
Epoxy Technology Europe Limited
STANDARD TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. Application of Terms and Conditions

- 1.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller; and
- 1.2 These Terms and Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted by the Seller, or any such order is made or purported to be made, by the Buyer.
- 1.3 Any quotation or offer of the Seller which is accepted by the Buyer, or an order of the Buyer which is accepted by the Seller shall take precedence over these Terms and Conditions in the event of any conflict between the respective terms.

2. Interpretation

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means any day other than a Saturday, Sunday, or bank holiday in London, England;
“Buyer”	means the person who accepts a quotation or offer of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;
“Contract”	means the contract for the purchase and sale of the Goods represented by the quotation or offer of the Seller which is accepted by the Buyer, or the order of the Buyer which is accepted by the Seller and these Terms and Conditions;
“Contract Price”	means the price stated in the Contract payable for the Goods;
“Delivery Date”	means the date on which the Goods are to be delivered as stipulated in the Contract;
“Force Majeure”	has the meaning given to it in Clause 17.1;
“Goods”	means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with the Contract;
“Insolvency Event”	has the meaning given to it in Clause 10.8.3;
“Month”	means a calendar month; and
“Seller”	means Epoxy Technology Europe Limited, a company registered in England under registered number 8819837 with its registered address at 126 High Street, Marlborough, Wiltshire SN8 1LZ and

includes all officers, directors and employees of Epoxy Technology Europe Limited.

- 2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
- 2.2.1. “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 2.2.2. a statute, by-law, regulation, rule, delegated legislation or order or a provision thereof is a reference to that statute, by-law, regulation, rule, delegated legislation or order or provision thereof as amended or re-enacted at the relevant time;
 - 2.2.3. “these Terms and Conditions” is a reference to these Terms and Conditions and any Schedules as amended or supplemented in accordance with the terms of these Terms and Conditions at the relevant time;
 - 2.2.4. a Schedule is a schedule to these Terms and Conditions;
 - 2.2.5. a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule;
 - 2.2.6. the words “include”, “including” and “in particular” indicate examples only and do not limit the general nature of any preceding words, a phrase finishing with the words “or other” or “otherwise” is not limited by any preceding words where a wider interpretation is possible, and the *ejusdem generis* rule does not apply to the interpretation of these Terms and Conditions or the Contract; and
 - 2.2.7. a “Party” or the “Parties” refer to the parties to these Terms and Conditions.
- 2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 2.4 Words imparting the singular number shall include the plural and vice versa.
- 2.5 References to any gender shall include the other genders.

3. Basis of Sale

- 3.1 The Seller’s employees or agents are not authorized to make any oral or written representations or warranties concerning the Goods unless confirmed by the Seller in the Contract. In entering into the Contract the Buyer acknowledges that it does not rely on, and waives any and all claims, rights and remedies for any and all covenants, undertakings and breach of, any such representations or warranties which are not set out expressly therein.
- 3.2 Any offer or quotation of the Seller and any order of the Buyer must be in writing to form part of the Contract and be binding.
- 3.3 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorized representatives of the Buyer and the Seller.
- 3.4 Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods shall be binding on the Seller unless the Seller has

issued a quotation which is expressed to be an offer to sell the goods or has accepted an order placed by the Buyer by whichever is the earlier of:

- 3.4.1. the Seller's written acceptance;
 - 3.4.2. delivery of the Goods; or
 - 3.4.3. the Seller's invoice.
- 3.5 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
- 3.6 The Contract is the entire agreement of the Parties with respect to the subject matter, supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, understandings and negotiations between them, whether written or oral, relating to its subject matter.

4. Orders and Specifications

- 4.1 No order submitted by the Buyer shall be accepted or deemed to be accepted by the Seller unless and until confirmed in writing by the Seller's authorized representative.
- 4.2 The specification for the Goods shall be that set out in the Seller's offer, quotation or specification documents unless varied expressly in the Buyer's order (if such variation(s) is/are accepted by the Seller). The Goods will only be supplied in the minimum units thereof stated in the Seller's price list or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly.
- 4.3 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and shall not be binding on the Seller.
- 4.4 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Buyer's specification, which do not materially affect their quality or performance.
- 4.5 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation.

