

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

PARTS A & B shall apply to the purchase of goods and services that are purchased via the e-commerce platform on the Website

PARTS A & C shall apply to the purchase of goods and services that are not purchased via the e-commerce platform on the Website

The Customer's attention is particularly drawn to the exclusions and limitations of liability at Conditions 11 and 33.

PART A

The following terms are applicable in respect of all purchases of Goods and Services:

1. DEFINITIONS AND INTERPRETATION

1. This is version 2 of these Conditions dated 4 March 2021. In these Conditions:
 - 1.1. defined words and expressions have the meanings set out at www.crowcon.com unless the context otherwise requires;
 - 1.2. references to the defined term Conditions are to the terms and conditions set out in this document;
 - 1.3. all headings are for ease of reference only and will not affect the construction or interpretation of these Conditions;
 - 1.4. unless the context otherwise requires:
 - 1.4.1. references to the singular include the plural and vice versa and references to any gender include every gender;
 - 1.4.2. references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
 - 1.5. references to any statute or statutory provision include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
 - 1.6. any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
 - 1.7. the meaning of general words introduced by the word "other" or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
 - 1.8. references to "in writing" or "written" include e-mail;
 - 1.9. any reference to an English or Welsh legal term, concept or thing will, in respect of any jurisdiction other than that of England and Wales, be deemed to include a reference to what most nearly approximates to the English or Welsh legal term in that jurisdiction;
 - 1.10. any reference to:
 - 1.10.1. time of day is to London GMT or BST (as relevant);
 - 1.10.2. a day is to a period of 24 hours running from midnight to midnight;
 - 1.10.3. an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party; and
 - 1.10.4. any obligation on a party not to do or omit to do anything includes an obligation not to allow (whether expressly or by a failure to take reasonable steps to prevent) that thing to be done or omitted to be done by any other person.

PART B

The following terms are applicable in respect of Goods and Services that are purchased using the e-commerce platform on the Website

2. CONTRACT FORMATION

- 2.1. The Order constitutes an offer by the Customer to purchase Goods and Services from the Supplier on these Conditions. A contract for the supply of Goods and Services by the Supplier to the Customer on these Conditions will be formed when the Supplier accepts the Order by issuing an Order Acknowledgement to the Customer. The Supplier is under no obligation to accept the Order and may carry out due diligence on the Customer to ensure compliance with the Code of Conduct.
- 2.2. These Conditions are the only terms and conditions on which the Supplier will supply Goods and Services to the Customer and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
- 2.3. Payment of the Prices and/or Charges will be deemed conclusive evidence of the Customer's acceptance of these Conditions.
- 2.4. The Supplier will be entitled, at its discretion, to deliver Goods by separate instalments. The Supplier will be entitled to invoice the Price for each instalment separately in accordance with Condition 30.5. Each instalment will be deemed to be a separate contract and no cancellation or termination of any one contract relating to an instalment will give the Customer the right to cancel or terminate any other contract.
- 2.5. The Website is only intended for use by customers resident in countries within the United Kingdom. The Supplier does not accept orders from customers outside those countries.

3. THE GOODS

- 3.1. The Supplier will obtain the Customer's prior approval in order to:
 - 3.1.1. vary the design, finish or Specification of Goods and/or their packaging; and/or
 - 3.1.2. substitute any materials or parts which are used in Goods and which are unavailable for any reason with alternative materials or parts, unless the variation or substitution is necessary to comply with Applicable Law, in which case the Supplier will use reasonable endeavours to give the Customer prior written notice of any such variation or substitution.
- 3.2. With the exception of the Specification, all samples, drawings, descriptive and illustrative matter and advertising issued or published by the Supplier (or the manufacturer of the Goods) are for the sole purpose of giving an approximate idea of the relevant Goods.
- 3.3. The Contract is not a sale by sample.
- 3.4. The Supplier is a registered producer under the UK WEEE Regulations WEE/HE0048TZ. Upon the sale of all Goods which are electrical and electronic equipment ("EEE") the Customer agrees to accept the financial obligations for removal, collection, recovery and recycling of the EEE once it becomes waste and for any replaced EEE provided to the Customer.

4. DELIVERY

- 4.1. Unless otherwise specified in the Order Acknowledgement, the Goods will be Delivered Ex Works (as such term is defined in Incoterms 2010) at the location specified in the Order Acknowledgement. Delivery of the Goods will be deemed to occur when the Supplier completes its Delivery obligations under that Incoterm or as otherwise set out in the Order Acknowledgement. To the extent that the Order Acknowledgement sets out that the Goods will be Delivered pursuant to an Incoterm 2010, and where there is any conflict or inconsistency between Incoterms 2010 and these Conditions, Incoterms 2010 will take precedence.
- 4.2. The Supplier will use reasonable endeavours to dispatch the Goods on the date set out in the Order Acknowledgement, but time for Delivery of the Goods will not be of the essence of the Contract. Any dispatch dates given by the Supplier are estimates only.
- 4.3. If the Goods have not been Delivered under Condition 4.1 within a reasonable time following the estimated dispatch date set out in the Order Acknowledgement, the Customer will notify the Supplier in writing, and notwithstanding that the Supplier's responsibility for Delivery will be as set out under the Ex Works Incoterm, in the event where the Supplier has a contract with the courier that is Delivering the Goods, the Supplier will use reasonable endeavours to notify the courier responsible for Delivery. If the relevant courier then fails to Deliver the Goods

within a further 5 Business Days of the Customer's written notice, the Supplier will arrange for replacement Goods to be Delivered to the Customer as soon as reasonably practicable. Subject to Condition 11.4, the Supplier's sole Liability for its failure to Deliver the Goods will be limited to the price (exclusive of VAT) paid by the Customer in obtaining replacement goods of equivalent description and quality in the cheapest market available, less the Price of the Goods. The Customer will not otherwise be entitled to cancel the Contract or to reject any Goods by reason of a delay in Delivery or failure to Deliver.

