

1. Definitions

1.1 In these Conditions the following terms have the following meanings:  
**"Affiliates"**: in relation to the Company, any entity that directly or indirectly controls, is controlled by, or is under common control with the Company from time to time;  
**"Business Day"**: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;  
**"Company"**: Roxtec Limited (company number 05267114) of 1st Floor Power House, Mason Street, Bury, England, BL9 0RH;  
**"Conditions"**: the terms and conditions of sale set out in this document as amended from time to time;  
**"Confidential Information"**: as defined in Condition 18.1;  
**"Confirmed Order"**: as defined in Condition 3.2;  
**"control"**: has the meaning given in section 1124 of the Corporation Tax Act 2010;  
**"Data Protection Laws"**: as defined in Condition 19.1;  
**"Delivery Address"**: the address specified by the Purchaser in the Order;  
**"Digital Solutions"**: as defined in Condition 8.1;  
**"GDPR"**: as defined in Condition 19.1;  
**"Goods"**: the goods detailed in the Order;  
**"Law"**: any statute, regulation, by-law, ordinance, codes of practice or subordinate legislation of any government or governmental authority or body in force from time to time which is applicable to any performance by either party of its obligations under any contract to which these Conditions apply, including the common law and any applicable judgment of a relevant court of law which creates or changes a binding precedent;  
**"Order"**: an order for the Goods and Services, if applicable, placed by the Purchaser, subject to these Conditions;  
**"Purchaser"**: the company, firm or individual who has bought, or agreed to buy the Goods whose details are set out in the Order;  
**"Price"**: the price for the Goods or Services detailed in the Confirmed Order or otherwise calculated in accordance with Condition 4.1 in respect of the Goods and Condition 4.2 in respect of any Services;  
**"Quotation"**: the quotation addressed to the Purchaser by the Company;  
**"Services"**: the services detailed in the Confirmed Order, which may comprise the Training Services and/or the Validation Services;  
**"Site"**: any premises, including but not limited to the Purchaser's own premises, at which the Purchaser requires delivery or collection of the Goods and/or the performance of any Services;  
**"Training Services"**: training of the Purchaser's personnel in the proper installation, use and/or maintenance of the Goods;  
**"Transits"**: frames, combinations of frames, modules, stay plates, wedges and round sealings and their openings.  
**"Validation Services"** validation, inspection and/or supervision of the Goods which shall be carried out by a visual inspection only of the readily accessible features of those goods and provide a "snap-shot" of those goods at the time of performance of the Validation Services.  
**"Warranty Period"** the period (if any) identified as the warranty period in the Confirmed Order, or if no such period is specified 12 months from the date of delivery or collection of the Goods.

1.2 In these Conditions, the headings are included for convenience only; the singular includes the plural and vice versa; references to persons include all legal persons; and any phrase introduced by the terms "including", "include", "in particular" or any similar

expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.3 Save as expressly provided in these Conditions, the provisions of the INCOTERMS 2020 shall not apply.

2. General

2.1 These Conditions apply to all Quotations, Orders and Confirmed Orders.

2.2 These Conditions apply to all Orders, to the exclusion of any other terms that the Purchaser seeks to impose or incorporate including, without limitation, any conditions contained in the Purchaser's purchase order or implied by trade, custom, practice or a course of dealing.

2.3 Each Confirmed Order (incorporating these Conditions) constitutes the entire agreement between the Purchaser and the Company in relation to its subject matter and supersedes all prior agreements, understandings and arrangements whether oral, in writing or arising from a course of dealing.

2.4 The Company reserves the right to modify, amend, or update these Conditions from time to time, without prior notice to the Purchaser, and it is the Purchaser's responsibility to regularly review these Conditions to stay informed of any changes. Placing Orders following any modifications to these Conditions constitutes the Purchaser's acceptance of the Conditions. The most current version of the Conditions will be made available on the Company's official website, with the date of the latest update clearly indicated.

