

AQUILAR Ltd STANDARD TERMS AND CONDITIONS OF SALE

1. Definitions

In these Conditions of Supply ('Conditions') all references to (a) 'the Company' are to Aquilar Limited, (b) 'the Customer' are to the person, firm or company to whom goods or services are to be provided in response to an order given to and accepted by the Company (c) 'goods' are to the goods which are the subject of the order (d) a 'Quotation' are to an estimate of the costs of goods or services provided in response to a Customer's enquiry, (e) 'services' are to the services which are the subject of the order, (f) 'supply' are to the supply of such goods and/or services, and (g) 'contract' are to the contract between the parties for the supply of goods and/or services.

2. Entire Agreement

(a) All contracts for supply shall be deemed to incorporate these Conditions which represent the complete agreement of the Company and Customer with regard to the supply, except as otherwise specifically agreed in writing by the Company.

(b) These Conditions shall apply to the exclusion of any terms and conditions stipulated, incorporated, or referred to by the Customer in any order, correspondence, negotiations or any other way, or which are implied by law, trade custom, practice or course of dealing, and 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.

(c) Catalogues, price lists, advertisements and other published information are only indications of the type of goods and services available and shall not form part of the contract or any other contract with the Customer, or be considered a collateral warranty or a representation inducing the same.

3. Acceptance

(a) The Company's catalogues, price lists and Quotations do not constitute offers made by the Company.

(b) A Customer's order constitutes an offer to purchase goods or services in accordance with these Conditions, and no order is binding on the Company until accepted by the Company's written order acknowledgment.

(c) Accepted orders are not subject to cancellation before delivery except upon (i) the written approval of the Company and (ii) the payment of a fair and equitable charge to the Company based upon the actual cost incurred by the Company in respect of the order to the date cancellation is received and approved. The return of goods following delivery is dealt with in Condition 12.

4. Specifications etc.

(a) Where the Company sells goods or performs services which are not to its standard specification, the Company relies upon the Customer supplying all necessary relevant and accurate particulars and information in preparing and submitting a specification and/or written acceptance of the Customer's order. Any errors or omissions contained in such particulars and information supplied at any time resulting in any loss or damage to the Customer shall be the Customer's sole responsibility.

(b) To the extent that the goods are to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify the Company 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 costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the use of such specification.

(c) Any drawings, illustrations, specifications or other material submitted by the Company to the Customer, together with any intellectual property rights embodied in them, remain the property of the Company and must not be communicated to a third party without the written permission of the Company. The Customer shall be permitted to use any intellectual property rights comprised in such materials solely for the purpose of and to the extent necessary to receive the benefit of the supply and the Customer may not sub-license, assign or otherwise transfer these rights. This material also comprises confidential and proprietary information of the Company and a Customer has no right to disclose any information contained therein to a third party without the written consent of the Company.

(d) The Company reserves the right to amend any specification if required by any applicable statutory or regulatory requirement. The Company shall notify the Customer in such event.

5. Prices

Prices exclude Value Added Tax which will be charged at the rate ruling at the tax point. Prices are subject to alteration without notice and will be invoiced at those ruling at the date of despatch of goods.

6. Customs Duties and Taxes

All import and/or export or other duties and all other taxes, tariffs and surcharges of any nature whatsoever now or hereafter levied or imposed in any country or territory either directly or indirectly in respect of the supply shall be borne by the Customer and, except as stated in the Quotation, are additional to the prices therein stated.

7. Exchange Fluctuations

The selling price of imported goods is based on exchange rates in effect at the date of the Quotation and may, without prejudice to the provisions of Condition 5 above, at the Company's discretion, be increased to compensate for currency fluctuations.

8. Payment Terms

(a) Except as otherwise specified in writing by the Company or this Condition 8, payment for the supply shall be due in full in pounds sterling within thirty days nett monthly from the issue of the Company's invoice.

(b) All amounts due to the Company 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).

(c) The Company reserves the right to suspend further deliveries or performance and/or to cancel allowance of further credit in the event of any payment not being made when due or if the Company at its discretion at any time considers the financial circumstances of the Customer have ceased to justify the terms allowed. The Customer's own inspection arrangements or any other internal procedures of the

Customer or other third parties shall not justify delay in payment. Without limiting the foregoing, timely payment of the Company's invoices shall be of the essence of the parties' contract.