- 4.4. If Delivery occurs but the Customer fails to accept delivery of, or to collect, the Goods, the Supplier will be entitled to:
 - 4.4.1. store or arrange for storage of the Goods until the Customer accepts delivery of them or they are disposed of under Condition 4.4.2 (as applicable) and to take such action as it considers necessary to attempt to re-deliver the Goods to the address specified in the Order Acknowledgement;
 - 4.4.2. treat the Contract as repudiated by the Customer and dispose of the Goods in any way it sees fit and recover the full Price from the Customer; and
 - 4.4.3. charge the Customer for all costs and expenses which the Supplier incurs under Conditions 4.4.1 and 4.4.2. The Supplier will charge the Customer £30 per week for storage of the Goods under Condition 4.4.1 and the Supplier will store the Goods for a maximum of three weeks from the Delivery date, after which the Supplier will be entitled to exercise its rights under Condition 4.4.2.
- 4.5. The Customer will ensure that any Goods and/or Services that the Customer purchases or receives from the Supplier under the Contract will not be received, imported, exported, re-exported, transferred, sold or used except in compliance with (i) all Applicable Laws, regulations, orders and requirements relating to import, export control and sanctions, as they may be amended from time to time, including without limitation those of the United States of America, the European Union, the United Kingdom, and the jurisdictions in which the Customer and the Supplier are established, conduct business or from which the Goods and/or Services may be supplied; and (ii) the requirements of any licences, authorisations or licence exceptions relating to the receipt, import, export, re-export, transfer use or sale of the Goods and/or Services.

5. CANCELLATION

- 5.1. If, at any time, the Supplier believes that its dealings with the Customer are not in compliance with the Code of Conduct it may cancel any Order.
- 5.2. The Customer's sole and exclusive remedy, in respect of any Orders cancelled in accordance with Condition 5.1, shall be a full refund from the Supplier in the sum of 100% of the Price and/or Charges the Customer has paid the Supplier for the cancelled Order.
- 5.3. The Customer does not have the right to cancel an Order. If the Customer wishes to cancel an Order, the Customer will notify the Supplier in writing and the Supplier will decide in its sole discretion whether or not to accept the Customer's requested cancellation. If the Supplier accepts the Customer's requested cancellation of an Order, such cancellation will be subject to this Condition 5.
- 5.4. If the Supplier accepts the Customer's requested cancellation of an Order before the Goods have been dispatched and/or before the Services have been completed, the Supplier will be entitled to a refund the total Price and/or Charges the Customer has paid for the cancelled Order less any amounts incurred by the Supplier up to and including the date that the Supplier accepts the Customer's requested cancellation.
- 5.5. If the Supplier accepts the Customer's requested cancellation of an Order after the Goods have been delivered and/or after the Services have been completed, the Customer will be entitled to a refund from the Supplier in the sum of 75% of the Price and/or Charges the Customer has paid for the cancelled Order.
- 5.6. If the Supplier rejects the Customer's request to cancel an Order, the Customer will not be entitled to a refund of any Price and/or Charges paid for the cancelled Order, or to any other remedy.

6. INSPECTION AND ACCEPTANCE

- 6.1. The Customer will inspect the Goods on Delivery and will within 5 Business Days from and including the date of Delivery give written notice to the Supplier of any breach of the warranty in Condition 9.1 in relation to those Goods.
- 6.2. If the Customer does not give notice to the Supplier under Condition 6.1 in respect of the Goods, the Customer will be deemed to have accepted the Goods on expiry of the 5 Business Day period from and including the date of Delivery.

7. PASSING OF RISK AND RETENTION OF TITLE

- 7.1. Risk of damage to or loss of the Goods will pass to the Customer on Delivery.
- 7.2. Subject to Conditions 7.3 and 7.4, legal and beneficial ownership of the Goods will not pass to the Customer until the Supplier has received in full in cleared funds:
 - 7.2.1. all sums due to it in respect of the Goods; and
 - 7.2.2. all other sums which are or which become due to the Supplier from the Customer on any account whatsoever.
- 7.3. The Customer may resell the Goods if that is in the ordinary course of its business and, if it does so, legal and beneficial ownership of Goods will pass to the Customer immediately prior to the Customer entering into a binding contract for the sale of those Goods.
- 7.4. The Supplier may, by giving written notice to the Customer, pass legal and beneficial ownership of the Goods (or any of them) to the Customer at any time before such ownership would otherwise have passed to the Customer.

8. PRICE AND PAYMENT

- 8.1. The Customer will pay the Prices and Charges to the Supplier in accordance with this Condition 8.
- 8.2. The Prices and Charges exclude packaging, insurance, carriage and delivery costs and Expenses which will be added to the total amount payable by the Customer in addition to the Prices and Charges as set out on the Website or as further detailed by the Supplier.
- 8.3. Any sum payable under the Contract is exclusive of VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time.
- 8.4. The Supplier shall be entitled to vary the Prices and/or Charges at any time but any such changes will not affect Orders confirmed by an Order Acknowledgement.
- 8.5. The Website contains a large number of Goods and it is always possible that, despite the Supplier's reasonable efforts, some of the Goods listed on the Website may be incorrectly priced. If the Supplier discovers an error in pricing affecting Goods and/or Services within the Customer's Order, the Supplier shall either: (i) contact the Customer for instructions before dispatching the Goods; or (ii) reject the Order and notify the Customer of such rejection.
- 8.6. The Supplier is under no obligation to provide the Goods to the Customer at the incorrect (lower) price, including where the Supplier has sent an Order Acknowledgement to the Customer, if the pricing error is obvious and could have reasonably been recognised as mistaken pricing.
- 8.7. The Supplier can accept payment from the Customer for the Prices and Charges via Worldpay or PayPal. Full payment must be received by the Supplier before the Goods can be dispatched and/or the Services can be provided to the Customer.

9. WARRANTY

- 9.1. The Supplier warrants to the Customer that for the period set out in the Specification for the relevant Goods on the Website, the Goods will, subject to Condition 6.1, conform to the Specification in all material respects. The Supplier warrants to the Customer that for the period of 3 months from and including the date of completion of the Services, the Services will conform to the description of the Services in the Order Acknowledgement in all material respects.
- 9.2. If, at any time during the Warranty Period, the Customer becomes aware of a breach of the warranty at Condition 9.1, the Customer will:
 - 9.2.1. give written notice of the breach to the Supplier, such notice to be given within 5 days after the Customer becomes aware of the breach and prior to expiry of the Warranty Period;
 - 9.2.2. at the Supplier's option either return to the Supplier (at the Customer's cost) the relevant Goods or permit the Supplier or its agent or subcontractor to inspect it at the Customer's premises, or where the breach relates to the Services, re-perform the relevant Services at the Supplier's cost; and
 - 9.2.3. provide to the Supplier all information and assistance which the Supplier may reasonably require to investigate the alleged breach.
- 9.3. Subject to Condition 11.4, the Supplier's only Liability for breach of the warranty at Condition 9.1 will be, at the Supplier's option, to repair or replace the relevant Goods, or where the breach relates to the Services, to re-perform the relevant Services.
- 9.4. The Customer's only remedy for breach of the obligation at Condition 9.3 will be in damages.