5. Price

- 5.1 The price of the Goods shall be the price listed in the Seller's price list current at the date of acceptance of the Seller's quotation or offer or at the date of the Buyer's order (as applicable) or such other price as may be agreed in writing by the Seller and the Buyer.
- 5.2 Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list the price quoted shall be valid for sixty (60) days only or such lesser time as the Seller may specify.
- 5.3 The Seller reserves the right, by giving written notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (including any foreign exchange fluctuation, currency regulation,

introduction or increase of taxes (including withholding taxes), introduction or increase of tariffs and duties, significant increase in the costs of labor, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which are requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

- 5.4 Except as otherwise stated under the terms of any offer or quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are inclusive of the Seller's charges for packaging and (unless the Goods are to be collected by the Buyer) transport to the place of delivery.
- 5.5 The price is exclusive of any applicable value added tax, excise, sales taxes, tariffs, duties or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods, which the Buyer shall be additionally liable to pay to the Seller.
- 5.6 The Seller may, in its sole discretion and without giving reasons, make delivery conditional upon a down payment, advance payment or security deposit.

6. Payment

- 6.1 Subject to any other terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the price of the Goods on or at any time after delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller may invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
- 6.2 The Buyer shall pay the price of the Goods (less any discount or credit allowed by the Seller, but without any other deduction, counterclaim, withholding, credit or set off) within thirty (30) Business Days of the date of the Seller's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Buyer and the Seller in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery may not have taken place and/or that the title in the Goods has not passed to the Buyer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 6.3 All payments shall be made to the Seller as indicated in the Seller's offer or quotation or on the form of Seller's acceptance of the Buyer's order or on the invoice issued by the Seller.
- 6.4 The Seller is not obliged to accept orders from the Buyer if it has not supplied the Seller with references satisfactory to the Seller. If at any time the Seller is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer in which event no further goods will be delivered to the Buyer other than against cash payment, and notwithstanding sub-Clause 6.2 of these conditions, all amounts owing by the Buyer to the Seller shall be immediately payable in cash.

7. Delivery

- 7.1 Delivery of the Goods shall be made by the Seller delivering the Goods to the place specified in the Seller's offer or quotation or Buyer's order (as the case may be) as the location to which the Goods are to be delivered by the Seller or, if no place of delivery is so specified, by the Buyer collecting the Goods

at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.

- 7.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer.
- 7.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with the Contract or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 7.4 If the Buyer fails to collect or take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licenses, consents or authorizations required to enable the Goods to be delivered on that date, the Seller may at the Seller's option:
 - 7.4.1. upon giving written notice to the Buyer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 10.1, risk in the Goods shall pass to the Buyer, delivery shall be deemed to have taken place and the Buyer shall pay to the Seller all costs and expenses including storage and insurance charges arising from such storage; and/or
 - 7.4.2. if ten (10) Business Days after the date on which the Buyer so fails to collect or take delivery of the Goods or any part of them and/or so fails to provide any such instructions, upon giving written notice to the Buyer, the Seller may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage, insurance and sales costs, charge the Buyer for shortfall (if any) below the price of the Goods.

8. Non-Delivery

- 8.1 If the Seller fails to deliver the Goods or any part thereof on the Delivery Date other than for reasons outside the Seller's reasonable control, Force Majeure or the Buyer's or its carrier's fault:
 - 8.1.1. if the Seller delivers the Goods at any time thereafter the Seller shall have no liability in respect of such late delivery; or
 - 8.1.2. if the Buyer gives written notice to the Seller within twenty (20) Business Days after the Delivery Date and the Seller fails to deliver the Goods within twenty (20) Business Days after receiving such notice, the Buyer may cancel the order and the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to those not delivered over the price of the Goods not delivered.