2.5 If there is a conflict between these Conditions and an Order, the terms of the Order shall take precedence but only to the extent that a term is unambiguously and expressly stated to vary these Conditions

3. Placing Orders

3.1 The Purchaser shall request the Goods and Services in writing by issuing an Order.

3.2 An Order constitutes an offer to purchase the Goods and Services by the Purchaser and a Quotation issued by the Company does not constitute an offer to supply. The Order (or any part of it) shall not be deemed binding unless and until it is expressly accepted by the Company, at its discretion, in writing by way of an Order confirmation, at which point the Order shall become binding (a "Confirmed Order"). The Company shall be entitled to reject Orders for any reason, without notice and without any liability to the Purchaser.

3.3 The Company shall perform the Services and deliver the Goods under the Confirmed Order, subject to these Conditions.

3.4 The Orders issued by Purchaser shall, in respect of:  
 (a) Goods, detail the specification, quantity and the Delivery Address or preferred Site for collection; and  
 (b) Services, detail the specification, estimated hours of work required by Company personnel, and the Delivery Address.

3.5 The Company shall include such specification, quantities and an estimated time for delivery in the Confirmed Order.

3.6 Unless otherwise specified in writing, Quotations are valid for 30 days from the date of issue, after which date the Quotation shall automatically be deemed to have been withdrawn and the Company is free to vary any pricing previously provided.

3.7 The Purchaser may not cancel, vary or amend Confirmed Orders without the Company's prior written consent. Should the Purchaser cancel, vary or amend a Confirmed Order in breach of this Condition 3.7, the Company reserves the right to charge the Purchaser all costs arising from and associated with the cancelled or

amended Confirmed Order and, where appropriate and in addition, a reasonable cancellation fee. 5.

#### 4. Prices and Payments

##### Prices

- 4.1 Unless stated otherwise in the Confirmed Order, the Price for the Goods shall be in accordance with [the Company's price list in effect from time to time] and Ex Works (Incoterms 2020), and exclude freight, insurance, carriage and packing charges, specialist equipment, VAT and all applicable taxes and duties, the costs of which shall be determined as at the date of the Company's invoice and shall be payable by the Purchaser.
- 4.2 Unless stated otherwise in the Confirmed Order, the Price of Services shall be calculated on a time and materials basis as follows:
- (a) in accordance with the Company's standard daily fee rates, as notified to the Purchaser from time to time (and calculated on the basis of an eight-hour day from 08:00 to 17:00 with a one-hour break worked on Business Days ("**Working Hours**"));
  - (b) the reasonable documented costs for travel, food, accommodation and other expenses incurred by Company personnel in connection with the Services; and
  - (c) the reasonable costs of any training materials.
- 4.3 The Company shall be entitled to adjust the Prices, whether before or after acceptance of the Order, in the event of any increase howsoever arising in the cost to the Company of supplying the Goods and/or Services.

##### Payments

- 4.4 An invoice for Goods shall be raised on the earlier of the day of dispatch or notification the Goods are ready for collection.
- 4.5 An invoice for the Services will be raised on the earliest date of performance.
- 4.6 The Purchaser shall, unless alternative payment arrangements are specifically agreed between the parties in writing, make full payment in the currency stated on the invoice within 30 days of the date of the invoice. Any banking costs incurred due to payment being in any currency other than sterling will be paid by the Purchaser.
- 4.7 The Purchaser shall not be entitled to make any deductions from the Price in respect of any set-off or counterclaim without the prior written consent of the Company.
- 4.8 The Company may, at its discretion, impose a credit limit for the Purchaser.
- 4.9 Without prejudice to any other right or remedy available to it, the Company may charge interest on any overdue amount at the rate of 4% (four percent) per annum above the base rate of National Westminster Bank plc from time to time in force, and interest shall be compounded at monthly intervals from the due date of payment until payment is made, whether before or after judgment. Time of payment shall be of the essence.
- 4.10 Any failure to pay the Price (or any part of it) and/or any other monies payable by the Purchaser under these Conditions when due will also entitle the Company, without any liability to the Purchaser, to refuse to make delivery of any further consignment of Goods and/or perform any applicable Services under the Confirmed Order or any other contract.

