

WIBE GROUP – TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

The Customer's attention is drawn in particular to the provisions of clause 12 (Limitation of liability).

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

"Additional Delivery Charges" any charges imposed by the Supplier's nominated logistics or delivery provider, or otherwise incurred by the Supplier in connection with any special delivery arrangements required by the Customer, which may include without limitation deliveries to remote or special locations, deliveries to premises which require special lifts or equipment to fulfil the delivery, specific delivery times or windows, or any other special requirement as may be notified by the Supplier to the Customer from time to time.

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

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

"Conditions" these terms and conditions as amended from time to time in accordance with clause 17.10.

"Contract" the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

"Control" has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

"Customer" the person or firm who purchases the Goods and/or Services from the Supplier.

"Deliverables" the deliverables set out in the Order.

"Delivery Location" has the meaning given in clause 4.2.

"Export Deliveries" any delivery by the Supplier to a Customer located outside the United Kingdom.

"Force Majeure Event" has the meaning given to it in clause 15.

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

"Goods Specification" any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier and set out in the Order.

"Intellectual Property Rights" patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Minimum Order Value" is the amount of £150 (one hundred and fifty pounds), being the minimum amount that the Customer shall spend in any Order.

"Order" the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.

"Services" the services, including any Deliverables (if applicable), supplied by the Supplier to the Customer as set out in the Order and which may include the testing, assessment, per-diem or specific time-limited engineering services, installation, commissioning, start-up, configuration, repair and maintenance activities, and any development of application programs, customisation, implementation, training and any other services to be performed by the Seller in connection with the sale of the Goods pursuant to the Contract.

"Standard Domestic Deliveries" any delivery by the Supplier to a Customer located in the United Kingdom and in respect of which there are no Additional Delivery Charges.

"Special Domestic Deliveries" any delivery by the Supplier to a Customer located in the United Kingdom and in respect of which Additional Delivery Charges apply.

"Supplier" Wibe Group UK Ltd registered in England and Wales with company number 13667933.

"Supplier Materials" has the meaning given in clause 7.1.8.

"Third Party Goods" means any Goods supplied to the Customer pursuant to this Agreement that have not been manufactured by the Supplier.

"Warranty Period" has the meaning given in clause 5.1.

Interpretation:

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

A reference to a party includes its personal representatives, successors and permitted assigns.

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

Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A reference to **writing** or **written** includes email.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions. The Customer shall:

2.1.1 ensure that the terms of the Order and any applicable Goods Specification are complete and accurate (including, without limitation, correct product codes) and shall remain bound to purchase any Goods ordered in error; and

2.1.2 ensure that the value of the Order shall meet or exceed the Minimum Order Value.

- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence. The Supplier reserves the right to reject any Order that does not meet the Minimum Order Value.
- 2.3 All Goods are made to order. Once the Contract is formed pursuant to clause 2.2 above, the Customer shall have a binding obligation to purchase the Goods which shall be non-returnable save as expressly permitted in clause 5.1.
- 2.4 Subject to the warranty in clause 5.1 above, Goods that are made to order are non-returnable and the Customer shall take the risk of any defects in the Goods as a result of ordering the incorrect product codes or specifications.
- 2.5 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.7 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.
- 2.8 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.9 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

3. GOODS

- 3.1 The Goods are described in the Supplier's standard marketing materials as updated from time to time or the applicable Goods Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4. DELIVERY OF GOODS

- 4.1 The Supplier shall ensure that:
- 4.1.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable),