9. Inspection/Shortage

- 9.1 The Buyer is under a duty whenever possible to inspect the Goods on delivery or on collection as the case may be.
- 9.2 Where the Goods cannot be examined, the carrier's note or such other note as appropriate shall be marked "not examined".
- 9.3 The Seller shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the provisions of this Clause 9 are not complied with and, in any event, will be under no liability if a written complaint is not delivered to the Seller within ten (10) Business Days of

delivery detailing the alleged damage or shortage, and, to the extent available, providing evidence of such damage or shortage.

- 9.4 In all cases where defects or shortages are complained of, the Seller shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the Seller (or its authorized representative) before any use is made thereof or any alteration or modification is made thereto by the Buyer or any other third party.
- 9.5 Subject to sub-Clauses 9.3 and 9.4 and the Seller being satisfied of such defect or shortage, the Seller shall make good any shortage in the Goods and where appropriate (at the Seller's option, acting reasonably) repair or replace any Goods damaged in transit where the Seller is responsible for delivery under the Contract as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.

10. Risk and Retention of Title

- 10.1 Risk of damage to or loss of the Goods shall pass to the Buyer at:
- 10.1.1. in the case of Goods to be delivered at the Seller's premises, the time when the Seller notifies the Buyer that the Goods are available for collection; or
 - 10.1.2. in the case of Goods to be delivered otherwise than at the Seller's premises, the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title of the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods.
- 10.3 Until payment has been made to the Seller in accordance with these Conditions and title in the Goods has passed to the Buyer, the Buyer shall be in possession of the Goods as bailee for the Seller and the Buyer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Seller and shall insure the Goods against all reasonable risks.
- 10.4 In the event that the Buyer sells or transfers the Goods to a third party before legal and beneficial title has passed to the Buyer under these Terms and Conditions, the proceeds of such sub-sale or transfer (or such proportion as is due to the Seller) shall be held by the Buyer on behalf of the Seller. The Buyer shall ensure that such moneys are held separately from, and are in no way mixed with, any other moneys or funds, and that all moneys held on the Seller's behalf are identified as such.
- 10.5 If the Goods are manufactured into another form or are used in the process of manufacturing other goods before legal and beneficial title has passed to the Buyer under these Terms and Conditions, the Seller shall acquire legal and beneficial title to the resulting goods, or a proportion of the title thereto equal to the contribution made to the resulting goods by the Goods.
- 10.6 The Buyer may not pledge or in any way charge by way of security for any indebtedness any of the Goods where title remains with the Seller, but if the Buyer does so, all money owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 10.7 The Seller reserves the right to repossess any Goods in which the Seller retains title without notice. The Buyer irrevocably authorizes the Seller to enter the Buyer's premises during normal business hours

for the purpose of repossessing the Goods in which the Seller retains title or inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 10.3.

10.8 The Buyer's right to possession of the Goods in which the Seller maintains legal and beneficial title shall terminate if:

