Sinclair & Rush
Global Manufacturer of Plastic, Rubber & Foam Components

Sinclair & Rush Ltd
11-13 Spectrum West,
20/20 Business Estate
St Lawrence Avenue
Maidstone ME16 0LL
01634 686504

Sinclair & Rush Supplier Information Pack – November 2026

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Sinclair & Rush Ltd
11-13 Spectrum West,
20/20 Business Estate
St Lawrence Avenue
Maidstone ME16 0LL
01634 686504

Manufacturer, Distributor & Stockist of Plastic, Rubber & Foam Components

www.sinclair-rush.co.uk

Co. Reg. 679110

England Vat No. GB203581884

EORI No. GB203 5818 84 000

Duns No. 216078360

Key Contacts

Managing Director	Mark Osborn	01622-620229	mosborn@sinclair-rush.co.uk
Sales Manager	Jim Terry	01634-662222	jterry@sinclair-rush.co.uk
HR Manager	Sharon Amos	01622-620216	samos@sinclair-rush.co.uk
CS Manager	Natalie Burrows	01634-662211	nburrows@sinclair-rush.co.uk
Engineering Manager	Shane Bone	01622-620225	sbone@sinclair-rush.co.uk
Financial Controller	Travis Willis	01634-662215	twillis@sinclair-rush.co.uk

Bank Details - Pounds Stirling Account

Details available upon request

Bank Details - Euro Account

Details available upon request

Certifications

ISO 9001:2015 Cert No.: GB95/5623 Approving Authority: SGS (Expiry 22 May 2027)

ISO 14001:2015 Cert No.: GB08/76374 Approving Authority: SGS (Expiry 17 December 2026)

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Certificate GB95/5623

The management system of

Sinclair and Rush Limited

Units 11-13 Spectrum West 20/20 Maidstone Business Estate St Laurence Avenue Allington
Maidstone Kent ME16 0LL United Kingdom

has been assessed and certified as meeting the requirements of

ISO 9001:2015

For the following activities
The manufacture and supply of plastic products. Manufacturing processes include Dip Moulding, Injection Moulding, Foam & Plastic Extrusion and Thermoforming.

This certificate is valid from 22 May 2024 until 22 May 2027 and remains valid subject to satisfactory surveillance audits.
Issue 16. Certified since 07 September 1995

Certified activities performed by additional sites are listed on subsequent pages.

Authorised by
Jonathan Hall
Global Head - Certification Services

SGS United Kingdom Ltd
Rossmore Business Park, Ellesmere Port, Cheshire, CH65 3EN, UK
t +44 (0)151 350-6666 - www.sgs.com

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Certificate GB95/5623, continued

Sinclair and Rush Limited

ISO 9001:2015

Issue 16

Sites

Sinclair and Rush Limited
Units 11-13 Spectrum West 20/20 Maidstone Business Estate St Laurence Avenue Allington Maidstone Kent ME16 0LL United Kingdom

Sinclair and Rush Limited
Unit 19 Laker Road Rochester ME1 3QX United Kingdom

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Est. 1950

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QUALITY POLICY STATEMENT

This Quality Policy Statement ensures that our core activities which include the manufacture and supply of plastic, rubber & foam products; and the manufacturing processes which are Dip Moulding, Injection Moulding, Foam & Plastic Extrusion and Thermoforming, are delivered profitably to customers' satisfaction.

This Policy undertakes:

- to supply and deliver goods in accordance with the contract agreed with the Customer and to operate a policy to deliver a top-quality product, on time, every time.
- to monitor and take action to continually improve Sinclair and Rush Ltd's effectiveness and performance by recording critical performance indicators and putting in place actions, to continually act in accordance with specifications.
- to comply with the international Quality Management System Standard ISO 9001:2015 and the approved procedures set out in the Integrated Management System Manual.
- to exercise sufficient control over all aspects of the Company's products ensuring that statutory and regulatory requirements are met and maintained.
- at all times to provide a suitable management structure, chains of responsibility, procedures and training to ensure that this policy and the associated objectives are achieved.
- to communicate this Quality Policy throughout the organisation and, to ensure that these requirements are understood and met.

Sinclair and Rush Ltd understands, that in order to achieve the above, quality objectives need to be set, communicated and measured.

Specific objectives for each year will be detailed in the Company's Management Review.

This Quality Policy shall be reviewed on an annual basis.



Mark Osborn
Managing Director
12th November 2026

Certificate GB08/76374

The management system of

Sinclair and Rush Limited

Units 11-13 Spectrum West 20/20 Maidstone Business Estate St Laurence Avenue Allington Maidstone Kent ME16 0LL United Kingdom

has been assessed and certified as meeting the requirements of

ISO 14001:2015

For the following activities

The manufacture and supply of plastic products. Manufacturing processes include Dip Moulding, Injection Moulding, Foam & Plastic Extrusion and Thermoforming.

This certificate is valid from 17 December 2023 until 17 December 2026 and remains valid subject to satisfactory surveillance audits.

Issue 11. Certified since 17 December 2008

Certified activities performed by additional sites are listed on subsequent pages.