- special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 4.1.2 it states clearly on the delivery note any requirement for the Customer to return any packaging material to the Supplier (if applicable). The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 4.2 Unless otherwise specified in the Order:
- 4.2.1 for Standard Domestic Deliveries, the Supplier shall deliver the Goods (at its own cost) to the Customer's nominated delivery address in the United Kingdom, as specified on the Order;
- 4.2.2 for Special Domestic Deliveries, the Supplier shall deliver the Goods (at its own cost, save in respect of any Additional Delivery Charges) to the Customer's nominated delivery address in the United Kingdom, as specified on the Order. The Customer shall be responsible for any Additional Delivery Charges which shall be invoiced to the Customer in addition to the price for the Goods; and
- 4.2.3 for Export Deliveries, the Supplier shall deliver the Goods (FCA Runcorn, Incoterms 2020) (**Delivery Location**), and the Customer shall collect the Goods from the Delivery Location on the date of such delivery.
- 4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Customer fails to take or accept delivery of the Goods, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- 4.5.1 delivery of the Goods shall be deemed to have been completed when the Supplier or its nominated carrier first attempts to deliver them; and
- 4.5.2 the Supplier shall store the Goods until delivery takes place, and may charge the Customer for all costs and expenses incurred by the Supplier in connection with such failed delivery or subsequent attempted deliveries (including, without limitation, storage costs, insurance and additional delivery charges).
- 4.6 If ten (10) Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.
- 4.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. QUALITY OF GOODS

5.1 The Supplier warrants that on delivery, and for a period of 6 months from the date of delivery (**warranty period**), all Goods, other than Third Party Goods, shall:

5.1.1 conform in all material respects with their description and the Goods Specification; and

5.1.2 be free from material defects in design, material and workmanship.

5.2 Subject to clause 5.3, if:

5.2.1 the Customer gives notice in writing to the Supplier during the warranty period within a reasonable time (and, in any event within two weeks of discovery) that some or all of the Goods do not comply with the warranty set out in clause 5.1;

5.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and

5.2.3 the Customer (if asked to do so by the Supplier and within thirty (30) days of such request) returns such Goods to the Supplier's place of business at the Customer's cost,

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

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:

5.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;

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

5.3.3 the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;

5.3.4 the defect arises as a consequence of damage caused to the Goods by improper handling or transportation at any time after delivery has been made in accordance with clause 4;

5.3.5 the Customer alters or repairs (or permits any third party to alter or repair) such Goods without the written consent of the Supplier;

5.3.6 the defect arises as a result of cosmetic scratches, decolouring, fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

5.3.7 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 The warranty does not cover the Supplier's travel expenses, labour, transportation of the Goods, expenses relating to identifying or inspecting the defective Goods on site, or for the removal, dismantling and reassembling the Goods in their environment.

- 5.5 Except as provided in clause 5.2 (which shall be the Customer's exclusive remedy), and subject to clause 12.2, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 5.7 For the purpose of this clause 5, Goods shall mean all Goods except Third Party Goods. The Supplier provides no warranty in respect of Third Party Goods which are supplied to the Customer on an "as is" basis. Title and risk
- 5.8 The risk in the Goods shall pass to the Customer on completion of delivery in accordance with clause 4 above.
- 5.9 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cleared funds) for the Goods.
- 5.10 Until title to the Goods has passed to the Customer, the Customer shall:
- 5.10.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 5.10.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 5.10.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
 - 5.10.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.4; and
 - 5.10.5 give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - 5.10.5.1 the Goods; and
 - 5.10.5.2 the ongoing financial position of the Customer.
- 5.11 If the Goods are modified or incorporated into other goods, the Supplier shall have a lien on the modified Goods, or the goods in which the Goods have been incorporated until payment in full (in cleared funds) is received.
- 5.12 At any time before title to the Goods passes to the Customer, the Supplier may require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 5.13 This clause 5 will survive termination of the Contract.

6. SUPPLY OF SERVICES

- 6.1 The Supplier shall supply the Services to the Customer in accordance with the Order in all material respects.
- 6.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

- 6.3 The Supplier reserves the right to amend the Services, or their method of performance, if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 6.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill to be expected of similarly qualified personnel experienced in providing services similar to the Services and in accordance with generally accepted industry standards.