- 10.8.1. the Buyer commits or permits any material breach of its obligations under these Terms and Conditions;
- 10.8.2. the Buyer ceases, or threatens to cease, to carry on all or a substantial part of its business;
- 10.8.3. the Buyer is subject to any of the following insolvency events (each an "**Insolvency Event**"):
 - 10.8.3.1. an order is made, petition presented or resolution passed for the winding up of the Buyer or for the appointment of a liquidator or provisional liquidator to the Buyer;
 - 10.8.3.2. an administrator is appointed in relation to the Buyer, a notice is given or filed with the court of an intention to appoint an administrator, or a petition or application is presented or order made for the appointment of an administrator in respect of the Buyer;
 - 10.8.3.3. a receiver, administrative receiver or manager is appointed, or a notice is given of the appointment of any such person over the whole or part of the Buyer's business or assets;
 - 10.8.3.4. a moratorium is sought or has been granted under the Insolvency Act 1986 in respect of the Buyer;
 - 10.8.3.5. a compromise or arrangement has been proposed, agreed to or sanctioned under Part 26 (Arrangements and Reconstructions) of the Companies Act 2006 or the Insolvency Act 1986, in respect of the Buyer, or an application is made to or filed with the court for permission to convene a meeting to vote on a proposal for any such compromise or arrangement;
 - 10.8.3.6. the Buyer proposes or agrees to a general composition, compromise, assignment or arrangement with any of its creditors;
 - 10.8.3.7. the Buyer is unable to pay its debts within the meaning of the Insolvency Act 1986, or has unsatisfied written demands that have been served on it, or has an unsatisfied judgment or court order against it;
 - 10.8.3.8. the Buyer is or becomes the subject of a bankruptcy petition or order, is declared bankrupt, is served with a statutory demand, takes advantage of any other statutory provision for the relief of insolvent debtors; or
 - 10.8.3.9. the Buyer is, in any jurisdiction, subject to or threatened by any other procedures, steps or proceedings which are analogous to those set out above.

11. Assignment and other dealings

- 11.1 The Seller may assign, transfer, mortgage, charge, subcontract, delegate or deal in any other manner with any or all of its rights or obligations under the Contract or any part of it to any person, firm or company without the prior written consent of the Buyer.
- 11.2 The Buyer shall not be entitled to assign, transfer, mortgage, charge, subcontract, delegate or deal in any other manner with any or all of its rights or obligations under the Contract or any part of it without the prior written consent of the Seller.

12. Defective Goods

- 12.1 Subject to sub-Clause 12.3, if on delivery any of the Goods are defective in any material respect and either the Buyer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as "condition and contents unknown" the Buyer gives written notice of such defect to the Seller within ten (10) Business Days of such delivery, the Seller shall at its option:

- 12.1.1. (at the Seller's option, acting reasonably) repair or replace the defective Goods within twenty (20) Business Days of receiving the Buyer's notice; or
- 12.1.2. refund to the Buyer the price for those Goods (or parts thereof, as appropriate) which are defective,

provided that the Seller shall have no further liability to the Buyer in respect thereof and the Buyer may not reject the Goods if delivery is not refused or notice is not given by the Buyer as set out above.

- 12.2 Subject to sub-Clause 12.3, no Goods may be returned to the Seller without the prior agreement in writing of the Seller. Subject thereto any Goods returned which the Seller is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be repaired or (at the Seller's option) replaced free of charge or, at the Seller's sole discretion the Seller shall refund or credit to the Buyer the price of such defective Goods but the Seller shall have no further liability to the Buyer.

- 12.3 If the Buyer purchases any Goods within six (6) months of the launch of such goods and any of the Goods are defective in any material respect, the Buyer shall have the right to return the Goods or any part of such order within three (3) months of delivery and the Seller shall refund or credit to the Buyer the price of such Goods but the Seller shall have no further liability to the Buyer, provided always that the Buyer exercising such right shall:

- 12.3.1. to the extent practicable, return such goods at its risk and cost; and
- 12.3.2. indemnify the Seller in full against any cost incurred by the Seller in rectifying any deterioration of the Goods caused by incorrect storage or use while in the Buyer's possession.

- 12.4 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any willful damage, negligence, subjection to normal conditions, failure to follow the Seller's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Seller's prior approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.

- 12.5 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all representations, warranties, undertakings, conditions or other terms implied

by statute (including the Sale of Goods Act 1979), common law, custom, course of dealing or usage, including with respect to quality, satisfactory quality, suitability or fitness for any purpose whatsoever of the Goods, are excluded to the fullest extent permitted by law.

- 12.6 The Buyer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Buyer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Buyer is carried out in accordance with directions given by the Seller or any competent governmental or regulatory authority and the Buyer will indemnify the Seller in full against any liability, loss, damage or cost which the Seller might suffer as a result of the Buyer's failure to comply with this condition.

