



DOSIS UK STANDARD CONDITIONS OF SUPPLY

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England.

Commencement Date: has the meaning given in clause 2.2.

Company: DOSIS UK Limited registered in England and Wales with company number 12243800.

Conditions: these terms and conditions as amended from time to time in accordance with clause 17.8.

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

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

Delivery Location: has the meaning given in clause 4.1.

Force Majeure Event: has the meaning given to it in clause 16.

Goods: the goods (or any part of them) set out in the Order (whether Mechanical Goods or Non-Mechanical Goods) .

Goods Specification: any specification for the Goods agreed in writing by the Customer and the Supplier.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, 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 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.

Mechanical Goods: means Goods of a capital nature such as machinery or electronic equipment.

Non-Mechanical Goods: means any Goods which are not Mechanical Goods.

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

Order Acknowledgement: the document issued by the Supplier in response to the Order.

Services: the services supplied by the Supplier to the Customer as set out in the Order.

Service Specification: the description or specification for the Services provided in writing by the Supplier to the Customer.

Supplier: DOSIS UK Limited registered in England and Wales with company number 12243800.

1.2 Interpretation:

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

(b) A reference to a party includes its successors and permitted assigns.

(c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(d) 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.

(e) A reference to writing or written includes email.

"Conditions" means (a) the quotation/order/acceptance forms (if the Customer's order is accepted by the Company) and (b) the Company's Standard conditions of supply as set out (or referred to) in this document, and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Company and the Customer; "Contract" means the contract for the sale and purchase of the Goods, "Delivery" means the date on which risk passes in accordance with the terms of Condition 8; "**Warranty Period**" means the period of one year (on equipments and not consumables) from the Delivery Date of the Goods or the first 1000 hours of use of the Goods (whichever shall first occur). "Writing" includes telex, cable, facsimile transmission, and letter.

2. BASIS OF THE SALE

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

2.2 The Order shall only be deemed to be accepted when the Supplier issues an Order Acknowledgement, at which point and on which date the Contract shall come into existence (Commencement Date). The Supplier shall not be required to accept Orders, and any acceptance shall be at our sole discretion.

2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or descriptions of the Services contained in the Supplier's brochures or on the Supplier's website 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 or have any contractual force. Any typographical, clerical, or other error or omission in any sales literature, quotation, price list, acceptance of order, invoice, or other document or information used by the Company shall be subject to correction without any liability on the part of the Company.

2.4 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 trade, custom, practice or course of dealing.

2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue, unless stated otherwise

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2.7 The Supplier does not acknowledge any implied right of cancellation and reserves the right to make such charges as it considers reasonable if, (without prejudice to the foregoing) it accepts in writing that any Order may be cancelled in whole or in part. No cancellation will, under any circumstances, be accepted by the Supplier where Goods have been ordered which are not standard inventory or are custom supplies, or if the Goods have already been despatched to the Customer at the date of the proposed cancellation.

2.8 The Company's quotation is a quotation only for the Goods actually specified. The Company does not accept that any obligations are to be implied from those expressed.

2.9 If any part of these conditions shall be found to be unreasonable, invalid, or unlawful under any statute or rule of law pertaining thereto, the Court or any other competent tribunal shall have the power to strike or over-ride that part, whether it be an entire Condition or Conditions, or some part or parts thereof, to the extent that it be so found and no further, and the remainder of these Conditions shall not be affected thereby.

3. PRICE OF GOODS

3.1 Subject as mentioned in 3.2 below, the price of the Goods shall be the Company's quotation price or where no such price has been quoted (or the quoted price is no longer valid), the price listed in the Company's published price list or other literature current at the date of acceptance of the Customer's order.



- 3.2 Unless the quotation and/or acceptance of order is endorsed "fixed price" the Company reserves the right to increase the price of the Goods to reflect any increase in cost to the Company which is due to any circumstances beyond the Company's control (such as without limitation on the aforesaid, any alteration of duties, significant increase in the cost of labour, materials, or other cost of manufacture, or currency fluctuations)
- 3.3 The cost of delivery (including carriage, packing, insurance, and off-loading of the Goods) shall be payable by the Customer in addition to the price for the Goods at the same time as the Customer shall be liable to pay the price of the Goods.
- 3.4 The price is exclusive of any applicable Value Added Tax, or other duties which may become applicable which the Customer shall be additionally liable to pay to the Company.