7. CUSTOMER'S OBLIGATIONS

- 7.1 The Customer shall:
- 7.1.1 ensure that the terms of the Order are complete and accurate;
 - 7.1.2 co-operate with the Supplier in all matters relating to the Services;
 - 7.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - 7.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 7.1.5 prepare the Customer's premises for the supply of the Services;
 - 7.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 7.1.7 comply with all applicable laws, including health and safety laws; and
 - 7.1.8 keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- 7.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 7.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 7.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 7.2; and
 - 7.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

8. CHARGES AND PAYMENT

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

8.2 The charges for the Services shall be as set out in the Order. The Supplier reserves the right to:

8.2.1 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

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

8.2.1.2 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods; and

8.3 In respect of Goods, the Supplier shall invoice the Customer for the total price of the Goods on or at any time after dispatch of the Goods. In respect of Services, the Supplier shall invoice the Customer on completion of the Services.

8.4 Unless otherwise agreed by the Supplier in writing, the Customer shall pay each invoice submitted by the Supplier:

8.4.1 within 30 days of the date of the invoice; and

8.4.2 in full and in cleared funds to a bank account nominated in writing by the Supplier, and

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

8.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

8.6 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 13:

8.6.1 all outstanding charges due from the Customer shall become immediately due and payable;

8.6.2 the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.6 will accrue each day at 4% a year above Barclays' base rate from time to time, but at 4% a year for any period when that base rate is below 0%; and

8.6.3 the Customer shall pay the Supplier a fixed debt collection fee of forty pounds (£40) per invoice. If the debt collection costs actually incurred by the Supplier exceed the amount referred to in this clause 8.6.3, the Supplier reserves the right to claim additional damages from the Customer.

8.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding. To the extent that any deduction or withholding of tax is required by

law, the sums payable by the Customer to the Supplier shall be increased to the extent necessary to ensure that the Supplier receives a net amount equal to the sum that would have been received by the Supplier had such deduction or withholding not been made. The Customer shall provide the Supplier with proof of any lawful requirement for deduction or withholding of tax.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights in or arising out of or in the Goods or in connection with the Services (other than, in respect of the provision of the Services by the Supplier, any Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.
- 9.2 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to use any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.
- 9.3 This clause 10 shall survive termination of the Contract.

10. CONFIDENTIALITY

- 10.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five (5) years after termination or expiry of the Contract, 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 of companies to which the other party belongs, except with the written consent of the disclosing party or as otherwise permitted by clause 10.2.
- 10.2 Each party may disclose the other party's confidential information:
- 10.2.1 to its employees, officers, representatives, contractors or subcontracts 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 clause 10; and
- 10.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 Each party shall retain ownership of its own confidential information and 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.
- 10.4 This clause 10 shall survive termination of the Contract.

11. ENVIRONMENTAL REGULATIONS

- 11.1 The party possessing the waste is responsible for the removal and disposal of such waste.
- 11.2 In respect of waste electrical and electronic equipment ("WEEE") for the purposes of the Waste Electrical and Electronic Equipment Regulations 2013 (SI 2013/3113), the organisational and financial responsibility for the collection, removal, disposal, processing and recycling of waste is the responsibility of the Customer and the Customer hereby accepts full liability in respect of the same.

12. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

12.1 The restrictions on liability in this clause 12 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

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

12.2.1 death or personal injury caused by negligence;

12.2.2 fraud or fraudulent misrepresentation; and

12.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.3 Subject to clause 12.2, the Supplier's total liability to the Customer shall not exceed the total sums paid or payable for Goods and/or Services as set out in the Order.

12.4 The following types of loss are wholly excluded:

12.4.1 loss of profits;

12.4.2 loss of sales or business;

12.4.3 loss of agreements or contracts;

12.4.4 loss of anticipated savings;

12.4.5 loss of use or corruption of software, data or information;

12.4.6 loss of or damage to goodwill; and

12.4.7 indirect or consequential loss.

12.5 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 6. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.6 This clause 11 shall survive termination of the Contract.