#### 5. Delivery

- 5.1 The Company shall provide the Goods to the Purchaser using one of the following methods:
- (a) Goods delivered by the Company: The Company shall use reasonable efforts to deliver the Goods to the Delivery Address on or before the delivery date specified in the Confirmed Order or otherwise notified to the Purchaser by the Company. Delivery shall be completed when the Goods arrive at the Delivery Address. Delivery will be as is specified by the Incoterm on the Confirmed Order, or if no Incoterm is specified, delivery shall be Ex Works.
  - (b) Goods collected by the Purchaser: The Company shall use reasonable efforts to make the Goods available for collection from the Site at the address stated on the invoice on or before the collection date specified in the Confirmed Order. The Purchaser shall be given twenty four (24) hours' notice of availability of the Goods. The Purchaser must collect the Goods within five (5) Business Days of being given notice of their availability. Collection shall be completed when the Purchaser (or its nominated carrier) lifts the Goods for loading onto its vehicle.
- 5.2 The delivery date provided in any Confirmed Order is an estimate only. The Company will use reasonable endeavours to notify the Purchaser of any delay.
- 5.3 Unless otherwise stated in writing the date for delivery shall be calculated from the date on which the Confirmed Order is communicated to the Purchaser. Time of delivery or of availability for collection shall not be of the essence.
- 5.4 It is the Purchaser's responsibility to prepare for delivery or provide the labour and equipment required for the collection, loading and/or unloading and transportation of the Goods.
- 5.5 The Purchaser shall inspect the Goods on delivery and shall notify the Company in writing within five (5) Business Days of the date of delivery if any of the Goods are damaged or if an incorrect quantity of Goods has been received. Any remarks made on the Company's delivery note or other associated paperwork shall not be considered sufficient notice for the purpose of this Condition 5.5.
- 5.6 Where the Goods are collected, the Purchaser shall inspect the Goods on collection. If any of the Goods are damaged or an incorrect quantity of Goods has been readied for collection, the Purchaser shall notify the Company prior to taking possession of the Goods and the Purchaser shall not take possession of any damaged Goods or excess Goods.
- 5.7 Without prejudice to any other rights or remedies of the Company under these Conditions, if the Purchaser fails to provide all instructions reasonably required by the Company or fails to provide all necessary documents, licences, consents and authorities (which the Purchaser is obliged under these Conditions or by Law to obtain) for forwarding the Goods by the agreed date of delivery or shall otherwise cause or request delay in delivery, the Purchaser shall pay to the Company all storage costs arising from such delay.
- 5.8 If, within five (5) Business Days of the Company's first attempt to make delivery or the first date for collection, the Purchaser has still failed to take delivery of or collect the Goods, the Company shall be entitled to cancel the Confirmed Order.
- 5.9 The Company may make partial deliveries or deliveries by instalments and to determine the route and manner of delivery of the Goods. Each instalment shall be

construed as constituting a separate contract to which all the provisions of these Conditions shall apply. Subsections 32(2) and (3) of the Sale of Goods Act 1979 shall not apply to any Confirmed Order or contract entered into pursuant to these Conditions.

5.10 Any deviations in the delivered Goods from the specification of the Goods in the Confirmed Order will not be a ground for rejecting the Goods and such rejection shall be deemed a repudiation of the contract.

6. **Performance of Services**

6.1 The Company will use reasonable endeavours to perform the Services in accordance with any timescales specified in the Confirmed Order but time of performance shall not be of the essence.

6.2 The Company will perform the Services with reasonable skill and care. The Purchaser's only remedy in the event of breach of this Condition 6.2 will, at the Company's sole discretion, be:

- (i) re-performance of the affected Service; or
- (ii) a refund of the proportion of the Price relating to the affected Services together with any other costs or expenses invoiced by the Company in respect of those Services under Condition 4 (Prices and Payments).

Validation Services

6.3 Where the Services include Validation Services these shall be performed only in relation to Transits provided by the Company and identified in any Confirmed Order and the Company shall have no liability in tort (including negligence), contract or otherwise for any Validation Services that are (whether by error of the Company, lack of information provided by the Purchaser, or any other reason) performed in relation to any other Transits.

Training Services

6.4 No personnel delegated by the Purchaser to receive Training Services shall be evaluated by the Company. The Company makes no representation or warranty that Purchaser personnel attending the Training Services shall become competent to install, inspect or supervise any Goods, simply by virtue of their attendance and, subject to Condition 10.2 only, the Company shall have no liability for any losses caused by incorrect use or installation of the Goods by Purchaser personnel.