Authorised by

Jonathan Hall

Global Head - Certification Services

SGS United Kingdom Ltd

Rossmore Business Park, Ellesmere Port, Cheshire, CH65 3EN, UK

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Sinclair and Rush Limited

ISO 14001:2015

Issue 11
Sites
Sinclair and Rush Limited Units 11-13 Spectrum West 20/20 Maidstone Business Estate St Laurence Avenue Allington Maidstone Kent ME16 0LL United Kingdom
Sinclair and Rush Limited Unit 19 Laker Road Rochester ME1 3QX United Kingdom

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ENVIRONMENTAL POLICY STATEMENT

Sinclair & Rush Ltd is a leading manufacturer and supplier of plastic products including dip & injection moulded foam & extruded polymer products and, also provides stock holding & distribution of plastic, rubber & foam components.

It recognises the need for sustainable development, including helping mitigate climate change; protecting biodiversity; and considering using sustainable resources, whilst it continually aims to improve its Environmental Management System; its environmental impacts & their effects; and its overall environmental performance, and to prevent pollution.

This documented Policy aims to:

- comply with the international Environmental Management System Standard ISO 14001:2015 and the approved procedures set out in the Integrated Management System Manual.
- identify & exercise control over all significant environmental aspects of the Company's products, services and activities, ensuring that statutory, regulatory, voluntary & other requirements are met and maintained.
- communicate this Environmental Policy throughout the organisation and to other interested stakeholders as well as ensuring that these requirements are understood and met.
- understand that and in order to achieve the above, environmental objectives & targets shall be set, communicated and measured. These objectives will be detailed in the Company's Objectives & Targets Procedure.

This Environmental Policy shall be reviewed on an annual basis.

Mark Osborn
Managing Director
12th November 2026

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HEALTH AND SAFETY POLICY STATEMENT

Sinclair & Rush Ltd recognises that it has responsibilities for the health and safety of our workforce whilst at work and others who could be affected by our work activities. We will assess the hazards and risks faced by our workforce in the course of their work and take action to control those risks to an acceptable, tolerable level.

Our managers and supervisors are made aware of their responsibilities and required to take all reasonable precautions to ensure the safety, health and welfare of our workforce and anyone else likely to be affected by the operation of our business.

This business intends meeting its legal obligations by providing and maintaining a safe and healthy working environment so far as is reasonably practicable.

This will be achieved by:

- providing leadership and adequate control of identified health and safety risks.
- consulting with our employees on matters affecting their health and safety.
- providing and maintaining safe plant and equipment.
- ensuring the safe handling and use of substances.
- providing information, instruction, training where necessary for our workforce, taking account of any who do not have English as a first language.
- ensuring that all workers are competent to do their work and giving them appropriate training.
- preventing accidents and cases of work-related ill health.
- actively managing and supervising health and safety at work.
- having access to competent advice.
- aiming for continuous improvement in our health and safety performance and management through regular (at least annual) review and revision of this policy.
- the provision of the resource required to make this policy and our health and safety arrangements effective.

We also recognise:

- our duty to co-operate and work with other employers when we work at premises or sites under their control to ensure the continued health and safety of all those at work.

- our duty to co-operate and work with other employers and their workers, when their workers come onto our remises or sites to do work for us, to ensure the health and safety of everyone at work.

To help achieve our objectives and ensure our employees recognise their duties under health and safety legislation whilst at work, we will also remind them of their duty to take reasonable care for themselves and for others who might be affected by their activities. These duties are explained on first employment at induction and also set out in an Employee Safety Handbook, given to each employee, which sets out their duties and includes our specific health and safety rules.

In support of this policy a responsibility chart and more detailed arrangements have been prepared.



Mark Osborn
Managing Director
12th November 2026

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EQUALITY & INCLUSION POLICY STATEMENT

1. We recognise that discrimination is unacceptable and although equality of opportunity has been a long-standing feature of our employment practices and procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.

2. The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religious belief, sex, marital status, sexual orientation, gender reassignment, age or disability.

3. We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.

4. The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

5. The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.

6. We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

RECRUITMENT AND SELECTION

1. The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

2. Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.

3. Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.

4. We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.

5. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.

6. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.

7. All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.

8. Short listing and interviewing will be carried out by more than one person where possible.

9. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

10. We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

11. Selection decisions will not be influenced by any perceived prejudices of other staff.

TRAINING AND PROMOTION

1. Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

2. All promotion will be in line with this policy.

MONITORING

1. We will maintain and review the employment records of all employees in order to monitor the progress of this policy.

2. Monitoring may involve:
    a) the collection and classification of information regarding the race in terms of ethnic/national origin and gender of all applicants and current employees;
    b) the examination by ethnic/national origin and gender of the distribution of employees and the success rate of the applicants; and
    c) recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

3. The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.



Mark Osborn
Managing Director
12th November 2026

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ETHICAL POLICY STATEMENT

Overview

The purpose of this Ethics Policy is to establish a code to create a culture of openness, trust and integrity in our business practices. Effective ethics is a team effort involving the participation and support of every Sinclair & Rush employee. All employees should familiarise themselves with this Policy Statement.

Sinclair & Rush is committed to protecting employees, partners, vendors, suppliers, contractors, visitors and the company as a whole, from illegal or damaging actions by individuals or organisations, either knowingly or unknowingly. When Sinclair & Rush address these issues proactively & effectively, it will help to set us apart from our competitors.