(d) If the Customer disputes any amount due under an invoice, it must notify the Company in writing within 14 days of receipt of the relevant invoice, providing sufficient detail of the basis of the dispute. Where a supply is made in instalments, payment for one instalment is not to be withheld by reason of any dispute over any other instalment.

(e) Interest shall be payable at the discretion of the Company on all overdue sums at the rate of interest for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 of 8 per cent per annum over the official dealing rate in force on the 30th June (in respect of interest which starts to run between 1st July and 31st December) or the 31st December (in respect of interest which starts to run between 1st January and 30th June) immediately before the day on which statutory interest starts to run. The Customer must pay, by the relevant due date(s), all amounts which are not validly disputed or where a dispute has not been advised as set out in Condition 8(c).

9. Delivery

(a) Unless otherwise expressly provided in writing in the Quotation, all sales are ex works Horsham England and delivery of the goods to the carrier or notification to the Customer that goods are ready for collection (as applicable) shall constitute delivery thereof to the Customer, and thereafter such goods shall be at the Customer's risk.

(b) Any claim for shortage or damage occurring after such delivery or for transportation overcharges should be notified to the Company in writing within 72 hours. Any period or date for delivery or for the performance of services stated in the contract for supply or elsewhere is the Company's best estimate when stated but shall not form a term or condition of the parties' contract.

(c) If the Company 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 Company 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 Company with adequate delivery instructions or any other instructions that are relevant to the supply of the goods.

(d) If the Customer fails to collect the goods within ten days of the Company notifying the Customer that the goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to comply with its contractual obligations, the Company shall store the goods until collected and may charge the Customer for all related costs and expenses (including insurance).

(e) Without limitation of the Company's rights under Condition 9(d), if the Customer fails to collect the goods within twenty business days of the Company notifying the Customer that the goods are ready, the Company may resell or otherwise dispose of part or all of the goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the goods.

10. Invoicing

(a) The Company may invoice the Customer in respect of the supply of goods at the earlier of the following dates: the date the goods are shipped or the date the goods are ready for shipment if they are held at the Company's premises by instructions of the Customer or for lack of shipping instructions from the Customer.

(b) The Company may invoice the Customer for the supply of services at the earlier of the following dates: the date of the commencement of performance thereof or the date indicated in the Quotation if performance is delayed by the instructions of the Customer or by some other reason beyond the control of the Company.

11. Passing of Property

(a) The risk in the goods shall pass to the Customer on completion of delivery.

(b) Title to the goods shall not pass to the Customer until the earlier of: (i) the Company receives payment in full (in cash or cleared funds) for the goods; and (ii) the resale of the goods by the Customer, in which case title to the goods shall pass to the Customer at the time specified in this Condition 11.

(c) Until title to the goods has passed to the Customer, the Customer shall: (i) store the goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property; (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the goods; (iii) maintain the goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery; (iv) notify the Company immediately if it becomes subject to any of the events listed in Condition 19 (ii) – (iv); and (v) give the Company such information as the Company may reasonably require from time to time relating to the goods and to the ongoing financial position of the Customer.

(d) Subject to Condition 11(e), the Customer may resell or use the goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the goods. However, if the Customer resells the goods before that time, (i) it does so as principal and not as the Company's agent; and (ii) title to the goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs.

(e) At any time before title to the goods passes to the Customer, the Company may, by notice in writing, terminate the Customer's right under Condition 11(d) to resell the goods or use them in the ordinary course of its business, and may 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.

(f) If prior to the passing of property therein the Customer shall process the goods or mix them with other goods, ownership of the processed or mixed goods shall forthwith vest in the Company and shall remain so vested until such time as the purchase price is received in full by the Company. Conditions 11(c) to (e) shall apply to such goods.