13. Buyer's Default

- 13.1 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- 13.1.1. cancel the order or suspend any further deliveries to the Buyer;
 - 13.1.2. appropriate any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
 - 13.1.3. charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of 3% per annum above the Bank of England base rate from time to time (or at 3% per annum for any period when that base rate is below 0%), until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 13.2 This condition applies if:
- 13.2.1. the Buyer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;
 - 13.2.2. the Buyer is subject to an Insolvency Event;
 - 13.2.3. the Buyer ceases, or threatens to cease, to carry on all or a substantial part of its business; or
 - 13.2.4. the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 13.3 If sub-Clause 13.2 applies then, without prejudice to any other right or remedy available to the Seller, the Seller may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

14. Limitation of Liability

- 14.1 Subject to the provisions of Clauses 7, 8 and 12, the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

- 14.1.1. any breach of the Contract;
 - 14.1.2. any use made (including modifications) or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods;
 - 14.1.3. any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract; and
 - 14.1.4. any claim, counterclaim, action, cause of action, proceeding, suit, demand, right of set-off, dispute, defense, complaint or indemnity of any kind or of any nature whatsoever, whether known or unknown, suspected or unsuspected, and however and whenever arising and in whatever capacity or jurisdiction including arising under or in connection with applicable law, contract, tort, the Contract, or any other manner.
- 14.2 All warranties, conditions and other terms implied by statute (except to the extent expressly stated otherwise in the Contract, including the Sale of Goods Act 1979) or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979, and only in connection with sales to consumers, those conditions implied by the Sale of Goods Act 1979 and Consumer Rights Act 2015 which cannot be excluded by contract), are, to the fullest extent permitted by law, excluded from the Contract, and no usage, custom or course of dealing forms part of or affects the Contract.
- 14.3 Nothing in these Terms and Conditions excludes or limits the liability of the Seller for:
- 14.3.1. death or personal injury caused by the Seller's negligence;
 - 14.3.2. any matter which it would be unlawful for the Seller to exclude or attempt to exclude its liability or applicable remedy; or
 - 14.3.3. fraud or fraudulent misrepresentation.
- 14.4 Subject to sub-Clauses 14.2 and 14.3:
- 14.4.1. the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and
 - 14.4.2. the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of revenue, loss of anticipated saving, loss of sale or business, loss of agreement or contract, loss of production, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for indirect or consequential loss of any kind whatsoever (howsoever caused) or any punitive damages (whether direct or indirect) which arise out of or in connection with the Contract.

15. Confidentiality, Publications and Endorsements

- 15.1 The Buyer will treat as confidential the Contract and all information obtained by the Buyer (verbally or in writing or in disk or electronic form) relating to the business and products of the Seller and will not, by failure to exercise due care or otherwise by any act or omission, use or disclose to any third party, or use or exploit commercially for its own purpose, at any time such information without the Seller's prior written consent, provided that this undertaking shall not apply to the extent such information is in the public domain other than by reason of the Buyer's default, and provided further that the Buyer shall be permitted to make disclosures to:

- 15.1.1. its employees, officers, agents or professional advisers to the extent required to enable the Buyer to carry out its obligations under the Contract; and
- 15.1.2. to the extent required by law, a court of competent jurisdiction or by any regulatory or governmental authority.
- 15.2 The Buyer will neither use, nor authorize or permit any other person to use, any name, trademark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises, note paper, visiting cards, advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorized in writing by the Seller and (where appropriate) its licensor.
- 15.3 The Buyer will ensure compliance with this Clause 15 by its directors, officers, employees, agents and professional advisers to whom it discloses the Seller's confidential information.
- 15.4 The provisions of this Clause 15 shall survive the termination of the Contract.

16. Communications

- 16.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorized signatory of the Party giving the notice.
- 16.2 Notices shall be deemed to have been duly given:
 - 16.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
 - 16.2.2. when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
 - 16.2.3. on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 16.2.4. on the tenth business day following mailing, if mailed by airmail, postage prepaid.
- 16.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party in accordance with these Terms and Conditions.