Sinclair & Rush will not tolerate any wrongdoing or impropriety at any time. Sinclair & Rush will take the appropriate measures and act quickly in correcting the issue if this ethical code is broken. Any infractions of this code of ethics will not be tolerated.

Purpose

Our purpose for authorising this publication on ethics, is to emphasize the employee's, suppliers and customer's expectation to be treated to fair business practices, whilst complying with the Human Rights Act 1998. This policy will serve to guide business behaviour to ensure ethical conduct.

Scope

This policy applies to employees, contractors, consultants, temporaries, and other workers at Sinclair & Rush, including all personnel affiliated with third parties.

Executive Commitment to Ethics
Senior Managers within Sinclair & Rush must set a prime example. In any business practice, honesty and integrity must be a top priority.

Managers must have an open-door policy and welcome suggestions and concerns from employees. This will allow employees to feel comfortable discussing any issues and will alert Sinclair & Rush to concerns within the work force.

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All employees must disclose any conflict of interests regarding their position within Sinclair & Rush.

Employee Commitment to Ethics

Sinclair & Rush employees will treat everyone fairly, have mutual respect, promote a team environment and avoid the intent and appearance of unethical or compromising practices.

Every employee needs to apply effort and intelligence in maintaining ethics value.

Employees will help Sinclair & Rush to increase customer and vendor satisfaction by providing quality products and timely response to enquiries.

Company Awareness

The promotion of ethical conduct shall be through company induction.

Sinclair & Rush will promote a trustworthy and honest atmosphere to reinforce the vision of ethics within the company.

Maintaining Ethical Practices

Sinclair & Rush will reinforce the importance of the integrity message and the tone will start at the top. Every employee, manager, & directors needs to consistently maintain an ethical stance and support ethical behaviour.

Employees at Sinclair & Rush should encourage open dialogue, get honest feedback and treat everyone fairly, with honesty, objectivity and respect.

Unethical Behaviour

Sinclair & Rush will avoid the intent and appearance of unethical or compromising practice in relationships, actions and communications.

Sinclair & Rush will not tolerate harassment or discrimination.

Unauthorized use of company trade secrets & marketing, operational, personnel, financial, source code, & technical information integral to the success of our company will not be tolerated.

Sinclair & Rush will not permit impropriety at any time and we will act ethically and responsibly in accordance with the law.

Sinclair & Rush employees will not use corporate assets for personal use or gain.

Examples of Unethical Practice

The following examples are not intended to be comprehensives, but simply act as examples of practices that Sinclair & Rush shall not tolerate:

- Degrading Treatment
- Employment of Forced and/or Child Labour
- Prohibition of Expression
- Restriction on Trade Union Membership
- Provision of Unsafe Working Practices

Enforcement

Any infractions of this code of ethics will not be tolerated and Sinclair & Rush will act quickly in correcting the issue if the ethical code is broken.

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.



Mark Osborn
Managing Director
12th November 2026

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EU RoHS 3 Declaration of Conformity

(Directives 2011/65/EU)
(Directives 2015/863/EU)
&
(The Restriction of Use of Certain Hazardous Substances in Electrical & Electronic Equipment Regulations 2012)

This declaration of conformity is issued under the sole responsibility of Sinclair & Rush Ltd which confirms that the parts manufactured in the UK, are in conformity with Directive 2011/65/EU of the European Parliament and the Council of 8th June 2011 on the Restriction of Use of Certain Hazardous Substances in Electrical & Electronic Equipment, and do not contain the following:

- Flame Retardants Polybrominated Biphenyl [PBB]
- Polybrominated Diphenyl Ether [PBDE]

This declaration of conformity is issued under the sole responsibility of Sinclair & Rush Ltd which confirms that the parts manufactured in the UK, are in conformity with Directive 2015/863/EU (RoHS3) of the European Parliament and the Council of 4th June 2015.
We also verify that the following phthalates are not used in either the formulation or the production processes. We verify the maximum concentration value of these substances is 1,000 ppm in homogenous material (0.1% weight per homogenous material):

- Bis (2-ethylhexyl) phthalate (DEHP): CAS # 117-81-7
- Butyl benzyl phthalate (BBP): CAS # 85-68-7
- Dibutyl phthalate (DBP): CAS # 84-74-2
- Diisobutyl phthalate (DIBP): CAS # 84-69-5

In addition, we also verify that the following heavy metals are not used in either the formulation or the production processes:

- Cadmium
- Mercury
- Lead
- Hexavalent Chromium

We further confirm that the company does not produce electrical or electronic equipment.



Mark Osborn
Managing Director
12th November 2026

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CONFLICT MINERALS POLICY AND DECLARATION STATEMENT

This declaration, confirms that the Scope of Sinclair & Rush Ltd is, that it does not manufacture Vinyl Dip Mouldings that use "Conflict Minerals" such as Columbite-tantalite (coltan); Cassiterite; Gold; Wolframite; or their derivatives; or any other mineral or its derivatives determined by the USA Secretary of State, which may directly or indirectly finance Conflict, or Benefit Armed Groups in the Democratic Republic of the Congo or an adjoining country.