12. Cancellation & Return

Goods which have been delivered may only be returned at the Customer's cost and with the Company's written consent, subject to charges for recovery of costs. Where the Company exercises its discretion to permit a return, carriage-paid return of undamaged current standard goods is normally subject to a restocking charge of 20%. No credit will be given for returned goods which are obsolete or non-standard. The

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Company reserves the right to dispose of such goods within four weeks from the date of receipt at its premises.

13. Liability

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

- (a) The restrictions on liability in this Condition 13 apply to every liability arising under or in connection with the parties' contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- (b) Neither party may benefit from the limitations and exclusions set out in this Condition in respect of any liability arising from its deliberate default.
- (c) Nothing in the Contract limits any liability which cannot legally be limited, including liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and (iv) defective products under the Consumer Protection Act 1987.
- (d) Subject to Condition 13(c), the Supplier's total liability to the Customer shall not exceed the amount received by the Company in respect of the supply, and the following types of loss are wholly excluded: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; and (vii) indirect or consequential loss.
- (e) The Company has given commitments as to compliance of the supply with relevant specifications in Condition 14. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the parties' contract.
- (f) This Condition 13 shall survive termination of the parties' contract.

14. Warranty

Warranty on goods

- (a) The Company warrants that all goods supplied shall materially conform to their specifications as published by the Company and shall be free from any material defects in material and workmanship for a period of five years ('warranty period') from delivery in accordance with Condition 9.
- (b) During the warranty period, the Company will, at its discretion, either repair or replace goods at no charge to the Customer that are demonstrated to be defective or which fail to materially conform to their specifications, subject to and upon the Customer returning the goods to the Company.
- (c) Outside of the warranty period, the Company will either repair or replace (at its discretion) at the Customer's cost goods that are demonstrated to be defective, subject to the Customer's prior approval of costs.

Warranty on services

- (d) The Company warrants that it will perform the services with reasonable care and skill.
- (e) The Company's obligation in respect of services not performed with reasonable skill and care shall be limited to the re-performance of the services shown to be deficient. The Customer must notify the Company of any failure to perform the services with reasonable skill and care within 12 months of the service in question being rendered.

Return Procedure

- (f) If the Customer discovers a defect in goods during the warranty period, the Customer shall immediately inform the Company, providing any information reasonably required to obtain Return Merchandise Authorisation ('RMA'). Upon receiving an RMA, the Customer shall return the goods as soon as possible following the Company's then-current RMA procedure.
- (g) All goods returned to the Company shall be packaged correctly to prevent damage during shipment. Any damage that occurs during shipment is the responsibility of the Customer and its agents.
- (h) Goods returned for repair will be assessed by the Company. Defective or non-conforming goods will be replaced or repaired and the cost of shipping such goods to the Customer will be borne by the Company. If the goods are not defective or are conforming, they will be returned at the Customer's cost.
- (i) Goods returned for repair, whether in or out of warranty, which are found to be damaged beyond repair due to Customer/third-party misuse, negligence or removal of components will either be returned to the Customer "as is" at the Customer's cost or scrapped by the Company at the Customer's option.
- (j) Where present at delivery, the Customer must ensure that serial numbers remain intact and readable to enable tracking and to ensure warranty repair and/or replacement.

Conditions in relation to warranties

- (k) The warranty in Condition 14(a) shall not apply and the Company shall not be obliged to correct, cure or remedy any error or defect in the goods if any such goods, in the Company's reasonable opinion, (i) have been modified or altered by the Customer or any third party; (ii) have had any serial numbers, notices or identification markings altered, removed or rendered illegible; (iii) have been damaged by or subjected to improper operation, misuse, accident, neglect or have been used in any way other than in strict compliance with the documentation provided by the Customer; (iv) have been subject to repairs or other corrective work performed by any party other than the Company; or (v) have been damaged due to improper or inadequate maintenance, modification which has not been authorised by the Company, misuse, operation outside of the goods' specifications or improper site preparation or maintenance.
- (l) Where the goods are incorporated into a leak detection or other system, the system must be commissioned in accordance with the manufacturer's instructions, a copy of the completed system commissioning sheets must be supplied to the Company within 8 weeks of practical completion, the system must be serviced and maintained as per product instructions at least every 12 months (with a copy of each

year's record sheet supplied to the Company upon request).