4. TERMS OF PAYMENT

- 4.1 The time of payment of the price shall be of the essence of the Contract.
- 4.2 The price for Goods:
- (a) shall be the price set out in the Order Acknowledgement; and
- (b) shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, unless otherwise agreed, and which shall be invoiced to the Customer.
- 4.3 The charges for Services shall be the charges set out in the Order Acknowledgement or, if no charges are quoted, the charges for the Services shall be calculated on a time and materials basis:
- (a) the charges shall be calculated in accordance with the Supplier's daily fee rates, as set out in its current price list at the date of the Contract;
- (b) the Supplier's daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;
- (c) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 4.4 The Supplier may agree, at its sole discretion, to offer credit terms to the Customer, which the Supplier shall be entitled to revoke at any time. The Customer shall pay each invoice submitted by the Supplier within 30 days of the date of the invoice, unless specifically agreed otherwise.
- If the Customer fails to make any payment on the due date, then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- (a) Cancel the contract or suspend any further deliveries to the Customer.
- (b) Repossess the Goods in the manner stipulated in Condition 8.5 herein and resell the Goods in the manner stipulated in Condition 8.4 herein
- (c) appropriate any payment by the Customer to any debt due from the Customer to the Company however long-standing as the Company may in its absolute discretion think fit notwithstanding any purported appropriation by the Customer
- (d) Charge the Customer interest (both before and after any judgement) on the amount unpaid at the rate of 2% per month of four weeks calculated on the total balance outstanding at the end of each four-week period and pro ratas for any broken period until payment in full has been completed.
- 4.5 In respect of Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services.
- 4.6 The Customer shall pay each invoice in full and in cleared funds to a bank account nominated in writing by the Supplier.
- 4.7 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.
- 4.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. DELIVERY OF GOODS

- 5.1 The Supplier shall deliver the Goods to the location set out in the Order Acknowledgement or such other location as the parties may agree (Delivery Location).
- 5.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 5.3 Any dates quoted for delivery of the Goods are estimates, approximate only, and the time of delivery is not of the essence, and in no circumstances shall the Company be liable for any delay or performance however arising. 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.
- 5.4 If the Customer fails to accept delivery of the Goods within five Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the fifth Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
- (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 5.5 If ten Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted 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, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 5.6 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.

6. RETURN OF GOODS

- 6.1 Goods ordered incorrectly by the Customer will not be accepted for return by the Supplier unless prior approval has been given by the Supplier, such approval to be given at the sole discretion of the Supplier and, if given, may be subject to a payment by the Customer to cover the Supplier's costs.

7. QUALITY OF GOODS

- 7.1 The Supplier warrants that on delivery, the Goods shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 7.2 The Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:
- (a) the Customer gives notice in writing within 90 days that some or all of the Goods do not comply with the warranty set out in clause 7.1;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost.
- 7.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 7 if:
- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 7.2;



- (b) 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;
- (c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- (f) the Goods differ from their description or any applicable the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

- 7.4 Except as provided in this clause 7, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 7.1.
- 7.5 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 7.6 The Customer must notify the Company within seven days of delivery of any Goods which have been damaged in transit, otherwise the Supplier shall not be liable to repair, replace or refund the price of the damaged Goods.

8 QUANTITIES AND SHORTAGES

- 8.1 If the Customer notifies the Company in Writing received by the Company within 14 days of the delivery date of the Goods of any shortages and the Company is satisfied that such shortages occurred before despatch then the Company will make good the shortages at its own cost within such time as may be reasonable for the Company having regard to its own commitments or, at the option of the Company, reduce the price by the price of the Goods not delivered. In no other circumstances shall the Company be liable for any shortages, nor shall the Customer be entitled to any other relief in respect of shortages.
- 8.2 In the event of non-delivery due to Goods being lost following despatch from the Company, and before receipt by the Customer, then advice to this effect must be received by the Company not later than 10 days following posting of the Company's invoice for the Goods.

9 EXTENT OF OBLIGATIONS OF LIABILITIES AND OF REMEDIES

The terms and provisions, restrictions conditions and exclusions contained in the Company's standard warranty document, are incorporated into the Contract, and are binding on the Company and Customer as if set out in full herein.

