suspend all further works and or deliveries under the Contract.
 - (ii) To terminate the Contract.
 - (iii) To charge interest on any amount outstanding at the rate of 10% per month, such interest being charged as a separate continuing obligation and not merging with any other judgement order.



- (iv) To serve notice on the Purchaser requiring immediate payment for all goods supplied by Archital under this and all other Contracts with the Purchaser whether payment is otherwise due or invoiced.
- 7.7 Archital shall not be liable, in any of the above circumstances, for any damages, claims or expenses whatsoever from the Purchaser or any third party.

8 DELIVERY

- 8.1 Date and time for delivery is given as accurately as possible but is not guaranteed. Archital shall not be liable for any loss, damages, or expenses arising directly or indirectly from any delay in delivery, regardless of the cause. The Purchaser shall have no right to damages or to cancel the order for failure by or for any cause to meet any delivery times stated.
- 8.2 Goods and or services may be delivered in instalments in which event Archital may Invoice each instalment separately and the Purchaser shall pay such invoices in accordance with these T&Cs.
- 8.3 The quantity of any consignment as recorded by Archital upon dispatch from Archital's premises will be conclusive evidence of the quantity received by the Purchaser. The Purchaser must provide detailed and conclusive evidence of any short delivery, non-delivery, or damaged Goods, confirmed in writing, and notify Archital within forty-eight (48) hours of delivery. The total liability by Archital will be to replace, repair or credit at the appropriate rate for the goods which shall be confirmed in writing.
- 8.4 Should the Purchaser refuse to take delivery of goods, Archital shall be entitled to immediate payment in full for the goods.. Risk in the goods will pass to the Purchaser at the point of refusal, and Archital may store the goods at the Purchaser's risk and expense as per clause 8(6). Risk passes to the Purchaser when (i) the goods have been collected by the Purchaser or carrier acting on their behalf; or (ii) the goods are delivered to the Purchaser's premises, and are ready for delivery, but delivery is postponed at the Purchaser's request. Archital shall be entitled to charge for additional storage or handling costs incurred as a result of any such postponement.
- 8.5 Archital shall be entitled to store at risk of the Purchaser any goods that the Purchaser has failed to collect or take delivery of and the Purchaser shall in addition to the price pay all costs of such storage and any additional costs or carriage incurred as a result of such refusal or failure. If the Purchaser fails to take delivery within twenty-eight (28) days of notification by Archital, Archital shall be entitled to dispose of the goods in such a manner as it may determine, without prejudice to Archital's right to recover the price or fees or any other losses arising from the Purchaser's failure to take delivery.

9 TITLE

- 9.1 Title to the goods shall pass to the Purchaser only when all sums due under the Contract or any other agreements with Archital have been paid in full.
- 9.2 Title to any specific designs, calculations, and any other documentation, unless otherwise agreed in writing by Archital, shall remain the property of Archital, and will not be given to, disclosed to or used by any third party without Archital's prior written consent.
- 9.3 Archital may recover goods in respect of which title has not passed to the Purchaser at any time and the

Purchaser hereby irrevocably permits Archital its officers, employees and agents to enter upon any premises of the Purchaser for the purpose of recovering said goods.

- 9.4 If the goods are combined by the Purchaser with other items or utilised in the production of other items Archital shall retain title to the goods if they remain capable of removal or separation. The Purchaser shall bear any associated costs of such removal or separation. If so required the Purchaser will return the goods in good condition to Archital and will meet any costs Archital and will indemnify Archital against any damage to the goods or associated recovery costs.
- 9.5 In the event of the Purchaser re-selling the goods to another bona fide business, the Purchaser has a duty to Archital to account for the proceeds, holding such proceeds in trust for Archital, but may retain thereon any excess of such proceeds over the amount outstanding under the Contract between them.

10 INTELLECTUAL PROPERTY

- 10.1 Archital shall own all intellectual property rights, including but not limited to patents, trademarks, designs, copyrights, whether registered or unregistered, and any other proprietary rights created or developed in connection with the services provided by Archital, shall remain the sole and exclusive property of Archital. Any transfer of intellectual property rights shall only be effective when agreed in writing and signed by both parties.