7. **Access, Security and Preparation of the Site**

7.1 The Services provided by the Company shall be limited:

- (a) to visual inspections in respect of how Goods have been installed. The Company shall not conduct a detailed investigation or testing of the installation of the Goods and shall only conduct an initial visual inspection that is intended to capture, in a clear and visible manner, Goods that have been improperly installed; and
- (b) demonstrations and instructions to the Purchaser's staff to demonstrate how the Goods should be installed. As the Company does not assess the capability or qualifications of the Purchaser's staff, the Company shall not be responsible for the performance of such staff in the installation of Goods and shall have no liability whatsoever to the Purchaser for incorrect use or installation of the Goods.

7.2 Subject to Condition 7.3 below, and where required for the performance of any Services or delivery and/or collection of any Goods, the Purchaser shall grant the

Company all reasonable access to the Site and to any relevant information.

7.3 Where applicable, the Purchaser shall, at its own expense and prior to allowing access to any Site to any Company personnel pursuant to Condition 7.2, provide any necessary training to the Company's personnel to ensure the Purchaser's compliance with Condition 7.4(a).

7.4 Where the Company's personnel are required to attend a Site or any other premises at the Purchaser's direction for whatever reason:

- (a) the Purchaser shall be wholly responsible for the health and safety of such Company personnel; and
- (b) without prejudice to Condition 6.2, the Company shall have no liability for any damage (except where such damage is due to the Company's own negligence) to tangible property arising in relation to such Site attendance by the Company's personnel.

7.5 The Purchaser shall use best efforts to make all reasonable preparations at the Site for receipt of the Goods or Services including without limitation clearing the Transits of dust, paint or other obstacles and providing necessary apparatus for access (including but not limited to ladders or scaffolding). Prior to the performance of any Validation Services, the Purchaser shall provide complete information on each Transit at the Site, including drawings and confirmation of their exact location.

7.6 Without prejudice to Condition 7.4(a), the Company reserves the right, at any time and without liability to the Purchaser, to suspend the Services where, in the sole opinion of the Company, the Purchaser is in default of or likely to default on its obligations under Condition 7.4(a). In the event of suspension of Services in accordance with this Condition 7.6 and the Purchaser failing to rectify the health and safety risk(s) present at a Site to the Company satisfaction within seven (7) days following notification to do so, the Company reserves the right to cancel the Confirmed Order and shall be entitled to payment for any Services that have been carried out at such time in accordance with these Conditions.

8. **Digital Solutions**

8.1 The Company offers digital tools to help Purchasers save time, increase quality and optimise safety to its sealing solutions. These tools include but are not limited online or stand-alone software for designers; construction quality assurance software; management tools to register and control cable and pipe transit seal systems (such software, together with all its associated features and functionalities, accessed through websites or other user interfaces, such as mobile applications, shall be hereinafter jointly defined as the "**Digital Solutions**").

8.2 The Purchaser acknowledges that the Digital Solutions and all intellectual property rights in the Digital Solutions, whether registered or unregistered, are and shall remain exclusive property the Company.

8.3 The Company shall be responsible for the maintenance and management of the Digital Solutions and the supply of all services related to the Digital Solutions, whether directly or by use of sub-suppliers.

8.4 The Purchaser acknowledges and agrees that the Company may offer the Digital Solutions through any of its Affiliates and that, in addition to the Company, such Affiliates shall be entitled to invoice and collect payments in accordance with Condition 4 of these Conditions for supply of the Digital Solutions to the Purchaser. Such Affiliates shall be entitled to pursue any

claims before competent authorities to collect or to recover any payments due in connection with the purchase of Digital Solutions by the Purchaser.

(iv) any indirect, consequential or special loss or damage, regardless of whether the Company was aware of or could reasonably have anticipated the possibility of such loss or damage.