We therefore confirm that:

- the following generic metals of Tin; Tantalum; Gold; Tungsten are not necessary or indeed included in the functionality or production of our company's products
- any substance we use for the functionality and/or production of our products do not originate from the Democratic Republic of the Congo or an Adjoining Country
- all substances used by Sinclair & Rush Ltd do not derive from a Recycler or a Scrap Dealer
- it is not necessary to receive from our Suppliers completed Conflict Minerals Reporting Templates, as no such Conflict Mineral is used in our production process nor our products
- we do not need to identify Smelters as there are no products that are used which are in our scope, indicated above
- we are not subject to the Security Exchange Commission Conflict Minerals Disclosure requirement

Therefore, we comply with the requirements as defined in the 2010 United States legislation, Dodd-Frank Wall Street Reform and Consumer Protection Act, Section 1502(e)(4) and subsequently do not need to report.

This Policy is regularly reviewed and is available upon request to interested Stakeholders. Records shall be retained for 3 years.



Mark Osborn
Managing Director
12th November 2026

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Registration, Evaluation, Authorisation and Restriction of Chemicals – REACH

As you may well be aware, Sinclair & Rush is currently fully compliant with the REACH regulations. As of the last update, there are some 253 Substances of Very High Concern (SVHC) on the EU Candidate List. We are pleased to confirm to you that we do not have any raw material ingredients in the components you purchase from us, that have been determined as hazardous for listing on the Candidate List in relation to REACH.

From our perspective, being REACH compliant is the priority and we will continue to watch the market with interest to see how raw material suppliers are influenced with the continuing legislation. Our aim is to take the necessary actions to remain REACH compliant both now and into the future.

Whilst writing, we have prepared the following statement that may help you to assure your customers and end users of the suitability of purchasing plastic products manufactured by Sinclair & Rush:

REACH COMPLIANCE STATEMENT

As a "Down Stream User" of Chemicals, we at Sinclair & Rush, has ensured that we are REACH Compliant, by:

1. Appointing our Raw Material Supervisor as our formal REACH Single Point of Contact.
2. Creating an Inventory of every Chemical (Substance) we use in the production of our various Plastic products etc.
3. Confirming the percentages of each Substance used in our Preparations (Mixes) to make our Articles (Finished Goods).
4. Calculating the Annual Tonnage of each Substance, especially for those which totals over one tonne per year.
5. Ensuring that our Suppliers (Raw Material Ingredients) have either Pre-Registered or Registered with the European Chemical Agency.
6. Obtaining from our Suppliers the REACH Registration Numbers for the Substances they supply us.
7. Establishing which Articles (Finished Goods) we produce here in the UK and which Articles we buy in from either the USA or China, and what proportions of each they represent.

8. Retaining Material Safety Data Sheets for each Substance from our Raw Material Suppliers.

9. Providing information to our Customers upon request, any details of Substances that appear on the Candidate List and their proportions used in our Preparations.

10. Researching the market to consider alternative Substances if they appear on the Candidate List of Substances of Very High Concern.

We therefore confirm that we have discharged our regulatory duty to comply with the REACH (Registration, Evaluation, Authorisation and Restriction of Chemicals) Regulations 1907/2006 (as amended) as a Down Stream User of Chemicals.



Mark Osborn
Managing Director
11th February 2026

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ZERO DEFECTS POLICY STATEMENT

About Dip Moulding

Dip moulding production methods were originally based on the practice of candle making techniques. This basic process for all intents and purposes is still in use today, by all dip moulding manufacturers around the world.

Basically, dip moulding is a very simple and low-tech process, whereby a heated metal mandrel is immersed in a tank of molten polymer (plastisol) and then cooled to create the desired sized plastic moulding, normally used to protect a product that it is moulded for.

And because of this technology and manufacturing processes, (which they are well known and documented in the marketplace), by utilizing dip moulding production methods that characteristically have limitations in their technology, they inherently introduce production tolerances that may not always be systematically repeatable.

Typically, this might mean as one example, precision control in wall thicknesses can be challenging for all global manufacturing organisations.

Responding to defects

At Sinclair & Rush Ltd, we aim to respond to product defects as promptly as possible, to ensure our customers continue to be fully satisfied with our service provision.

We have a fully certificated quality management system registered by SGS United Kingdom Ltd against the exacting requirements of the international standard, ISO 9001.

Our non-conformance & corrective/preventive action procedure helps to ensure that our staff are fully aware of their responsibilities in terms of resolving defects punctually.

In addition, our vision is one based on continual improvement and to deliver a top-quality product, on time, every time.

Policy Statement

It is our policy to produce caps, plugs & mouldings which are based on dip moulding production methods that are of merchantable quality.

Due to the restrictions within the available technologies involved, we are unable commit to PPM (Parts per Million) targets, however we do commit to our customers we that will always strive for ongoing and improved quality assurance levels.



Mark Osborn
Managing Director
12th November 2026

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Plastic Packaging Tax Registration



UK Internal Market Scheme Authorisation

Your authorisation number is:

XIUKIM2035818840002024112123611

and is effective from 12/11/2024.