(m) The Company shall be under no liability whatsoever for any loss or damage which results from or is caused by erroneous information or lack of information supplied by the Customer as to the Customer's requirements in relation to the specifications or use of the goods or services.

(n) Where goods are out of warranty, are not defective and/or conform to their specification, or do not meet the conditions in Conditions 14 and 15, the Customer shall pay the Company's charges for performing any corrective work at the Company's then-current rates. The Company may, at its sole discretion, perform out of warranty repairs and supply a quotation for repair or replacement.

15. Exclusions

- (a) The Customer shall be entitled to the benefit of the warranties in Condition 14, which, to the maximum extent permitted by law, are given in lieu of and replaces, excludes and extinguishes all and every condition or warranty whatsoever whether express or implied by statute, common law, trade usage, custom or otherwise.
- (b) It shall be the responsibility of the Customer to determine the suitability of the goods and of any services for their intended purpose and for actual application and their compliance with applicable laws, regulation codes and standards and the Customer assumes all risks pertaining thereto.
- (c) Notwithstanding the exclusion of any warranty as to fitness for purpose contained in these Conditions, as a separate Condition the Customer agrees that in circumstances where the Company relies on the skill of the Customer to judge whether goods or services are fit for the purpose for which they are supplied, the Company shall accept no liability whatsoever with regard to that judgment or any matter arising from that judgment and the Customer will indemnify the Company against any loss, damage, costs, claims or expenses arising therefrom.

16. Events beyond the control of the Company

- (a) The Company shall not be in breach of the parties' contract nor liable for delay in performing or failure to perform, any of its obligations under the contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a 'Force Majeure Event'). In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

Without limitation of Condition 16(a), the Company shall make reasonable commercial efforts to overcome difficulties arising in connection with any Force Majeure Event, but reserves the right to cancel suspend or vary its obligations under the contract for supply and in the event of shortages of goods or of available resources for their production storage or delivery or continued difficulty in rendering services arising from any of the events or circumstances referred to in Condition 16(a), the Company reserves the right to allocate as it may think fit its available goods and resources and performance of services between customers and whom it has contractual obligations in respect thereof and shall not be obliged to purchase goods from third parties or sub-contract services to make good such shortages, or performance.

17. Insurance

The precise limits of any appropriate insurance cover are primarily within the Customer's knowledge thereby enabling the Customer to effect his own insurance cover at more economic rates than the Company. The Customer agrees that insofar as the Customer may require any insurance cover the Customer shall effect the same, such to include without prejudice to the generality of the foregoing: (i) damage to physical property of any kind; (ii) economic and other consequential or indirect loss or damage; therefore the Customer acknowledges and accepts that it is reasonable for the Company to limit its legal liability and its liability to pay damages as set out in these Conditions.

18. Indemnity

The Customer agrees to indemnify the Company against any loss, damage, costs, claims or expenses incurred by the Company in respect of any liability established against the Company by a third party arising out of or in connection with the contract for supply.

19. Change in Customer's Financial Circumstances

Without limitation of the Company's rights under these Conditions or at general law, if (i) the Customer commits a material breach of its obligations under any contract with the Company and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so; (ii) 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), 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; (iii) the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or (iv) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of its contract is in jeopardy, then in each case the Company may, at its option, (a) require payment in cash or electronic payment in cleared funds before despatch of goods remaining to be delivered or performance of services remaining to be performed, and/or (b) cancel any further deliveries or work, in each case without prejudice to any other rights or remedies of the Company. The Customer shall remain liable for completed and partially completed deliveries and work to the same extent as required under Condition 3(c) of these Conditions in the event that the Company exercises its rights under this Condition.

20. Health and Safety

- (a) The Customer agrees only to use the goods and obtain services for uses specified in the Company's current sales literature or for other uses which the Company has specifically notified in writing to the Customer as being in the Company's opinion free from risk to health and safety.
- (b) The Customer agrees to pay due regard to any information or advice relating to the use of the goods or product of the services which the Company may at any time furnish to it and agrees that before the goods are used it will, if requested by the Company, furnish the Company with a written undertaking to take any steps which the Company

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may specify with a view to ensuring that the goods will be safe and without risk to health when used.