**9. Risk and Title**

- 9.1 The risk of loss or damage to the Goods will pass to the Purchaser on delivery or on collection, as applicable.
- 9.2 Title to the Goods will pass to the Purchaser when the Company receives payment of the Price and all other sums due to the Company in full and cleared funds. The Company shall be entitled to recover payment for the Goods notwithstanding that ownership remains with the Company.
- 9.3 Unless and until title to the Goods passes to the Purchaser:
  - (a) the Purchaser shall hold the Goods as the Company's fiduciary agent and bailee and shall keep them properly stored, insured and marked as the Company's property (and shall not remove, cover or deface any identification marks applied by the Company);
  - (b) the Purchaser shall not use the Goods (or any of them) as security for any mortgage, debt or charge, or otherwise encumber them;
  - (c) the Purchaser shall be entitled to sell or use the Goods at its own risk in the ordinary course of its business and in its own capacity; and
  - (d) providing that the Goods are still in existence and have not been re-sold or incorporated into other goods, the Company shall, in the event of non-payment, be entitled to require the Purchaser to return the Goods and, if the Purchaser fails to do so, to enter the Site where the Goods are kept to repossess the Goods or relevant parts thereof.
- 9.4 Without prejudice to Condition 8.1 above, the Company may, at its discretion, opt to insure the Goods in its own name up to their full value against all reasonable risks and to invoice the costs of such insurance to the Purchaser in accordance with Condition 4.1. Any insurance monies received pursuant to such insurance cover shall be applied towards replacement or repair of the Goods in the event of loss, damage or destruction.
- 9.5 In addition to any lien over the Goods to which the Company may otherwise be entitled, the Company shall, in the event of the Purchaser being insolvent or failing to pay the Price due under any Confirmed Order with the Company, be entitled to a general lien on all goods of the Purchaser in the Company's possession for the unpaid Price of the Goods sold and delivered to the Purchaser by the Company under any Confirmed Order.

**10. Liability**

- 10.1 Subject to Condition 10.2:
  - (a) the Company's total aggregate liability to the Purchaser arising from or in connection with a Confirmed Order and these Conditions, whether in contract, tort (including, but not limited to, negligence), strict liability or otherwise shall not exceed the total Price paid or payable under such Confirmed Order; and
  - (b) the Company shall in no way be liable to the Purchaser for any costs, claims, losses or expenses arising from or related:
    - (i) loss of profits, goodwill, business opportunity or anticipated savings;
    - (ii) damage to reputation;
    - (iii) losses suffered by third parties; or

- 10.2 Nothing in these Conditions or a Confirmed Order shall exclude or limit the Company's liability for:
  - (a) death or personal injury caused by its negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) damage suffered as a result of the breach of the warranties as to title and quiet enjoyment implied under English law; or
  - (d) any other loss or damage the exclusion or limitation of which is prohibited by English law.
- 10.3 Any specification, descriptions or other information provided by the Company in respect of the Goods does not release Purchaser from the obligation to independently determine the suitability of the Goods for the intended purpose, installation and/or use.
- 10.4 The Purchaser acknowledges and agrees that it is relying on its own skill and judgement regarding the suitability and use of the Goods supplied by the Company. The Company accepts no liability whatsoever for any knowledge or its servants or agents may hold as to the intended purpose for which the Goods are supplied.
- 10.5 Unless expressly stated otherwise in writing, any statements, recommendations and/or advice given by the Company or its employees or agents to the Purchaser or its representatives in respect of the Goods or Services are provided without any expectation of reliance by the Company and shall not give rise to any liability whatsoever on the part of the Company. The Purchaser acknowledges and agrees that in placing an Order, it has not relied upon any statement, representation or promise except as expressly set out in the Confirmed Order or these Conditions.
- 10.6 All warranties, conditions, guarantees and representations that may be implied into these Conditions or a Confirmed Order by statute, common law or otherwise are hereby excluded to the fullest extent permitted by Law.

**11. Indemnities**

- 11.1 The Purchaser shall indemnify and hold the Company harmless in respect of any costs, expenses, losses and/or third party liability that the Company may suffer or incur in connection with:
  - (a) the Goods, where such costs, expenses, losses or liabilities are caused in whole or in part by any act or omission of the Purchaser or Purchaser personnel (whether or not the Purchaser or such personnel has received any Training Services);
  - (b) the condition of the Site and in particular any default by the Purchaser of any of its obligations under Condition 7;
  - (c) re-delivery, collection, storage and/or insurance of the Goods where the Purchaser fails:
    - (i) to take delivery of the Goods or to collect the Goods at such time agreed between the parties; or
    - (ii) to comply with its obligations under Condition 12 (Export Controls); and
  - (d) any repossession or attempted repossession of the Goods in accordance with Condition 9.