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CREDIT ACCOUNT APPLICATION FORM

{We would like to open an account with Sinclair & Rush Ltd}

CO. REGISTRATION NO: _____ Date Established: _____

COMPANY NAME: _____

TRADING NAME, if applicable: _____

ADDRESS, incl. Post code & country: _____

_____

_____

VAT/TVA Number: _____ Annual Turnover: _____

TELEPHONE: _____ FAX: _____

PERSON RESPONSIBLE FOR PAYING THE SINCLAIR & RUSH INVOICES:

Name (please print): _____

Email address: _____

Signature: _____ Date: _____

Customer Estimated Annual Spend £……
(minimum annual spend for credit terms is £2000/€2000)

WE DO REQUIRE MONTHLY STATEMENTS	***WE DO NOT REQUIRE MONTHLY STATEMENTS***

(delete as required)

*Please note if required, we will phone you for additional information – **FOR S&R USE ONLY***

SALES EXECUTIVE: _____ *DATE:* _____

DIVISION: _____ *ENQ SOURCE:* _____

ACCT NO: _____ *LIMIT:* _____ *TERMS:* _____

Date Submitted: _____ *APPROVED:* _____ *Date:* _____

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SINCLAIR & RUSH LIMITED CONDITIONS OF SALE

The customer's attention is drawn in particular to the provisions of clause 8.

1. Interpretation

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 17.3.

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

Customer: the person or firm who purchases the Goods from the Supplier.

Delivery Location: has the meaning given in clause 5.2.

Force Majeure Event: an event, circumstance or cause beyond a party's reasonable control.

Goods: the goods (or any part of them) set out in the Order.

Notification Period: means:

a) in respect of non-receipt of the Goods or damage to the Goods in transit, within 30 days of the Customer's actual receipt of the Goods; and/ or

b) in respect of any defect in the Goods, within 6 months of the Customer's actual receipt of the Goods.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation, as the case may be.

Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

Supplier: Sinclair and Rush Limited (registered in England and Wales with company number 00679110).

Warranty Period: means:

a) 3 months from the date of delivery in respect of self-adhesive Goods; and

b) 12 months from the date of delivery in respect of all other Goods.

1.2 Interpretation:

(a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its successors and permitted assigns.

(c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

(d) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to **writing** or **written** excludes fax but not email.

2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate, and provided to the Supplier within a reasonable time frame to enable the Supplier to perform the Contract in accordance with its terms.

2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order ('Order Acknowledgment'), at which point the Contract shall come into existence.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue.

3. Goods

3.1 The Goods are described in the Supplier's catalogue as modified by any applicable Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

3.4 In the event the Customer requires full traceability of the Goods throughout the production process, the Customer shall confirm the same in writing to the Supplier prior to manufacture. An additional surcharge may be applied to cater for this requirement at the discretion of the Supplier.

4. Price and payment

4.1 The price of the Goods shall be the price set out in the Order Acknowledgment, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.

4.2 The Supplier may, by giving notice to the Customer, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification;

(c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions; or

(d) any request by the Customer for full traceability throughout the productions process, provided at the sole discretion of the Supplier in accordance with 3.1.

4.3 The price of the Goods:

(a) excludes amounts in respect of value added tax (**VAT**) and any other applicable tax or duty, which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and

(b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

4.4 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.

4.5 The Customer shall pay each invoice submitted by the Supplier:

(a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Supplier and confirmed in writing to the Customer; and

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and

time for payment shall be of the essence of the Contract.

4.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 4.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

4.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. Delivery

5.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a Packing List that shows the date of the Order, the order number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and a certificate of conformity and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

5.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.

5.3 In the event the Supplier at their sole discretion agrees in writing the Customer shall collect the Goods from the Supplier's premises or such other location as may be advised by the Supplier prior to delivery (**Delivery Location**), the Customer shall collect within one week of the Supplier notifying the Customer that the Goods are ready.

5.4 Delivery is completed on the completion of unloading of the Goods at the Delivery Location (or in the event the Customer is collecting the Goods in accordance with 5.3, Delivery is completed on the completion of loading of the Goods at the Delivery Location).

5.5 Any dates quoted for delivery are approximate only, and the time of delivery is not 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.

5.6 The Supplier may deliver the Goods prior to the delivery date upon giving reasonable notice to the Customer.

5.7 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure 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.

5.8 If the Customer fails to take delivery of the Goods within one week of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

(a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and

(b) the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

5.9 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

5.10 If the Supplier delivers up to and including 10% more or less than the quantity of Goods ordered the Customer may not reject them and the Supplier shall make a pro rata adjustment to the invoice for the Goods. The Customer shall take delivery of the Goods and pay for the actual quantity of Goods delivered in accordance with clause 4.5.