11 CONFIDENTIALITY

- 11.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information of or relating to the other party, except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's Confidential Information: (a) to its employees and officers on a need-to-know basis for the purposes of exercising its rights or carrying out its obligations under the Contract. Each party shall ensure that the employees and officers to whom it discloses the other party's confidential information comply with this clause 11; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Where such a requirement arises, the receiving party shall promptly inform the disclosing party of the requirement.
- 11.3 Each party undertakes to keep all Confidential Information of the other party secure and protected against theft, damage, loss or unauthorised access. Neither party shall use the other party's Confidential Information for any purpose other than to properly carry out its obligations under the Contract.

12 WARRANTIES

- 12.1 Archital represents and warrants that the services will be provided with the experience, diligence, due skill and care expected of an experienced and best practice company in the provision services and that during the applicable warranty period: (a) the goods will conform in all respects to the drawings, specifications, samples, and other descriptions and requirements agreed between Archital and the Purchaser; (b) the goods and services will comply with all applicable regulatory requirements and safety standards ; (c) the goods and services will be of a high standard and quality in accordance with the applicable quality standards and shall be free from defects in workmanship; (d) the goods will be suitable and fit for their intended purpose; and (e) the goods will be free from any substance or practice which is prohibited from use in the United Kingdom or European Union.
- 12.2 If the goods and or services do not comply with the requirements set out in this clause 12.1. & the below terms, 12.4 onwards, have been followed during the



warranty period, Archital shall indemnify the Purchaser against costs and expenses incurred to rectify such deficiencies. Before the Purchaser obtains alternative services and/or goods from an alternative company, the Purchaser shall give Archital the opportunity to reperform the services and/or rectify the goods.

- 12.3 The warranty period begins on the date of production completion and expires twelve (12) months thereafter, unless agreed otherwise in writing.
- 12.4 Warranties only apply to products where the below terms are met.
- 12.5 Products are supplied to Archital in nil finish, where the surface of the material on which the finish is applied is damaged, pitted, corroded, anodised, or otherwise coated prior to processing by Archital, regardless of whether Archital has agreed to strip or treat the metal before applying the finish, the product is excluded from warranties and any work is completed at the risk of the Purchaser.
- 12.6 Archital must be informed in writing of any defects in the finish within 7 days of a defect becoming evident & the affected area must be >5% of the coated product.
- 12.7 All products are to be installed in an appropriate location, free from exposure to aggressive emissions sources harmful to thermosetting powders, such as but not limited to; industrial emissions, acids, direct saltwater zones (within 600m of high tide lines), and continuous heat of above 70 °C, along with a suitable quality substrate material, free from electrolytical properties.
- 12.8 All products must be properly prepared prior to installation. This includes ensuring there are no exposed metal edges and that all mitres, cut edges, and filled holes are adequately sealed. All joints and potential water traps must also be sealed using an approved mastic.
- 12.9 Any repair, alteration, or remedial treatment to the coated finish must only be undertaken by Archital or its authorised representatives. This includes any additional forming post coating.
- 12.10 From the date of installation, the finished surface must be maintained by regular cleaning at intervals of a maximum of three months. Cleaning should be carried out using a mild solution applied with a soft cloth, sponge, or similar non-abrasive material. In areas subject to heavier contamination, more frequent cleaning will be required. Abrasive materials, solvents, acids, alkalis, or polishing compounds must not be used under any circumstances.
- 12.11 Material thickness 3mm or under may distort during curing, whilst Archital will look to minimise this, any work is completed at the customers risk.
- 12.12 Marine grade finishes shall be applied using Interpon Redox Plus Primer AD203G as the base primer, followed by the purchaser's selected top coat. All surfaces shall be coated to provide a uniform, fully encapsulated finish.