- 9.5. Subject to Condition 11.4, the Supplier will not have any Liability for a breach of the warranty at Condition 9.1 if:
- 9.5.1. the Customer does not comply with its obligations at Condition 9.2 in respect of the breach;
 - 9.5.2. notice of the breach should have been but was not given to the Supplier under Condition 6.1;
 - 9.5.3. the relevant defect was caused by damage in transit after Delivery;
 - 9.5.4. the relevant defect was caused by fair wear and tear;
 - 9.5.5. the relevant defect was caused or exacerbated by improper use, handling, alteration, installation, repair, maintenance, storage or failure to comply with instructions provided by the Supplier or the manufacturer; or
 - 9.5.6. the Customer makes further use of the relevant Goods after discovering the relevant breach.
- 9.6. The warranty under Condition 9.1 will apply to any Goods which are repaired or replaced under Condition 9.3 for the remainder of the original Warranty Period.
- 9.7. Subject to Condition 11.4, all warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded from the Contract.

10. SERVICES

- 10.1. The Supplier warrants to the Customer that it will provide the Services with reasonable care and skill.
- 10.2. The Supplier will use reasonable endeavours to provide the Services on the estimated performance date set out in the Order Acknowledgement, but time for provision of the Services will not be of the essence of the Contract. Any performance dates given by the Supplier are estimates only.

11. EXCLUSIONS AND LIMITATIONS OF LIABILITY

The Customer's attention is particularly drawn to this Condition.

- 11.1. Subject to Condition 11.4, the Supplier's entire Liability for any non-delivery of Goods or failure to deliver the Goods in accordance with the timescales set out or referred to in the Contract will be as set out in Condition 4.3 and the Supplier will have no other Liability for any such non-delivery or failure to deliver. Such Liability will be subject to Condition 11.2 and will be taken into account in calculating whether the financial limit in Condition 11.2 has been reached.
- 11.2. Subject to Condition 11.4, the Supplier's maximum aggregate Liability will be limited to a sum that is equal to 100% of the Price and Charges payable for the Order under which the Liability arises.
- 11.3. The Supplier will have no Liability to the Customer for any:
- 11.3.1. loss of profit (whether direct, indirect or consequential);
 - 11.3.2. loss of use, loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);
 - 11.3.3. loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);
 - 11.3.4. loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
 - 11.3.5. loss of bargain (whether direct, indirect or consequential);
 - 11.3.6. Liability of the Customer to third parties (whether direct, indirect or consequential);
 - 11.3.7. loss of use or value of any data or software (whether direct, indirect or consequential);
 - 11.3.8. wasted management, operational or other time (whether direct, indirect or consequential);
 - 11.3.9. loss or damage arising out of any failure by the Customer to keep full and up to date security copies of any computer program and data held or used by or on behalf of the Customer (whether direct, indirect or consequential); or
 - 11.3.10. indirect, consequential or special loss, subject always to Condition 11.4.
- 11.4. Nothing in the Contract will operate to exclude or restrict one party's Liability (if any) to the other for:
- 11.4.1. death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable (negligence being as defined in Section 1(1) Unfair Contract Terms Act 1977);
 - 11.4.2. its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; or

- 11.4.3. any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its Liability.
- 11.5. Nothing in this Condition 11 will prevent or restrict the right of a party to seek injunctive relief or specific performance or other discretionary remedies of the court.
- 11.6. The exclusions from, and limitations of, Liability set out in this Condition 11 will be considered severally. The invalidity or unenforceability of any one sub-clause or clause will not affect the validity or enforceability of any other sub-clause or clause and will be considered severable from each other.
- 11.7. Each of the Supplier's employees, agents and sub-contractors will be entitled to enforce all the terms of this Condition 11 subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of the Contract. Accordingly and for the avoidance of doubt the financial limits on Liability set out in Condition 11 are the maximum Liability of the Supplier, its employees, agents and sub-contractors in aggregate.

12. INTELLECTUAL PROPERTY

- 12.1. Nothing in the Contract will operate to transfer to the Customer or to grant to the Customer any licence or other right to use any of the Supplier's Intellectual Property Rights, save that the Customer may use the Supplier's Intellectual Property Rights in the Goods and Services solely to the extent necessary to use the Goods and Services for the purpose for which they were supplied.

13. CUSTOMER OBLIGATIONS

- 13.1. The Customer will:
- 13.1.1. provide the Supplier with all such information and assistance as the Supplier may reasonably require from time to time to perform its obligations or to exercise any of its rights under the Contract
- 13.1.2. not re-package the Goods or remove or alter any trade marks, patent numbers, serial numbers or other identifying marks on the Goods or their packaging or add any other trade marks, patent numbers, serial numbers or other identifying marks to the Goods or their packaging;
- 13.1.3. not alter or modify the Goods in any way; and
- 13.1.4. comply with the Supplier's instructions in connection with any product recall initiated by the Supplier involving the Goods (or any of them).
- 13.2. Notwithstanding any other term of the Contract, the Supplier will not be in breach of the Contract to the extent its failure to perform or delay or defect in performance of its obligations under the Contract arises as a result of:
- 13.2.1. any breach by the Customer of its obligations contained in the Contract;
- 13.2.2. the Supplier relying on any incomplete or inaccurate data provided by a third party; or
- 13.2.3. the Supplier complying with any instruction or request by the Customer or one of its employees.

14. FORCE MAJEURE

- 14.1. The Supplier will not be in breach of the Contract or otherwise liable to the Customer for any failure to perform or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event.
- 14.2. If a Force Majeure Event occurs the Supplier will as soon as reasonably practicable after becoming aware of the Force Majeure Event give written notice to the Customer that the Force Majeure Event has occurred and shall have an extension of time for performance for the duration of that period. The Supplier shall use its reasonable endeavours to bring a Force Majeure Event to a close or to find a solution by which its obligations under the Contract may be performed despite the Force Majeure Event.