5.11 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

6. Quality

6.1 The Supplier warrants that, on delivery, and for the duration of the Warranty Period for the applicable Goods, the Goods shall:

(a) conform in all material respects with the Specification; and

(b) be free from material defects in design, material and workmanship; and

(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

6.2 Subject to clause 6.3, if:

(a) the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1;

(b) the Supplier is given a reasonable opportunity of examining such Goods; and

(c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

6.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 if:

(a) the Customer makes any further use of such Goods after giving notice in accordance with clause 6.2;

(b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;

(c) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;

(d) the Customer alters or repairs such Goods without the written consent of the Supplier;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

(f) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

6.4 The Customer shall notify the Supplier in writing of non-receipt of the Goods, or damage to the Goods in transit, or any defect in the Goods within the applicable Notification Period in respect of those Goods, failing which the Supplier shall be under no liability whatsoever to the Customer, who shall nevertheless hold the Supplier harmless and indemnify the Supplier against any loss arising or damage suffered through failure to inform carriers or insurers of any such damage within the required time limits. Any such notice must specify the particular defect or alleged damage and must afford the Supplier reasonable opportunity to inspect the Goods in question. If the Goods are agreed by the Supplier to be damaged, defective or faulty, the Supplier will (at its sole discretion) either rectify the damage, defect or fault, replace any such Goods or credit the invoice value of the Goods and such rectification, replacement or credit will be in full satisfaction of any claim by the Customer. Batches with 2% or less rejects are not returnable and shall be accepted by the Customer. The Customer shall not be entitled to reject any Goods supplied by the Supplier:

(a) by reason only of a slight variation in colour shade between one batch and another;

(b) if the Goods are defective solely by reason of faulty components having been supplied by the Customer or a third party nominated by the Customer; or

(c) if the Goods are defective solely by reason of faulty design for which the Customer was responsible nor shall the Supplier be under any liability in respect or any such variation or defect.

6.5 Any preliminary samples or colour samples supplied by the Supplier shall be accepted by the Customer as supplied solely for information purposes. The supplying of such samples by the Supplier shall not give rise to any express or implied conditions or warranties as to the quality, description, colour, fitness for purpose or merchantability of the Goods subsequently delivered by the Supplier.

6.6 Any Goods sold as sub-standard or surplus stock shall be accepted by the Customer in their actual state and condition and neither the obligation accepted by the Supplier in this Clause 6 nor any other condition or warranty expressed or implied, whether statutory or otherwise, will apply thereto.

6.7 For the purposes of s35 (1) and (2) of the Sale of Goods Act as amended the Customer agrees that it is reasonable to examine all Goods purchased within 3 months of delivery or collection and shall be deemed to have done so and unless it notifies the

Supplier in writing otherwise by the end of the working day following such delivery or collection shall by its silence to have intimated to the Supplier that it has accepted Goods purchased.

6.8 Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.

6.9 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

6.10 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

7. Title and risk

7.1 The risk in the Goods shall pass to the Customer on completion of delivery.

7.2 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 respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

(b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 7.4.

7.3 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 9.1(b) to clause 9.1(d); and

(e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:

(i) the Goods; and

(ii) the ongoing financial position of the Customer.

7.4 Subject to clause 7.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

7.5 At any time before title to the Goods passes to the Customer, the Supplier may:

(a) by notice in writing, terminate the Customer's right under clause 7.4 to resell the Goods or use them in the ordinary course of its business; and

(b) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. Limitation of liability

8.1 The Supplier has obtained insurance cover in respect of certain aspect of its own legal liability for individual claims not exceeding £5,000,000.00 per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.

8.2 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

(d) defective products under the Consumer Protection Act 1987.

8.4 Subject to clause 8.3, the Supplier's total liability to the Customer shall not exceed the Order price.

8.5 Subject to clause 8.3, the following types of loss are wholly excluded:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and

(g) indirect or consequential loss.

8.6 This clause 8 shall survive termination of the Contract.

9. Termination

9.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing to do so;

(b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

9.2 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 in clause 9.1(b) to clause 9.1(d), 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.

9.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

9.4 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 and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.

9.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

9.7 The Contract may be terminated by the Customer:

(a) with the prior written approval of the Supplier, acting at their sole discretion; and

(b) provided the Customer has agreed in writing to indemnify the Supplier against all losses (including loss of profits), costs (including the costs of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such termination.

10. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 2 months, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

11. Dies and Tools

11.1 Dies and tools will be invoiced at part cost only at the sole discretion of the Supplier and payment thereof will be due as follows:

(a) One third with Order;

(b) One third on the completion of manufacture; and

(c) One third on approval of samples, prior to production quantities.

Payment in respect thereof shall be due and payable in accordance with clause 4.5.

11.2 Dies and Tools will be designed as component parts of the Supplier's plant to comply with its particular methods of production and they shall not normally be removed from its works and shall remain the property of the Supplier at all times. Dies and tools will be stored and maintained throughout their normal useful life at the Supplier's expense. All reasonable care will be taken in maintenance but the Supplier does not undertake to replace worn out dies or tools. In the event of the Customer ordering less of the Goods than the quantity specified in the Supplier's quotation, or failing to take delivery of such full quantity within the period stated on the quotation, the Supplier shall be entitled to charge to the Customer the whole or a proportionate part as may be appropriate of the cost of making the die or tool, taking into account the part cost stated in the quotation.

12. Development Charge

12.1 In cases where a tooling charge is not appropriate, a charge may be made, at the sole discretion of the Supplier, for development work carried out by the Supplier. Development charges will be invoiced, and payment thereof will be due as follows:

(a) One third with order

(b) One third on completion of development

(c) One third on approval of samples, prior to production quantities.

Payment in respect thereof shall be due and payable in accordance with clause 4.5.