13 LIABILITY, INDEMNITY AND INSURANCE

- 13.1 Archital shall only be liable for direct and foreseeable loss. For the avoidance of doubt, Archital shall not be liable for unforeseen and indirect losses howsoever caused including but not limited to loss of revenue, profit, anticipated savings, opportunity, goodwill, reputation, losses arising from claims from any third party.
- 13.2 Without prejudice, both parties' total aggregate liability arising out of or in connection with the Contract whether for negligence or breach of Contract or otherwise shall not exceed the total sums paid by the Purchaser for the services and/or goods.
- 13.3 The Purchaser shall be liable in respect of any loss or damage caused to any of the documents supplied to it by Archital.
- 13.4 The Purchaser shall indemnify Archital against any direct, indirect, or economic loss (including loss of profits) incurred by Archital or its agents due to: (a) any breach of the Contract by the Purchaser; (b) any

infringement (or alleged infringement) of Archital's or third-party intellectual property rights; (c) any delay or failure to meet contractual obligations; (d) an Insolvency Event. This indemnity includes all costs, losses, and expenses incurred by Archital in the event of the Purchaser's insolvency or other such occurrences; (e) any cost increases arising from delays, defaults, or non-performance by the Purchaser, unless caused by Archital's negligence; (f) any claims made against Archital by customers, clients, business partners, or third parties to the extent such claims arise from, relate to, or are caused by the Purchaser.

- 13.5 Both parties will, at all times, during the continuance of an Order and thereafter carry adequate insurances in an amount not less than the UK Government legislative minimum for Public and employee liability. Archital may request to inspect the insurance policy and receipts at any reasonable time.
- 13.6 Nothing in the Contract shall in any way exclude or limit either party's liability for death or personal injury caused by negligence or fraudulent misrepresentation.

14 TERMINATION

- 14.1 Either party shall be entitled to terminate the Contract at any time by giving not less than 90 days written notice to the other, unless agreed otherwise in writing.
- 14.2 Either party has the right, without prejudice to any other right or remedy to which it may be entitled, to immediately terminate the Contract by written notice to the other party if the other party: (a) becomes insolvent, makes general assignment for the benefit of creditor, suffers or permits the appointment of a receiver for its business or assets, become subject to any proceedings under any bankruptcy or insolvency law whether, domestic or foreign or is wound-up or liquidated, voluntarily or otherwise; or (b) commits a material breach of any term of the Contract.
- 14.3 If the Purchaser fails to make any payment due under the Contract in accordance with the payment terms, Archital shall be entitled to terminate the Contract with immediate effect and/or suspend the services.
- 14.4 Any termination of the Contract (for whatever reason) shall not affect the coming into force or the continuance in force of any provision of these T&Cs.

15 FORCE MAJEURE

- 15.1 If either party is affected by Force Majeure it shall immediately notify the other party in writing of the matters constituting the Force Majeure and shall keep that party fully informed of their continuance and of any relevant change of circumstances whilst such Force Majeure continues.
- 15.2 Save as provided in clause 15.3, Force Majeure shall not entitle either party to terminate this Contract and neither party shall be in breach of this Contract, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure. The affected party shall take reasonable steps to mitigate the impact of the Force Majeure event.
- 15.3 If the Force Majeure continues for longer than one (1) month either party may at any time whilst such Force Majeure continues by written notice to the other immediately terminate the Contract.

16 NON-ASSIGNMENT

- 16.1 Neither party shall be entitled to assign or sub-contract its rights or obligations under the Contract in whole or in part without the written consent of the other and such consent not to be unreasonably withheld.
- 16.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract. Any person who is not a party to the Contract (including any employee, officer, agent, representative of either party) shall not have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of the Contract which expressly or by implication confers a benefit on that person without the express prior



agreement in writing of the parties which agreement must refer to this clause.

17 NON-SOLICITATION

- 17.1 The Purchaser undertakes with Archital that, during the term of the Contract and for the period of twelve (12) months after its termination, the Purchaser shall not without the prior written consent of Archital: (a) make any offer of employment or enter into any discussion or negotiation with a view to making any offer of employment to any person employed by Archital at any time during the term of the Contract and for a period of twelve (12) months after its termination and with whom it has had personal contact or dealing; or (b) solicit or attempt to solicit services from any employee on their own account or via a third party entice or attempt to entice any employee away from Archital; or (c) have business dealings with or attempt to have business dealings with any employee (other than pursuant to the Contract).
- 17.2 If the Purchaser breaches its undertaking given above, Archital shall be entitled to seek injunctive relief, damages, or any other remedies available at law or equity with costs of and associated with any such relief or remedy being paid for by the Purchaser.