15. CONFIDENTIALITY

- 15.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the Group to which the other party belongs ("**Confidential Information**") except as permitted by Condition 15.2.
- 15.2. Each party may disclose the other party's Confidential Information:
- 15.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this Condition 15; and

- 15.2.2. as may be required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3. Neither party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 16. DATA PROTECTION**
- 16.1. Each party will comply with the Data Protection Laws applicable to it.
- 16.2. In the event that the supply of Goods and/or Services requires the Supplier to process personal data on the Customer's behalf as data processor, this will be set out in the Order, the Data Processing Agreement will be applicable to the Contract, and the parties will comply with the Data Processing Agreement.
- 17. ANTI-SLAVERY**
- 17.1. Both parties will comply with all Applicable Laws relating to anti-slavery.
- 18. ANTI-CORRUPTION**
- 18.1. Each party will comply with all Applicable Laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to:
- 18.1.1. local and national laws in the territories in which it operates;
- 18.1.2. the UK Bribery Act 2010;
- 18.1.3. the US Foreign Corrupt Practices Act 1977; and
- 18.1.4. the UN Convention Against Corruption;
- 18.1.5. in relation to the Supplier only, comply with the Supplier Group's code of conduct relating to bribery and corruption (as amended from time to time) found at www.halma.com.
- 19. CONFLICT MINERALS**
- 19.1. The Supplier is committed to avoiding the use of minerals mined in conditions of armed conflict and human rights abuses, and which are sold or traded by armed groups ("**Conflict Minerals**") in its goods and the Supplier requires its supply chain to implement to the Supplier's satisfaction procedures to avoid the use of Conflict Minerals.
- 20. ASSIGNMENT AND SUB-CONTRACTING**
- 20.1. The Supplier may at any time assign, transfer or sub-contract any or all of its rights and obligations under the Contract.
- 20.2. to the Customer shall not assign, transfer or sub-contract its rights or obligations under the Contract to any third party without the prior written consent of the Supplier.
- 21. NOTICE**
- 21.1. Subject to Condition 21.3, any notice given under or in connection with the Contract will be in the English language and:
- 21.1.1. sent to the relevant party's address by pre-paid first class post, or airmail post or mail delivery service providing guaranteed next working day delivery and proof of delivery; or
- 21.1.2. delivered to or left at the relevant party's address (but not, in either case, by one of the methods set out in Condition 21.1.1); or
- 21.1.3. sent by e-mail to that party's e-mail address.
- 21.2. Any notice given in accordance with Condition 21.1 will be deemed to have been served If given:
- 21.2.1. by first class post or mail delivery service in each case as set out in Condition 21.1.1, at 9.00 a.m. on the second Business Day after the date of posting;
- 21.2.2. by airmail post as set out in Condition 21.1.1, at 9.00 a.m. on the tenth Business Day after the date of posting;
- 21.2.3. as set out in Condition 21.1.2, at the time the notice is delivered to or left at that party's address; and
- 21.2.4. as set out in Condition 21.1.3, at the time of sending the e-mail, provided that if a notice is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.
- 21.3. This Condition 21 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.
- 22. GENERAL**
- 22.1. The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:
- 22.1.1. neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the

- other party or any other person and whether made to the first party or any other person) which is not expressly set out in the Contract;
- 22.1.2. the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract; and
- 22.1.3. nothing in this Condition 22.1 will be interpreted or construed as limiting or excluding the Liability of any person for fraud or fraudulent misrepresentation.
- 22.2. A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 22.3. If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.
- 22.4. Nothing in the Contract and no action taken by the parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.
- 22.5. Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.
- 22.6. The Supplier's employees, agents and sub-contractors will be entitled to enforce Condition 11 subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of the Contract.
- 22.7. The parties may vary or rescind the Contract without the consent of the Supplier's employees, agents or sub-contractors.
- 22.8. Save as provided in Condition 22.6, the parties do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.
- 22.9. The Supplier's rights and remedies set out in these Conditions are in addition to and not exclusive of any rights and remedies provided by law.
- 23. GOVERNING LAW AND JURISDICTION**
- 23.1. The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 23.2. Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, will be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this Condition. The number of arbitrators will be one. The seat, or legal place, of arbitration will be London, United Kingdom. The language to be used in the arbitral proceedings will be English.
- 23.3. In the event that one or both of the parties has the right under Applicable Law to appeal to the courts the outcome of any arbitral proceedings conducted in accordance with Condition 23.2, the courts of England and Wales will have exclusive jurisdiction to determine such appeal.
- 23.4. Either party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

PART C

The following terms are applicable in respect of Goods and Services that are not purchased using the e-commerce platform on the Website (e.g. over the phone or using an order form)

24. CONTRACT FORMATION

- 24.1. Any quotation given by the Supplier will be valid for 30 days (unless otherwise specified in writing by the Supplier) from and including its date, and will constitute an invitation to treat and not an offer.
- 24.2. The Order constitutes an offer by the Customer to purchase Goods and Services from the Supplier on these Conditions. A contract for the supply of Goods and Services by the Supplier to the Customer on these Conditions will be formed when the Supplier accepts the Order by issuing an Order Acknowledgement to the Customer. The Supplier is under no obligation to accept the Order and may carry out due diligence on the Customer to ensure compliance with the Code of Conduct.
- 24.3. These Conditions are the only terms and conditions on which the Supplier will supply goods and services to the Customer and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
- 24.4. Delivery or commencement of the performance of the Services will be deemed conclusive evidence of the Customer's acceptance of these Conditions.
- 24.5. The Supplier will be entitled, at its discretion, to deliver Goods by separate instalments. The Supplier will be entitled to invoice the Price for each instalment separately in accordance with Condition 30.5. Each instalment will be deemed to be a separate contract and no cancellation or termination of any one contract relating to an instalment will give the Customer the right to cancel or terminate any other contract.

25. THE GOODS

- 25.1. The Supplier will obtain the Customer's prior approval in order to:
 - 25.1.1. vary the design, finish or Specification of Goods and/or their packaging; and/or
 - 25.1.2. substitute any materials or parts which are used in Goods and which are unavailable for any reason with alternative materials or parts, unless the variation or substitution is necessary to comply with Applicable Law, in which case the Supplier will use reasonable endeavours to give the Customer prior written notice of any such variation or substitution.
- 25.2. With the exception of the Specification, all samples, drawings, descriptive and illustrative matter and advertising issued or published by the Supplier (or the manufacturer of the Goods) are for the sole purpose of giving an approximate idea of the relevant Goods.
- 25.3. The Contract is not a sale by sample.
- 25.4. The Supplier is a registered producer under the UK WEEE Regulations WEE/HE0048TZ. Upon the sale of all Goods which are electrical and electronic equipment ("EEE") the Customer agrees to accept the financial obligations for removal, collection, recovery and recycling of the EEE once it becomes waste and for any replaced EEE provided to the Customer.