**12. Warranty**

12.1 The Company warrants that Goods shall correspond in all material respects with any specification provided by the Company (or such specification otherwise agreed between the Company and Purchaser) and will be free from major defects in material and workmanship for the Warranty Period, provided that:

- (a) any defect that would have been apparent to the Purchaser on reasonable inspection is notified to the Company in writing (together with documentary evidence) within 5 Business Days of delivery;
- (b) all other defects are notified to the Company in writing immediately upon discovery and in any event no less than 48 hours before the expiry of the Warranty Period;
- (c) the Company is given a suitable opportunity to examine the allegedly defective Goods and the Purchaser shall return the Goods to a Site nominated by the Company for such inspection;
- (d) the Company accepts no liability in respect of any defects in Goods arising from or in connection with:
  - (i) the Purchaser's failure to install the Goods in accordance with the manufacturer's guidelines, as provided to the Purchaser upon request;
  - (ii) any drawing, design or specifications supplied by the Purchaser;
  - (iii) fair wear and tear;
  - (iv) wilful damage or negligence by the Purchaser, the Purchaser's personnel or any other persons using the Goods;
  - (v) the condition of the Site, abnormal working conditions or misuse of the Goods;
  - (vi) use of the Goods in conjunction with any similar goods which are not Goods supplied by the Company;
  - (vii) alteration or repair of the Goods not performed by the Company or without the Company's prior written approval; and
  - (viii) the Purchaser's, its personnel's or any other users' failure to follow the Company's instructions and recommendations, whether oral or in writing, including but not limited to non-compliance with the relevant operating instructions, handbooks or manuals provided by the Company or the manufacturer or use of the Goods not in accordance with their specification, if any;
- (e) the Purchaser does not make any further use of such Goods after giving written notice of an alleged defective Goods; and
- (f) the warranty in this Condition 12 does not extend to parts, materials or equipment that are not manufactured by the Company and in respect of such parts, materials or equipment the Purchaser shall only be entitled to the benefit of any warranty or guarantee given by the manufacturer to the Company and which the Company is able to assign to the Purchaser.

12.2 The Purchaser's sole remedy in respect of a breach of this Condition 12 will, at the Company's sole discretion, be: (i) repair or replacement of the defective Goods; or

(ii) a refund of the proportion of the Price relating to the defective Goods together with any other costs or expenses invoiced by the Company in respect of such Goods.

12.3 The Purchaser shall be responsible for the costs of carriage and insurance for returning Goods to the Company for repair and subsequent redelivery to the Purchaser.

12.4 All returns of Goods is subject to the prior written approval Company and may be subject to a reasonable handling fee.

12.5 [Title to any replacement Goods provided by the Company shall transfer to the Purchaser on delivery to or collection by the Purchaser. The Purchaser shall carry out any dismantling of defective Goods and reinstallation of replacement Goods at its own risk and cost.]

**13. Export Controls**

13.1 The Purchaser is solely responsible for all applicable requirements and restrictions imposed by Law, government or other regulatory bodies relating to the transport, import, export or resale of the Goods. It is the Purchaser's obligation to ensure that no Goods are exported or imported in violation of the Laws of any jurisdiction into or through which the Goods are transported during the course of reaching a Delivery Address which is outside the United Kingdom.

13.2 Where the Delivery Address is outside the United Kingdom, all import duties, charges and assessments shall be paid by the Purchaser and the obtaining of any necessary export and import licences in respect of the Goods shall be the sole responsibility of the Purchaser and the Company shall be under no liability whatsoever to the Purchaser in respect of Goods exported without the necessary export and import licences.

13.3 The Company shall not be liable for any failure to perform any obligation under the contract if and to the extent such performance is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

**14. Compliance with Sanction Regime and Export Restrictions**

14.1 The Purchaser shall not, directly or indirectly, sell or otherwise transfer the Goods to any individual or entity (including countries) or sell them in violation of any Sanctions Regimes, as this term is defined in Condition 14.2 below.