17. Force Majeure

- 17.1 A Party shall not be liable for any failure or delay in performing its obligations under the Contract, to the extent that such failure or delay results from an act, event or circumstance that is beyond the reasonable control of that Party ("**Force Majeure**"). Provided such test is satisfied, Force Majeure includes:
 - 17.1.1. strike, lockout, other industrial action, riot, civil unrest, disturbances of public order, natural disaster, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action, pandemic, epidemic; or
 - 17.1.2. in the case of the Seller only, power failure, Internet Service Provider failure, machine damage not due to improper maintenance, untimely or improper delivery by the Seller's

suppliers, disruptions in the supply of energy and raw materials, unusual traffic and road conditions and other operational disruptions.

- 17.2 Without prejudice to the provisions of Clause 17.1, nothing herein shall relieve a Party of its obligations to make payments that have become due and payable under the Contract.
- 17.3 If either Party claims to be relieved of its obligations under the Contract on grounds that an act, event or circumstance is Force Majeure, it shall inform the other Party of such event or circumstance. Such Party shall continue to furnish to the other Party such relevant information as is available to it relating to the event or circumstance, from time to time, together with an estimate of the period of time required to overcome such event or circumstance and the efforts being taken to overcome or mitigate the same.

18. Compliance

- 18.1 The Buyer shall comply with all applicable laws and regulations when using, processing and reselling the Goods. In particular, the Buyer is obliged to examine and comply with all U.K., U.S., European and other applicable export control and sanctions regulations. The Buyer shall indemnify the Seller in full against any liability, loss, damage or cost which the Seller might suffer as a result of the Buyer's failure to comply with this condition.
- 18.2 The Buyer shall, at its own expense, submit all necessary notifications and applications and obtain all necessary approvals before exporting any products or technical information received from the Seller.
- 18.3 Each Party warrants to the other Party that it has the power and authority to enter into and perform the Contract, and the provisions of the Contract constitute valid and binding obligations on such Party and are enforceable against such Party, in accordance with its terms.

19. Waiver

- 19.1 The Parties agree that no failure or delay by either Party to enforce the performance of any provision, exercise any right or remedy provided under the Contract shall constitute a waiver of the right or remedy to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. Severance

- 20.1 The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable under the law of any jurisdiction, this shall not affect the legality, validity or enforceability of:
 - 20.1.1. any other provision of these Terms and Conditions or the Contract under the law of that jurisdiction; or
 - 20.1.2. any provision of these Terms and Conditions or the Contract under the law of any other jurisdiction.

21. Survival

- 21.1 The termination of the Contract shall not affect:

21.1.1. any rights or obligations which have accrued or become due prior to the date of the termination; and

21.1.2. the continued existence and validity of the rights and obligations of the Parties under any provision which is expressly or by implication intended to continue in force after termination (together with those Clauses necessary for their interpretation) including this Clause 21 and Clauses 2, 4.5, 12.3.2, 12.6, 14, 15, 16, 18.1, 19, 20, 22, 23 and 24.

22. No Partnership

22.1 Nothing in these Terms and Conditions or the Contract shall constitute any of the Parties a partner of any other, nor shall the execution and implementation of the Contract confer on any Party any power to bind or impose any obligations to any third parties on any other Party or to pledge the credit of any other Party.

23. Third Party Rights

23.1 A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

23.2 The Parties may change any term of, and may rescind, these Term and Conditions and the Contract without the consent of any person who is not party to the Contract.

24. Law and Jurisdiction

24.1 These Terms and Conditions, the Contract and any dispute or claim arising out of or in connection with either the Terms and Conditions or the Contract or their subject matter, existence, validity, termination or enforceability (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

24.2 Any dispute, difference, controversy, proceedings or claim of any kind between the Parties relating to, arising out of or in connection with, these Terms and Conditions or the Contract or its subject matter or formation (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.