26. DELIVERY

- 26.1. Unless otherwise specified in the Order Acknowledgement, the Goods will be Delivered Ex Works (as such term is defined in Incoterms 2010) at the location specified in the Order Acknowledgement. Delivery of the Goods will be deemed to occur when the Supplier completes its Delivery obligations under that Incoterm or as otherwise set out in the Order Acknowledgement. To the extent that the Order Acknowledgement sets out that the Goods will be Delivered pursuant to an Incoterm 2010, and where there is any conflict or inconsistency between Incoterms 2010 and these Conditions, Incoterms 2010 will take precedence.
- 26.2. The Supplier will use reasonable endeavours to dispatch the Goods on the date set out in the Order Acknowledgement, but time for Delivery of the Goods will not be of the essence of the Contract. Any dispatch dates given by the Supplier are estimates only.
- 26.3. If the Goods have not been Delivered under Condition 26.1 within a reasonable time following the estimated dispatch date set out in the Order Acknowledgement, the Customer will notify the Supplier in writing, and notwithstanding that the Supplier's responsibility for Delivery will be as set out under the Ex Works Incoterm, in the event where the Supplier has a contract with the courier that is Delivering the Goods, the Supplier will use reasonable

endeavours to notify the courier responsible for Delivery. If the relevant courier then fails to Deliver the Goods within a further 5 Business Days of the Customer's written notice, the Supplier will arrange for replacement Goods to be Delivered to the Customer as soon as reasonably practicable. Subject to Condition 33.4, the Supplier's sole Liability for its failure to Deliver the Goods will be limited to the price (exclusive of VAT) paid by the Customer in obtaining replacement goods of equivalent description and quality in the cheapest market available, less the Price of the Goods. The Customer will not otherwise be entitled to cancel the Contract or to reject any Goods by reason of a delay in Delivery or failure to Deliver.

- 26.4. If Delivery occurs but the Customer fails to accept delivery of, or to collect, the Goods, the Supplier will be entitled to:
- 26.4.1. store or arrange for storage of the Goods until the Customer accepts delivery of them or they are disposed of under Condition 26.4.2 (as applicable) and to take such action as it considers necessary to attempt to re-deliver the Goods to the address specified in the Order Acknowledgement;
 - 26.4.2. treat the Contract as repudiated by the Customer and dispose of the Goods in any way it sees fit and recover the full Price from the Customer; and
 - 26.4.3. charge the Customer for all costs and expenses which the Supplier incurs under Conditions 26.4.1 and 26.4.2. The Supplier will charge the Customer £30 per week for storage of the Goods under Condition 26.4.1 and the Supplier will store the Goods for a maximum of three weeks from the Delivery date, after which the Supplier will be entitled to exercise its rights under Condition 26.4.2.
- 26.5. The Customer will ensure that any Goods and/or Services that the Customer purchases or receives from the Supplier under the Contract will not be received, imported, exported, re-exported, transferred, sold or used except in compliance with (i) all Applicable Laws, regulations, orders and requirements relating to import, export control and sanctions, as they may be amended from time to time, including without limitation those of the United States of America, the European Union, the United Kingdom, and the jurisdictions in which the Customer and the Supplier are established, conduct business or from which the Goods and/or Services may be supplied; and (ii) the requirements of any licences, authorisations or licence exceptions relating to the receipt, import, export, re-export, transfer use or sale of the Goods and/or Services.

27. CANCELLATION

- 27.1. If, at any time, the Supplier believes that its dealings with the Customer are not in compliance with the Code of Conduct it may cancel any Order.
- 27.2. The Customer's sole and exclusive remedy, in respect of any Orders cancelled in accordance with Condition 27.1, shall be a full refund from the Supplier in the sum of 100% of the Price and/or Charges the Customer has paid the Supplier for the cancelled Order.
- 27.3. The Customer does not have the right to cancel an Order. If the Customer wishes to cancel an Order, the Customer will notify the Supplier in writing and the Supplier will decide in its sole discretion whether or not to accept the Customer's requested cancellation. If the Supplier accepts the Customer's requested cancellation of an Order, such cancellation will be subject to this Condition 27.
- 27.4. If the Supplier accepts the Customer's requested cancellation of an Order before the Goods have been dispatched and/or before the Services have been completed, the Supplier will submit to the Customer an invoice for the total Price and/or Charges incurred by the Supplier up to and including the date that the Supplier accepts the Customer's requested cancellation.
- 27.5. If the Supplier accepts the Customer's requested cancellation of an Order after the Goods have been delivered and/or after the Services have been completed, the Customer will be entitled to a refund from the Supplier in the sum of 75% of the Price and/or Charges the Customer has paid for the cancelled Order.
- 27.5.1. If the Supplier rejects the Customer's request to cancel an Order, the Customer will not be entitled to a refund of any Price and/or Charges paid for the cancelled Order, or to any other remedy.

28. INSPECTION AND ACCEPTANCE

- 28.1. The Customer will inspect the Goods on Delivery and will within 5 Business Days from and including the date of Delivery give written notice to the Supplier of any breach of the warranty in Condition 31.1 in relation to those Goods.

- 28.2. If the Customer does not give notice to the Supplier under Condition 28.1 in respect of the Goods, the Customer will be deemed to have accepted the Goods on expiry of the 5 Business Day period from and including the date of Delivery.