18 NON-CIRCUMVENTION

- 18.1 The Purchaser agrees that, during the term of the Contract and for a period of twelve (12) months following expiry or termination or expiry, it shall not directly or indirectly solicit, engage, or Contract with any client, customer, supplier, or business partner of Archital with whom the Purchaser had contact, involvement, or became aware of in connection with the services provided under the Contract. The Purchaser further agrees not to take any intentional or reckless action which would circumvent or compete unfairly with Archital by securing business opportunities that arise from or relate to its engagement under the Contract.
- 18.2 In the event of a breach of this clause 18, Archital shall be entitled to seek injunctive relief, damages, or any other remedies available at law or equity with costs of and associated with any such relief or remedy being paid for by the Purchaser.

19 MODERN SLAVERY

- 19.1 The Purchaser undertakes, warrants, and represents that:
- (i) Neither the Purchaser nor any of its officers, employees, agents, subcontractors has: (a) committed an offence under the Modern Slavery Act 2015 (a "MSA Offence"); or (b) has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - (ii) It shall comply with the Modern Slavery Act 2015 and the modern slavery policy set out on Archital website;
 - (iii) The Purchaser will not (a) use forced labour, regardless of its form; (b) employ any person below the age of sixteen, unless it is part of a Government-approved job training, apprenticeship, or other programme that would be clearly beneficial to its participants; or (c) engage in physically abusive disciplinary practices;
 - (iv) It shall serve written notice on Archital immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents, or subcontractors, has breached or potentially breached any of Archital's obligations under this Clause. Such written notice shall set out full details of the circumstances concerning the breach or potential breach and information regarding how the Purchaser is addressing the matter. The Purchaser shall keep Archital informed throughout any investigations and of the outcome of the matter once concluded. The

Purchaser shall indemnify Archital against all claims brought against Archital by any third parties in relation to breach of the Purchaser's obligations under this clause.

20 GENERAL

- 20.1 If any provisions of these STCs is held by any court, tribunal, or administrative body of competent jurisdiction to be illegal, void, invalid or unenforceable in whole or in part, the provision shall be read as if the invalid provision had, to the extent of its invalidity, been deleted, and the validity of the other provisions of these T&Cs and the remainder of the provision in question shall not be affected by such deletion.
- 20.2 Failure or delay by either party in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract and will in no way affect the other terms of the Contract.

21 LAW & JURISDICTION

- 21.1 These T&Cs shall be construed in all respects in accordance with English law and all disputes or claims arising out of or relating to the Contract shall be subject to the exclusive jurisdiction of the English courts to which the parties irrevocably submit. Archital shall have the right to bring proceedings against the Purchaser in any jurisdiction in order to protect and enforce its rights under the Contract.

22 DISPUTE RESOLUTION

- 22.1 In the event of a dispute between the parties relating to the goods and or services under the Contract including payment terms and invoices, and all other matters, the party raising the matter in dispute will notify the other by written notice describing the nature of the dispute. Each party will then appoint one or more representatives to resolve the dispute. These representatives will promptly meet and negotiate in good faith to reach a fair and equitable settlement. At the end of thirty (30) days, if no settlement has been reached, either party may end discussions and declare an impasse.
- 22.2 If an impasse is declared under clause 22.1, the parties will participate in non-binding mediation by a third-party mediator in good faith. Mediation will be by a sole mediator and the language of the mediation will be English. The parties will promptly agree on the mediator and the cost of the mediator will be shared equally. The mediator has thirty (30) days from the date of appointment to help resolve the dispute. If the parties fail to agree on a mediator within twenty (20) days of an impasse being declared under clause 22.1 the parties will seek assistance from the organisation promulgating the applicable Mediation Rules.
- 22.3 If the dispute has not been resolved within sixty (60) days after the end of the mediation period specified in clause 12.2, litigation may be initiated by either party.

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