14.2 The "Sanctions Regimes" for the purpose of this Condition 14 shall mean all laws and regulations adopted or maintained (now or in the future) by a governmental or inter-governmental authority, including, but not limited to, the United Nations (UN), the United Kingdom (UK), the European Union (EU) and its member states, the United States of America (US) and which are applicable (now or in the future) to the Company or to any of its Affiliates imposing prohibitions or authorisation requirements on any aspect of the Company's business including, but not limited to, the export or re-export of a product due to e.g. a product's nature or contents, or prohibitions or restriction to conduct business with specific individuals and entities or on specific territory identified by the governmental or inter-governmental authorities specified in this Condition 14.2.

14.3 The Purchaser guarantees that neither itself nor any person or entity owning or controlling the Purchaser, or any person in management position or employed by the Purchaser is designated under any Sanctions Regimes, nor engaged in any conduct that would constitute a breach under any Sanctions Regimes.

14.4 The Purchaser shall promptly upon becoming aware inform the Company that the Purchaser, or any of its

- direct or indirect owners, or any of its directors, officers or employees, becomes a person or entity designated under any Sanctions Regimes.
- 14.5 The Company has the right to unilaterally terminate any Confirmed Order upon a written notice with an immediate effect in the event that the performance of any of its obligations under these Conditions would constitute in any jurisdiction a violation either by the Company and/or by any of its Affiliates of the Sanctions Regimes.
- 14.6 The Company shall not be liable to the Purchaser for any losses resulting from the unilateral termination of any Confirmed Order by the Company under Condition 14.5.
- 14.7 The non-compliance of the Purchaser of a provision of this Condition 14 shall constitute a material breach of these Conditions.
- 14.8 The Purchaser shall fully compensate for and hold harmless the Company and its Affiliates against any and all claims, proceedings, actions, enforcement actions including fines and penalties, losses, costs and damages arising out of, or relating to any non-compliance with export control regulations by the Purchaser, and non-compliance with any laws and regulations under the Sanctions Regimes by the Purchaser. The foregoing compensation shall cover any liability as well as any costs and expenses including attorney's fees arising out of such claims and including all such costs incurred in the defence and settlement of such claims. The provisions of this Condition 14.8 shall be unaffected by any completion, termination or cancellation of any Confirmed Order or any part thereof and shall apply notwithstanding any other provisions of these Conditions or any other contract or agreement between the parties.
15. **Intellectual Property Rights**
- 15.1 All intellectual property rights in the Goods (and in any designs, specifications, packaging and promotional and other associated materials of the Goods including but not limited to, the Company's catalogues, brochures and price lists) and any intellectual property arising from the performance of the Services, whether developed by the Company (i) independently of any Confirmed Order with the Purchaser, (ii) in relation to the performance of any such Confirmed Order, or (iii) for the Purchaser's benefit or otherwise shall be and remain the exclusive property of the Company or the relevant manufacturer, as applicable. The Purchaser is granted a limited, non-exclusive right to use such intellectual property rights solely to the extent necessary for the proper use of the Goods or Services in the ordinary course of business. This does not permit the Purchaser to manufacture the Goods or have them manufactured by a third party.
- 15.2 The Purchaser shall notify the Company immediately upon becoming aware of any actual or alleged infringement or claim in connection with or arising from the intellectual property rights in the Goods or Services ("**Infringement Claim**"). The Purchaser shall not make any admission of liability, agreement or compromise in respect of any Infringement Claim and shall be deemed to have given the Company sole authority to avoid, dispute, comprise or defend the Infringement Claim, including but not limited to authority conduct all negotiations and take all necessary proceedings relating to such Infringement Claim, whether in its own name or in the name of the Purchaser.
- 15.3 The Company is entitled to inform third parties that it provides, or has provided, Goods and/or Services to the Purchaser. For this sole purpose, the Purchaser grants the Company a non-exclusive, royalty-free licence to use its corporate name and any logo.
- 15.4 Nothing in these Conditions will be construed as any representation or warranty by the Company that the design, manufacture, use or sale of the Goods or provision of the Services will not infringe any third party intellectual property rights.
16. **Termination**
- 16.1 The Company shall be entitled to terminate a Confirmed Order if a Purchaser: (i) makes an arrangement with or enters into a compromise with its creditors; (ii) becomes the subject of a voluntary arrangement, receivership, administration, liquidation or winding up; (iii) is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or (iv) otherwise becomes insolvent or suffers or is the subject of any distraint, execution, event of insolvency or event of bankruptcy or any similar process or event whether in the United Kingdom or otherwise.
- 16.2 If, after confirming an Order, the Company becomes aware of circumstances that raise doubts about the Purchaser's creditworthiness, or if the Purchaser fails to adhere to the agreed payment terms of any Confirmed Order, the Company may, at its sole discretion, take any of the following actions: (i) declare all outstanding amounts due immediately, (ii) require the Purchaser to provide suitable security or guarantees, or (iii) cancel the Confirmed Order.
- 16.3 Where the Company is entitled to terminate a Confirmed Order, all outstanding elements of the Price shall become immediately due and payable upon termination. The termination of a Confirmed Order shall be without prejudice to any of the Company's rights, remedies and obligations accrued at the date of termination.
17. **Sub-contracting & Assignment**
- 17.1 The Company reserves the right to sub-contract the performance of a Confirmed Order or any part of it.
- 17.2 The Purchaser shall not assign or purport to assign or transfer any Confirmed Order to which these Conditions apply or the benefit thereof to any person whatsoever without the prior written consent of the Company.
18. **Confidentiality**
- 18.1 The Purchaser acknowledges and agrees that the Company has disclosed or may disclose certain technical information and know-how related to its manufacturing methods, Goods and Services, and internal business operations (collectively, the "**Confidential Information**"). This Confidential Information, which may be disclosed directly or indirectly, in writing or orally, through drawings, samples, visual inspections, or other means, includes but is not limited to formulas, designs, test data, samples, measurements, statements, specifications, customer information, business details, pricing, financial information, technical drawings (including those created with Company-owned software), and details of contractual arrangements or other transactions.
- 18.2 The Purchaser shall, from the moment of its first interaction with the Company, being either a Quotation or Order, and for a period of five (5) years following its last Confirmed Order placed with the Company, maintain the Confidential Information in strict confidence and shall not disclose, divulge or communicate the Confidential Information to any person (other than as permitted or contemplated by these Conditions, with the prior written approval of the Company or as may be required by Law) nor use the Confidential Information for any purpose other than receipt of the Goods and Services in accordance with these Conditions.
- 18.3 The Purchaser shall not make use of the Confidential Information or any part of the Confidential Information for the purpose of manufacturing any mechanism or