29. PASSING OF RISK AND RETENTION OF TITLE

- 29.1. Risk of damage to or loss of the Goods will pass to the Customer on Delivery.
- 29.2. Subject to Conditions 29.3 and 29.4, legal and beneficial ownership of the Goods will not pass to the Customer until the Supplier has received in full in cleared funds:
- 29.2.1. all sums due to it in respect of the Goods; and
- 29.2.2. all other sums which are or which become due to the Supplier from the Customer on any account whatsoever.
- 29.3. The Customer may resell the Goods if that is in the ordinary course of its business and, if it does so, legal and beneficial ownership of Goods will pass to the Customer immediately prior to the Customer entering into a binding contract for the sale of those Goods.
- 29.4. The Supplier may, by giving written notice to the Customer, pass legal and beneficial ownership of the Goods (or any of them) to the Customer at any time before such ownership would otherwise have passed to the Customer.
- 29.5. Until ownership of the Goods has passed to the Customer, the Customer will:
- 29.5.1. hold the Goods on a fiduciary basis as the Supplier's bailee;
- 29.5.2. store the Goods (at no cost to the Supplier) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Supplier's property;
- 29.5.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 29.5.4. maintain the Goods in satisfactory condition; and
- 29.5.5. keep the Goods insured for their full price against damage or loss on an "all risks" basis.
- 29.6. The Customer's right to possession, use and resale of the Goods will terminate immediately if, before ownership of the Goods passes to the Customer in accordance with Conditions 29.2, 29.3 or 29.4:
- 29.6.1. the Customer becomes Insolvent;
- 29.6.2. the Supplier gives the Customer written notice that it has any reasonable concerns regarding the financial standing of the Customer;
- 29.6.3. the Customer fails to pay any sum due to the Supplier under the Contract on or before the due date;
- 29.6.4. the Customer encumbers or in any way charges any of the Goods; or
- 29.6.5. the Contract expires or terminates for any reason.
- 29.7. Once the Goods are Delivered to the Customer, the Supplier will be entitled to recover payment for the Goods (including by way of an action for the price) notwithstanding that ownership of any of the Goods has not passed from the Supplier.
- 29.8. The Customer grants, and will procure that the owner of any third party premises grants, the Supplier, its agents, employees and subcontractors an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession, use and resale has terminated, to recover them.
- 29.9. Where the Supplier is unable to determine whether any goods are the Goods in respect of which the Customer's right to possession, use and resale has terminated, the Supplier will be deemed to have sold all goods of the kind sold by the Supplier to the Customer in the order in which they were invoiced to the Customer.
- 29.10. If the Customer's right to possession, use and resale of the Goods terminates in accordance with Condition 29.6, the Supplier will be entitled to issue the Customer with a credit note for all or any part of the price of the Goods together with value added tax thereon.
- 29.11. The Supplier's rights contained in this Condition 29 will survive expiry or termination of the Contract however arising.

30. PRICE AND PAYMENT

- 30.1. The Customer will pay the Prices and Charges to the Supplier in accordance with this Condition 30.
- 30.2. Depending on the method of Delivery and where set out in the Order Acknowledgement, the Prices and Charges may be exclusive of packaging, insurance, carriage and delivery costs and Expenses and, in such case, these may be payable by the Customer in addition to the Prices and Charges.
- 30.3. Any sum payable under the Contract is exclusive of VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other

authority) which will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time.

- 30.4. The Supplier will be entitled to vary the Prices and/or Charges at any time by giving written notice to the Customer to reflect any variation in the cost of supplying the Goods and/or Services which arises as a consequence of: (i) any change in Applicable Law; (ii) any variation in the Customer's requirements for the Goods and/or Services; (iii) any information provided by the Customer being inaccurate or incomplete; or (iv) any failure or delay by the Customer in providing information.
- 30.5. Unless otherwise notified to the Customer by the Supplier (for example where the Supplier has notified the Customer that the Goods/Services require upfront payment or where the Supplier exercises its discretion to ask for upfront payment where the Supplier has concerns about the Customer's creditworthiness), the Supplier will invoice the Customer for the Prices for the Goods and any packaging, insurance, carriage and delivery costs payable by the Customer in addition to the Prices and the Charges and any Expenses payable by the Customer in addition to the Charges following Delivery.
- 30.6. Each invoice will be payable by the Customer in accordance with the payment terms stated on the Supplier's invoice. Payments will be made in the currency stated on the Supplier's invoice in available cleared funds by electronic transfer to such bank account as the Supplier may nominate from time to time.
- 30.7. Notwithstanding any purported contrary appropriation by the Customer, the Supplier will be entitled, by giving written notice to the Customer, to appropriate any payment by the Customer to any invoice issued by the Supplier.
- 30.8. If any sum payable under the Contract is not paid on or before the due date for payment, the Supplier will be entitled to charge the Customer interest on that sum at 4% per annum above the base lending rate from time to time of the Bank of England from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis.
- 30.9. If the Customer fails to make any payment due to the Supplier under the Contract or any other contract between the Customer and the Supplier within 10 Business Days after the due date, the Supplier will be entitled to withhold further deliveries of goods and to suspend or terminate provision of the services until that payment has been made (whether the Goods/Services under the Contract or whether the goods/services under any other contract).
- 30.10. If the Customer becomes Insolvent all invoices issued by the Supplier will immediately become due and payable.
- 30.11. Save as otherwise expressly provided in these Conditions or required by law, all payments to be made by the Customer to the Supplier under the Contract will be made in full and without any set-off or any deduction or withholding including on account of any counter-claim.
- 30.12. Following expiry or termination of the Contract:
 - 30.12.1. the Supplier will be entitled to invoice all Prices and Charges and any packaging, insurance, carriage and delivery costs and Expenses incurred which have not yet been invoiced; and
 - 30.12.2. all invoices (including any invoices issued under Condition 30.12.2) will become immediately due and payable by the Customer.

31. WARRANTY

- 31.1. The Supplier warrants to the Customer that for the period set out in the Specification for the relevant Goods on the Supplier's website, the Goods will, subject to Condition 28.1, conform to the Specification in all material respects. The Supplier warrants to the Customer that for the period of 3 months from and including the date of completion of the Services, the Services will conform to the description of the Services in the Order Acknowledgement in all material respects.
- 31.2. If, at any time during the Warranty Period, the Customer becomes aware of a breach of the warranty at Condition 31.1, the Customer will:
 - 31.2.1. give written notice of the breach to the Supplier, such notice to be given within 5 days after the Customer becomes aware of the breach and prior to expiry of the Warranty Period;
 - 31.2.2. at the Supplier's option either return to the Supplier (at the Customer's cost) the relevant Goods or permit the Supplier or its agent or subcontractor to inspect it at the Customer's premises, or where the breach relates to the Services, re-perform the relevant Services at the Supplier's cost; and

- 31.2.3. provide to the Supplier all information and assistance which the Supplier may reasonably require to investigate the alleged breach.
- 31.3. Subject to Condition 33.4, the Supplier's only Liability for breach of the warranty at Condition 31.1 will be, at the Supplier's option, to repair or replace the relevant Goods, or where the breach relates to the Services, to re-perform the relevant Services.
- 31.4. The Customer's only remedy for breach of the obligation at Condition 31.3 will be in damages.
- 31.5. Subject to Condition 33.4, the Supplier will not have any Liability for a breach of the warranty at Condition 31.1 if:
- 31.5.1. the Customer does not comply with its obligations at Condition 31.2 in respect of the breach;
 - 31.5.2. notice of the breach should have been but was not given to the Supplier under Condition 28.1;
 - 31.5.3. the relevant defect was caused by damage in transit after Delivery;
 - 31.5.4. the relevant defect was caused by fair wear and tear;
 - 31.5.5. the relevant defect was caused or exacerbated by improper use, handling, alteration, installation, repair, maintenance, storage or failure to comply with instructions provided by the Supplier or the manufacturer; or
 - 31.5.6. the Customer makes further use of the relevant Goods after discovering the relevant breach.
- The warranty under Condition 31.1 will apply to any Goods which are repaired or replaced under Condition 31.3 for the remainder of the original Warranty Period.
- 31.6. Subject to Condition 33.4, all warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded from the Contract.