13. TERMINATION

13.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

13.1.1 the other party commits a material breach of its obligations under the Contract (which shall include, without limitation, a Customer Default) and (if such breach is remediable) fails to remedy that breach within thirty (30) days after receipt of notice in writing to do so;

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

- 13.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 13.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 13.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
 - 13.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or .
 - 13.2.2 there is a change of Control of the Customer.
- 13.3 The Customer should be aware that any failure to pay any amount due under the Contract, or any late payment of the same, may also negatively impact the Customer's credit score.
- 13.4 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

14. CONSEQUENCES OF TERMINATION

- 14.1 On termination of the Contract:
 - 14.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 14.1.2 the Customer shall return all of the Supplier Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 14.2 Within ten (10) days of the date of termination or expiry of the Contract each party will return to the other party and cease to use all confidential information of the other party, provided that each party may retain any confidential information it is required to keep in order to comply with applicable law or to use for insurance, accounting or tax purposes.
- 14.3 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 14.4 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

15. FORCE MAJEURE

- 15.1 With the exception of the Customer's requirement to comply with its payment obligations, neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**).

- 15.2 The Customer acknowledges that the Goods or parts thereof are produced in, or otherwise sourced from, or will be installed in areas that continue to be affected by, or that may be affected in future by, Covid-19 or any subsequent epidemic/pandemic and that there may consequently be stoppages, hindrances or delays in the Supplier's (or its subcontractors') capacity to produce, deliver, install or service the Goods, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or implemented by the Supplier as a measure to protect the health and safety of the Supplier's employees, agents and/or subcontractors. The Customer therefore recognises that such circumstances shall be considered a Force Majeure Event for the purposes of this Contract.
- 15.3 If either party becomes subject to a Force Majeure Event, it shall notify the other party as soon as reasonably practicable.
- 15.4 In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed .
- 15.5 If the period of delay or non-performance continues for three (3) months, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

16. ANTI-BRIBERY AND CORRUPTION

16.1 The parties will:

- 16.1.1 comply with all applicable laws and regulations relating to anti-bribery and anti-corruption (including the Bribery Act 2010 and Foreign Corrupt Practices Act 1977) and maintain adequate policies and procedures designed to ensure such compliance by itself, its personnel and its sub-contractors;
- 16.1.2 will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; and
- 16.1.3 the Customer will promptly report to the Supplier any offer, request or demand for undue financial or other advantage received in connection with these terms and conditions.

17. GENERAL

17.1 Assignment and other dealings

- 17.1.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 17.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

17.2 Non-solicitation

- 17.2.1 Neither party shall, during the term of this Contract and for one (1) year following termination or expiry, solicit or hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the supply of Services delivered under this Contract, without the other party's prior written consent.

17.3 Press Releases

- 17.3.1 The Customer shall not issue any press release concerning the Order or the terms of this Contract without the Supplier's written consent.
- 17.3.2 The Supplier may identify the Customer as a client of the Supplier, and may use the Customer's name and logo in a release or announcement regarding the award of this Contract. The Supplier may generally describe the nature of the Services in its promotional materials, presentations, case studies, qualification statements and proposals to current or prospective clients.
- 17.4 **Notices.**
- 17.4.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
- 17.4.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 17.4.1.2 sent by email to the Customer's key account manager as stated on the Order.
- 17.4.2 If the Customer requires technical support, purchase order support or has a general enquiry, it should contact the Supplier using the following email addresses:
- 17.4.2.1 Technical support: support@mita.co.uk;
- 17.4.2.2 Purchase order support: order@mita.co.uk; and
- 17.4.2.3 General inquiries and quotation requests: inquiry@mita.co.uk
- 17.4.3 Any notice or communication shall be deemed to have been received:
- 17.4.3.1 if delivered by hand, at the time the notice is left at the proper address;
- 17.4.3.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 17.4.3.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 17.4.3.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 17.4.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 17.6 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract 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.

- 17.7 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 17.8 **Entire agreement.**
- 17.8.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.8.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 17.8.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 17.9 **Third party rights.**
- 17.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.10 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 17.11 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 17.12 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.