12.2 Any tooling, machinery, material and equipment developed by the Supplier, in carrying out such development work, remains the sole property of the Supplier, and neither the issue by the Supplier of any invoice in respect of development charges, nor the payment thereof by the Customer shall be deemed to effect or to be evidence of a sale of such tooling, machinery, material or equipment. In the event of the Customer ordering less of the Goods than the quantity specified in the Supplier's quotations or failing to take delivery of such full quantity within the period stated on the quotation, the Supplier shall, at their sole discretion, be entitled to charge to the Customer the whole or a proportionate part of the cost of development work, taking into account the development cost stated in the quotation.

13. Custom Made Goods

If the Customer orders specialised, non-stock sizes or colours, or custom-made Goods from the Supplier, then the Customer will be provided with final samples of the Goods and an Initial Sample Inspection Report ("ISIR"). Upon the Customer's inspection of such final samples and submission to the Supplier of a signed ISIR, the Supplier will proceed to manufacture and deliver such Goods to the Customer. If the Customer thereafter fails to take delivery or provide payment for such specialised, non-stock sizes or colours, or custom made Goods for any reason whatsoever, the Supplier shall, without prejudice to any other right or remedy available to the Supplier, be entitled upon demand to receive full payment of the contract price for the Goods since both the Supplier and the Customer agree that they are not saleable to third parties.

14. Product Literature

14.1 The Supplier hereby gives notice to the Customer that the Supplier has available information and product literature concerning the conditions necessary to ensure that the Goods supplied hereunder will be safe and without risks to health when properly used. It remains the responsibility of the Customer to ensure the Goods are properly used. If the Customer is not already in possession of such literature or requires any information in connection with the safe use of the Goods at work, the Customer should immediately contact the Supplier.

15. Export Terms

15.1 In these conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these conditions, the provisions of these Conditions shall prevail.

15.2 Where the Goods are supplied for export from the United Kingdom or the United States, the provisions of this Clause 15 shall apply (subject to any special terms agreed in writing between the Customer and the Supplier) notwithstanding any other provisions of these Conditions.

15.3 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon.

15.4 For the purposes of Section 32(2) of the Sale of Goods Act 1979 the Customer hereby authorises the Supplier to contract with such carrier or carriers as it may decide at its absolute discretion and without liability thereto

15.5 Unless otherwise agreed in writing between the Customer and the Supplier, the Goods shall be delivered FOB the air or sea port of shipment, and the Supplier shall be under no obligation to give notice under Section 32(3) of the Sale of Goods Act 1979.

15.6 Prior to any shipment or delivery of the Goods, the Customer shall arrange for testing and inspection of the Goods. The Supplier shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is discovered after shipment or in respect of any damage during transit.

15.7 The Customer undertakes not to offer the goods for resale in any country notified by the Customer to the Supplier at or before the time the Customer's Order is accepted by the Supplier or to sell the Goods to any person if the Customer knows or has reason to believe such person intends to resell the Goods in any such country.

16. REACH Regulation

16.1 All products manufactured by the Supplier in the United Kingdom derive from substances and/or preparations from suppliers that have pre-registered and/or fully registered with the European Chemical Agency.

16.2 The Supplier has appointed a REACH Coordinator as required by European Directive 1907/2006. For contact details please call +44 (0) 1622 693 200

16.3 This is to confirm that for any substance which appears on the Candidate List of Substances of Very High Concern, the Supplier will seek alternatives where available. Quotations for any affected product can be arranged upon request.

16.4 Unless otherwise stated, currently Dip Mouldings produced by the Supplier contain Bis (2-methoxyethyl) phthalate CAS Number 117-82-8, which may cause harm to the unborn child with possible risk of impaired fertility.

16.5 Customers are reminded that components containing phthalates are not to be incorporated into either Toys or Childcare Products destined for any European State.

16.6 Any Supplier product which contains the raw material described in section D above, that are then to be incorporated into a Medical Device, shall be identified by the Customer by applying the Medical Device Symbol for DEHP. It is recommended that you obtain advice from your Microbiologist before these materials are specified and subsequently used, to ensure an adequate risk assessment has been carried out to mitigate any hazards identified.

16.7 Please note that the Supplier in the UK does not manufacture PVC Products that are designed to come in contact with Food Stuffs.

17. General

17.1 Assignment and other dealings.

(a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, 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.

17.2 Entire agreement.

(a) The Contract constitutes the entire agreement between the parties.

(b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party

agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

17.3 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.4 **Waiver.**

(a) Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 17.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.6 **Notices.**

(a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.7 **Third party rights.**

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.8 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

17.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

To Whom It May Concern

5th November 2026

As Insurance Brokers to the under noted insured, I can confirm that cover has been placed in accordance with the details shown hereunder:

Client Details

Name:	Sinclair & Rush Limited
Address:	11-13 Spectrum West, St Lawrence Avenue, Allington, Maidstone, Kent, ME16 0LL
Business Description:	Manufacturer and Distributor of plastic and rubber components

Employers' Liability

Policyholder:	Sinclair & Rush Limited
Insurer:	Aviva Insurance Limited
Policy Number:	100768724CCI
Cover Period:	1st November 2026 to 31st October 2027
Indemnity Limit:	£10,000,000 any one claim
Indemnity to Principals Extension:	Yes

Public Liability

Policyholder:	Sinclair & Rush Limited
Insurer:	Aviva Insurance Limited
Policy Number:	100768724CCI
Cover Period:	1st November 2026 to 31st October 2027
Indemnity Limit:	£5,000,000 any one claim
Indemnity to Principals Extension:	Yes

Products Liability

Policyholder:	Sinclair & Rush Limited
Insurer:	Aviva Insurance Limited
Policy Number:	100768724CCI
Cover Period:	1st November 2026 to 31st October 2027
Indemnity Limit:	£5,000,000 any one claim and in the aggregate

Subject to the Insurers' policy terms, conditions, warranties and exclusions.