32. SERVICES

- 32.1. The Supplier warrants to the Customer that it will provide the Services with reasonable care and skill.
- 32.2. The Supplier will use reasonable endeavours to provide the Services on the estimated performance date set out in the Order Acknowledgement, but time for provision of the Services will not be of the essence of the Contract. Any performance dates given by the Supplier are estimates only.

33. EXCLUSIONS AND LIMITATIONS OF LIABILITY

The Customer's attention is particularly drawn to this Condition.

- 33.1. Subject to Condition 33.4, the Supplier's entire Liability for any non-delivery of Goods or failure to deliver the Goods in accordance with the timescales set out or referred to in the Contract will be as set out in Condition 26.3 and the Supplier will have no other Liability for any such non-delivery or failure to deliver. Such Liability will be subject to Condition 33.2 and will be taken into account in calculating whether the financial limit in Condition 33.2 has been reached.
- 33.2. Subject to Condition 33.4, the Supplier's maximum aggregate Liability will be limited to a sum that is equal to 100% of the Price and Charges payable under the purchase order for the Order under which the Liability arises.
- 33.3. The Supplier will have no Liability to the Customer for any:
- 33.3.1. loss of profit (whether direct, indirect or consequential);
 - 33.3.2. loss of use, loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);
 - 33.3.3. loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);
 - 33.3.4. loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
 - 33.3.5. loss of bargain (whether direct, indirect or consequential);
 - 33.3.6. Liability of the Customer to third parties (whether direct, indirect or consequential);
 - 33.3.7. loss of use or value of any data or software (whether direct, indirect or consequential);
 - 33.3.8. wasted management, operational or other time (whether direct, indirect or consequential);
 - 33.3.9. loss or damage arising out of any failure by the Customer to keep full and up to date security copies of any computer program and data held or used by or on behalf of the Customer (whether direct, indirect or consequential); or
 - 33.3.10. indirect, consequential or special loss, subject always to Condition 33.4.

- 33.4. Nothing in the Contract will operate to exclude or restrict one party's Liability (if any) to the other for:
- 33.4.1. death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable (negligence being as defined in Section 1(1) Unfair Contract Terms Act 1977);
 - 33.4.2. its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; or
 - 33.4.3. any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its Liability.
- 33.5. Nothing in this Condition 33 will prevent or restrict the right of a party to seek injunctive relief or specific performance or other discretionary remedies of the court.
- 33.6. The exclusions from, and limitations of, Liability set out in this Condition 33 will be considered severally. The invalidity or unenforceability of any one sub-clause or clause will not affect the validity or enforceability of any other sub-clause or clause and will be considered severable from each other.
- 33.7. Each of the Supplier's employees, agents and sub-contractors will be entitled to enforce all the terms of this Condition 33 subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of the Contract. Accordingly and for the avoidance of doubt the financial limits on Liability set out in Condition 33 are the maximum Liability of the Supplier, its employees, agents and sub-contractors in aggregate.

34. INTELLECTUAL PROPERTY

- 34.1. Nothing in the Contract will operate to transfer to the Customer or to grant to the Customer any licence or other right to use any of the Supplier's Intellectual Property Rights, save that the Customer may use the Supplier's Intellectual Property Rights in the Goods and Services solely to the extent necessary to use the Goods and Services for the purpose for which they were supplied.

35. CUSTOMER OBLIGATIONS

- 35.1. The Customer will:
- 35.1.1. provide the Supplier with all such information and assistance as the Supplier may reasonably require from time to time to perform its obligations or to exercise any of its rights under the Contract;
 - 35.1.2. notify the Supplier within 24 hours of:
 - 35.1.2.1. any discussions, negotiations or proposals with or to any one or more of the Customer's creditors in relation to any composition, compromise, arrangement or scheme of arrangement of debt or debts owed to any such creditor; or
 - 35.1.2.2. any discussions, negotiations or proposals with any person in relation to the insolvency of the Customer;
 - 35.1.3. not re-package the Goods or remove or alter any trade marks, patent numbers, serial numbers or other identifying marks on the Goods or their packaging or add any other trade marks, patent numbers, serial numbers or other identifying marks to the Goods or their packaging;
 - 35.1.4. not alter or modify the Goods in any way; and
 - 35.1.5. comply with the Supplier's instructions in connection with any product recall initiated by the Supplier involving the Goods (or any of them).
- 35.2. Notwithstanding any other term of the Contract, the Supplier will not be in breach of the Contract to the extent its failure to perform or delay or defect in performance of its obligations under the Contract arises as a result of:
- 35.2.1. any breach by the Customer of its obligations contained in the Contract;
 - 35.2.2. the Supplier relying on any incomplete or inaccurate data provided by a third party; or
 - 35.2.3. the Supplier complying with any instruction or request by the Customer or one of its employees.

36. TERMINATION

- 36.1. If a party:
- 36.1.1. commits a material breach of the Contract which cannot be remedied; or
 - 36.1.2. commits a material breach of the Contract which can be remedied but fails to remedy that breach within 30 days of a written notice setting out the breach and requiring it to be remedied being given by the other party, the other party may terminate the Contract immediately by giving written notice to that effect to the party in breach provided that the notice to terminate is given within 1 month from the date of the material breach occurring or the terminating party becoming aware of it, whichever is the later.