(c) Any written undertaking given pursuant to paragraph (b) above shall be deemed to have effect as if it formed part of the contract for supply.

21. Delivery by Instalments

Each delivery or part delivery of any order shall be deemed to be sold under a separate contract. Neither failure on the Company's part to make any delivery or part delivery in accordance with the contract for supply nor any claim by the Customer in respect of such delivery or part delivery shall entitle the Customer to reject the balance of the order.

22. Intellectual Property Indemnity

When goods are made or adapted by the Company in accordance with the Customer's specifications, the Customer shall indemnify the Company against all costs, claims and expenses incurred by the Company in respect of the infringement or alleged infringement by such goods of any patents, registered designs, trademarks or other rights belonging to third parties.

23. Engineering Charges

The Company reserves the right to charge the Customer for engineering charges and expenses (whether internal or to third parties) incurred by the Company in relation to the design or manufacture of the goods, such to include (without limitation) design costs and the cost of tools. Such charges and expenses shall be payable by the Customer in addition to the purchase price for the goods. The Company shall remain the owner of tools and designs and all copyright and other rights relating thereto whether or not such charges are paid by the Customer.

24. Customer's Property

Any material or property of the Customer or material or property supplied to the Company by or on behalf of the Customer is supplied entirely at the Customer's risk and the Company will not be liable or held responsible for any loss or damage to such material or property whether or not attributable to the acts, defaults or negligence of the Company or any of the Company's employees or agents.

25. Data Sharing

(a) For purposes of this Condition, "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "processing" and "appropriate technical and organisational measures" shall have the meanings defined in the Data Protection Legislation, and "Data Protection Legislation" shall mean all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

(b) The parties recognise that the performance of the Company's Services shall not ordinarily involve the processing of Personal Data by the Company on behalf of the Customer. The relation of the parties for purposes of the Data Protection Legislation shall be one of independent data Controllers.

(c) Both parties will comply with all applicable requirements of the Data Protection Legislation. This Condition is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

(d) The Customer will insure that it has all necessary and appropriate consents and notices in place to enable lawful transfer to the Company of any Personal Data for purposes of the contract. In respect of such Personal Data, the Customer shall assist the Company, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

(e) In the event that, exceptionally, the services require the Company to act as a Processor on behalf of the Customer, the parties will cooperate in good faith to conclude a supplementary data processing agreement which complies with the Data Protection Legislation. Until the conclusion of such agreement, the Company shall be entitled to suspend or delay services to the extent it believes necessary to avoid breaching the Data Protection Legislation.

26. Export Contracts

All export contracts for supply by the Company are subject to any necessary licenses and exchange control authorisations being obtained.

27. Assignment

The Customer shall not assign or otherwise transfer any contract for supply or any part thereof or any benefit or interest therein or thereunder without the prior written consent of the Company. Any such attempted assignment or transfer by the Customer without the written consent of the Company is void.

28. No Partnership or Agency

Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

29. Waiver

The rights of the Company shall not be prejudiced or restricted by any indulgence or forbearance extended to the Customer and no waiver of any breach shall operate as a waiver of any subsequent breach and shall only apply to the individual contract for supply in relation to which it is made.

30. Severability

If any term or condition herein or part thereof is held to be invalid for any reason by any court or competent authority it is to that extent to be deemed removed from the contract for supply without prejudice to the validity or other effectiveness of the remaining terms and conditions thereof.

31. Entire Agreement

(a) These Conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) The Customer acknowledges that in entering into the contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Conditions. The Customer agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the contract, including these Conditions.

(c) Nothing in this Condition shall limit or exclude any liability for fraud.

(d) Except as set out in these Conditions, no variation of the parties' contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

32. Third Party Rights

Unless it expressly states otherwise, these Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the parties' contract.

33. English Law

English Law shall govern the formation, construction and performance of all contracts for supply in all respects. The Customer and the Company hereby agree to submit to the non-exclusive jurisdiction of the English Courts.

34. Headings

The headings of these Conditions do not form part of the Conditions and shall not affect the interpretation thereof.

Published August 2021 cancelling all previous issues