component being identical or essentially similar to the Goods or any mechanism or component thereof, or for any other commercial or technical purpose.

- 18.4 The restrictions stated in this Condition 18 shall not apply to the extent that the Purchaser can show that the relevant part of the Confidential Information (i) is publicly available through no fault of the Purchaser; (ii) was in the Purchaser's possession prior to the date of disclosure by the Company; or (iii) the Purchaser is authorised to disclose it by any subsequent written agreement between the parties hereto.

19. **Data Protection and Privacy**

- 19.1 In the event that the parties receive any personal data, as defined in the regulation (EU) 2016/679 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, ("GDPR"), ("Personal Data"), each party warrants to comply with applicable legislation protecting the privacy and personal data of natural persons, including in particular the the Data Protection Act 2018, together with the Privacy and Electronic Communications (EC Directive) Regulations 2003 or (as applicable) GDPR (each as amended, updated, superseded or re-enacted from time to time) (collectively the "Data Protection Laws") and that any Personal Data collected, processed and used will be in accordance with the Data Protection Laws.

- 19.2 Each party acknowledges its obligations to control access to and/or exportation of technical data under the applicable export laws and regulations, and each party agrees to adhere to and comply with the laws and regulations with respect to any technical data received pursuant to any Quotation, Order, Confirmed Order or otherwise in accordance with these Conditions.

20. **General**

- 20.1 A waiver of any right or remedy under these Conditions or at Law or in equity is only effective if given in writing and signed by the party waiving such right or remedy and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under these Conditions or by Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. 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.

- 20.2 If a court or other regulatory body finds that any part of these Conditions is invalid or unenforceable, the remainder shall not be affected and shall be construed as if such invalid or unenforceable part did not exist.

- 20.3 Nothing in these Conditions shall confer any right upon any person who is not a party to it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

- 20.4 These Conditions and each Confirmed Order (and any associated non-contractual claims or disputes) shall be governed by and construed in accordance with English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

- 20.5 The United Nations Convention on the International Sale of Goods shall not apply to any Order or contract entered into pursuant to these Conditions.