- 36.2. A material breach can be remedied if the party in breach can comply with the relevant obligation in all respects other than as to time of performance unless time of performance of such obligation is of the essence.
- 36.3. Condition 36.1 will not apply to any failure by the Customer to make any payment due to the Supplier under the Contract on or before the due date. Condition 36.4 will apply instead to any such failure.
- 36.4. If the Customer fails to make any payment due under the Contract on or before the due date, the Supplier may terminate the Contract by giving not less than 30 days' written notice to that effect to the Customer provided the Supplier has given to the Customer written notice of the failure to make payment and the Customer has still failed to make payment within 7 days of that written notice.
- 36.5. Either party may terminate the Contract immediately by giving written notice to that effect to the other party if the other party becomes Insolvent.
- 36.6. The Supplier may terminate the Contract immediately by giving written notice to the Customer if: (i) the Supplier has reasonable cause to believe that the continued performance of the Contract is or would be in breach of any Applicable Law relating to sanctions or exports imposed or re-imposed by a relevant body; or (ii) the Supplier has reasonable cause to believe that the Customer has breached or is likely to breach Condition 26.5.
- 36.7. Following expiry or termination of the Contract:
- 36.7.1. Conditions 1, 26.4, 29, 30, 31, 33, 36.7, 36.8, 38, 44, 45 and 46 will continue in force, together with any other Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract; and
- 36.7.2. all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.
- 36.8. Within 30 days after the date of expiry or termination of the Contract, on request by the other party, each party will return to the other party or destroy the other party's Confidential Information.

37. FORCE MAJEURE

- 37.1. The Supplier will not be in breach of the Contract or otherwise liable to the Customer for any failure to perform or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event.
- 37.2. If a Force Majeure Event occurs the Supplier will as soon as reasonably practicable after becoming aware of the Force Majeure Event give written notice to the Customer that the Force Majeure Event has occurred; and
- 37.3. Subject to Condition 37.4, the Customer will not be in breach of the Contract or otherwise liable to the Supplier for any failure to perform or delay in performing its obligations under the Contract to the extent that this is due to a Force Majeure Event affecting the Supplier.
- 37.4. If the Supplier is affected by a Force Majeure Event the Customer will continue to pay the Supplier's invoices in accordance with Condition 30.6 in respect of any Goods and Services which the Supplier continues to supply notwithstanding the occurrence of the Force Majeure Event.
- 37.5. If a Force Majeure Event which gives rise to relief from Liability under Condition 37.1 continues for a period of more than 60 days, either party will be entitled to terminate the Contract immediately by giving written notice to that effect to the other party.

38. CONFIDENTIALITY

- 38.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the Group to which the other party belongs ("**Confidential Information**") except as permitted by Condition 38.2.
- 38.2. Each party may disclose the other party's Confidential Information:
- 38.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this Condition 38; and
- 38.2.2. as may be required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority.
- 38.3. Neither party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

39. DATA PROTECTION

- 39.1. Each party will comply with the Data Protection Laws applicable to it.
- 39.2. In the event that the supply of Goods and/or Services requires the Supplier to process personal data on the Customer's behalf as data processor, this will be set out in the Order, the Data Processing Agreement will be applicable to the Contract, and the parties will comply with the Data Processing Agreement.

40. ANTI-SLAVERY

- 40.1. Both parties will comply with all applicable Anti-Slavery Laws.

41. ANTI-CORRUPTION

- 41.1. Each party will comply with all Applicable Laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to:
 - 41.1.1. local and national laws in the territories in which it operates;
 - 41.1.2. the UK Bribery Act 2010;
 - 41.1.3. the US Foreign Corrupt Practices Act 1977; and
 - 41.1.4. the UN Convention Against Corruption;
 - 41.1.5. in relation to the Supplier only, comply with the Supplier Group's code of conduct relating to bribery and corruption (as amended from time to time) found at www.halma.com.

42. CONFLICT MINERALS

- 42.1. The Supplier is committed to avoiding the use of minerals mined in conditions of armed conflict and human rights abuses, and which are sold or traded by armed groups ("**Conflict Minerals**") in its goods and the Supplier requires its supply chain to implement to the Supplier's satisfaction procedures to avoid the use of Conflict Minerals.

43. ASSIGNMENT AND SUB-CONTRACTING

- 43.1. Neither party will be entitled to assign, transfer or sub-contract its rights or obligations under the Contract to any third party without the prior written consent of the other party.
- 43.2. Any sub-contracting will not relieve either party from its liabilities to the other party and each party will be liable to the other party for the acts and omissions of its sub-contractors in relation to the Contract.

44. NOTICE

- 44.1. Subject to Condition 44.3, any notice given under or in connection with the Contract will be in the English language and:
 - 44.1.1. sent to the relevant party's address by pre-paid first class post, or airmail post or mail delivery service providing guaranteed next working day delivery and proof of delivery; or
 - 44.1.2. delivered to or left at the relevant party's address (but not, in either case, by one of the methods set out in Condition 44.1.1); or
 - 44.1.3. sent by e-mail to that party's e-mail address.
- 44.2. Any notice given in accordance with Condition 44.1 will be deemed to have been served If given:
 - 44.2.1. by first class post or mail delivery service in each case as set out in Condition 44.1.1, at 9.00 a.m. on the second Business Day after the date of posting;
 - 44.2.2. by airmail post as set out in Condition 44.1.1, at 9.00 a.m. on the tenth Business Day after the date of posting;
 - 44.2.3. as set out in Condition 44.1.2, at the time the notice is delivered to or left at that party's address; and
 - 44.2.4. as set out in Condition 44.1.3, at the time of sending the e-mail, provided that if a notice is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.
- 44.3. This Condition 44 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

45. GENERAL

- 45.1. The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:
 - 45.1.1. neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made to the first party or any other person) which is not expressly set out in the Contract;

- 45.1.2. the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract; and
- 45.1.3. nothing in this Condition 45.1 will be interpreted or construed as limiting or excluding the Liability of any person for fraud or fraudulent misrepresentation.
- 45.2. A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 45.3. If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.
- 45.4. No variation to the Contract will be effective unless it is in writing and signed by a duly authorised representative on behalf of the Supplier.
- 45.5. Nothing in the Contract and no action taken by the parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.
- 45.6. Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.
- 45.7. The Supplier's employees, agents and sub-contractors will be entitled to enforce Condition 33 subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of the Contract.
- 45.8. The parties may vary or rescind the Contract without the consent of the Supplier's employees, agents or sub-contractors.
- 45.9. Save as provided in Condition 45.7, the parties do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.
- 45.10. The Supplier's rights and remedies set out in these Conditions are in addition to and not exclusive of any rights and remedies provided by law.
- 46. GOVERNING LAW AND JURISDICTION**
- 46.1. The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.
- 46.2. Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, will be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this Condition. The number of arbitrators will be one. The seat, or legal place, of arbitration will be London, United Kingdom. The language to be used in the arbitral proceedings will be English.
- 46.3. In the event that one or both of the parties has the right under Applicable Law to appeal to the courts the outcome of any arbitral proceedings conducted in accordance with Condition 46.2, the courts of England and Wales will have exclusive jurisdiction to determine such appeal.
- 46.4. Either party may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.