Please Note:
The above information is correct at the time of writing and is provided to you as a matter of information only. It has not been prepared for, and may not meet the requirements of, any other party. Any third party to whom it is supplied should therefore take such steps as it considers necessary to satisfy itself that its own requirements have been met. This letter

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does not make the person or organisation to whom it has been issued an additional Insured, nor does it modify in any manner the Contract of Insurance between the Insured and the Underwriters and the policy cover is of course subject to the Terms and Conditions. There is no obligation on the signatory to advise of any changes to the cover provided.

Should you have any queries or require any additional information, please do not hesitate to contact me.

Yours faithfully,



Steve Harris Cert CII
Senior Account Handler
Howden UK Brokers Limited
Tel: 01732 386797
Email: steve.harris@howdeninsurance.co.uk

PENINSULA

Success starts here

Issued 18/02/20
CAN: SIN09
To Daniel Purton
Sinclair & Rush Ltd
Unit 11-13
Spectrum West
20/20 Maidstone Bus Estate
Maidstone
Kent
ME16 0LL

I write to advise you that Sinclair & Rush Ltd has entered an agreement with Peninsula to advise them on all aspects of health and safety at work. This will provide them with a written Health and Safety Policy together with written procedures and arrangements for the management, monitoring and control of risks. The business is supported by access to a 24 Hour Advice Service, an on-line health and safety system and an Insurance against legal action by Enforcement Authorities. The agreement started on 09/05/2016 – 09/05/2020
We have, therefore, prepared this summary of the Health and Safety Services & Support provided to Sinclair & Rush Ltd by Peninsula to give you assurance that health and safety management is being adequately monitored and controlled.

Health and Safety Policy

The policy has three main sections:

General Policy Statement

The General Statement is a declaration of the organisation's intention to provide and maintain safe and healthy working conditions, equipment and systems of work for all employees. There is also recognition by the organisation of its responsibility for the health and safety of people, other than employees, who may be affected by its activities.

Organisation and Responsibilities

This section describes and details the health and safety responsibilities and monitoring duties of individual managers and supervisors within the organisation. It provides a system of documented audits to demonstrate that the managers and supervisors are properly implementing the organisation's procedures.

Safety Arrangements

This section of the Policy, establishes the procedures and arrangements for controlling and monitoring risks, and includes:

- Accident and Incident Reporting
- Hazard Reporting
- Accident Investigation
- Fire and Emergency Arrangements
- Risk Assessments
- Occupational Health
- Welfare and Working Environment
- Electrical Safety
- Purchasing

Directors: P.E Done, N. Babington, D. Chadwick, R. Corlett, G. Ford, A. Price, B. Stern-Gillete, P. Swift, D. Upfold. Registered Office: The Peninsula, Victoria Place, Manchester, M4 4FB. Registered in England and Wales No: 1702759. Peninsula Business Services Limited is authorised and regulated by the Financial Conduct Authority for the sale of non-investment insurance contracts. (Ref No: 468574).

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bsi. ISO 9001 Quality Management FS543954 OHSAS 18001 Occupational Health and Safety Management OHS559402 ISO/IEC 27001 Information Security Management IS559052

- Equipment Use & training
- First Aid
- Consultation

This section also includes other specific arrangements appropriate to the business.

The Policy and Procedures Documentation also includes arrangements to allow the organisation to carry out the practical safety management tasks including:

- General Risk Assessments
- Fire Risk Assessments
- Display Screen Equipment Assessments
- Manual Handling Assessments
- New and Expectant Mothers Assessments
- Young Persons Assessments
- Control of Substances Hazardous to Health Assessments

Compliance Evaluation

Business Safety Consultants will periodically visit the business's premises to evaluate and review their health and safety management system. The review of their health and safety documentation will identify its suitability, effectiveness and use; the site evaluation will identify any shortfalls in compliance and in management standards. Discussion of the outcomes at the end of the visit will lead to an agreed Action Plan. The Action Plan contains items and actions pertinent to the improvement of health and safety management.

Training

Business Safety Consultants provide initial training and instruction to nominated managers and other designated employees on:

- Relevant health and safety law and its implications for the business.
- The health and safety responsibilities of line managers and monitoring controls.
- The implementation and use of the safety management documentation system.
- Risk management and implementation of an effective risk assessment system.
- Additional training on these and some other topics can be provided at cost.

24 Hour Advice

Our clients have immediate access to business safety advice through Peninsula Business Services 24 Hour Telephone Advice Service. The 24 Hour Advice Service is able to provide up-to-date, pragmatic advice on health and safety issues.

If you have any further queries please do not hesitate to contact us on 0844 892 2772.

Yours faithfully

Ben Walton