10. RISK AND TITLE

- 10.1 The risk in the Goods shall pass to the Customer (notwithstanding that the property may not have passed to him) on the earlier of the following:
 - (a) Where the Company and the Customer agree that the Goods are to be delivered otherwise than at the Company's premises. in the case of delivery by post as soon as the Goods are placed in the postal system or, in the case of delivery by any other form of carriage, as soon as the Goods are received by the carrier, or
 - (b) If the Customer wrongfully fails to take delivery of the Goods when the company has tendered delivery of the Goods.
- 10.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions, the **Property in the Goods** shall not pass to the Customer until the Company has received in cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Company to the Customer for which payment is then due.
- 10.3 Until payment of the price as aforesaid, the Customer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods separate from those of the Customer and third parties and safely stored, protected, and insured and identified as the Company's property. Until that time the Customer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to the Company for the proceeds of sale or otherwise of the Goods, whether tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the Customer and third parties.
- 10.4 Until such time that the property in the Goods passes to the Customer or if Condition 14.1 applies to the Customer (and provided the Goods are still in existence and have not been resold) the Company shall (without prejudice to any other available rights and remedies of the Company) be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, the Company may by its servants or agents enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- 10.5 If the Company repossess the Goods, it may resell the same. If the proceeds of the resale exceed the amount of the Customers indebtedness to the Company, however arising and including damages for breach of any contract or duty, the Company shall account to the Customer for each surplus.
- 10.6 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company and if the Customer does so, all monies owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.
- 10.7 The benefit and/or proceeds of any dealings with the Goods by the Customer in contravention of the Company's rights shall be paid by the Customer into a separate bank account in the name of the Company.
- 10.8 The Company shall have a general lien over all property of the Customer in possession of the Company for all debts from such Customer howsoever and wherever arising.

11. INSTALLATION AND COMMISSIONING

Where it is stated on the face of the quotation/acceptance of order that the Company shall carry out any installation and/or commissioning work, the same shall be carried out subject to the terms, provisions, restrictions, conditions, and exclusions contained in the Company's standard installation/commissioning document.

12. CUSTOMER'S OBLIGATIONS

- 12.1 The Customer shall:
 - (a) ensure that the terms of the Order and, if relevant, any information it provides in the Service Specification and the Goods Specification are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) provide the Supplier with such information 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;
 - (d) 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;
 - (e) if the Supplier is required to perform any Services at the Customer's premises, shall ensure that those premises are safe and that the Supplier is notified of any health and safety requirements which are applicable;
 - (f) comply with any additional obligations as set out in the Service Specification and the Goods Specification.
- 12.2 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):
 - (a) 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;



(b) 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 12.2; and

(c) 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.

13. FORCE MAJEURE

13.1 The Company shall not be liable to the Customer or deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform any of the Company's obligations in relation to the Goods, if the delay or failure is due to any cause beyond the Company's control.

13.2 Should the performance by the Company of any of its obligations under the Contract be prevented hindered or delayed by or in consequence of any action referred to in Condition 13.1 above, the Company shall be entitled at any time, on notice to the Customer, to make partial deliveries only or to determine the Contract without liability and without prejudice in any case to rights which have already accrued to the Company in respect of deliveries already made.

14. INSOLVENCY OF THE CUSTOMER

14.1 This condition applies if:

(a) the Customer makes any voluntary arrangement with its creditors or becomes subject to any administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of bonafide amalgamations or reconstruction) or

(b) any resolution or petition to wind up the Customer's business shall be passed or presented otherwise than for a bonafide amalgamation or reconstruction or

(c) the Customer ceases, or threatens to cease, to carry on business or

(d) the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

14.2 If Condition 14.1 above applies then without prejudice to any other rights or remedy available to the Company, the Contract shall be deemed to be cancelled in accordance with condition below, and the Company shall be entitled to suspend further deliveries under the Contract without any liability to the Customer, 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.

15. DEEMED CANCELLATION AND CANCELLATION

15.1 If the Customer shall make default in or commit any breach of its obligations to the Company or if condition 14.1 above applies to the customer or to a partner of the Customer, the Customer shall be deemed to have cancelled the Contract and any other contract then subsisting between it and the Company. The following provisions shall apply to such cancellation, which shall take effect without prejudice to the Company's accrued rights and existing remedies against the Customer.

15.2 If any order for Goods given by the Customer shall be cancelled or deemed to be cancelled by the Customer after acceptance of order by the Company for any reason otherwise than as herein permitted, the Company shall be entitled to recover from the Customer as liquidated damages the cost the Company of any goods, works or materials expended in the execution and in preparation for the execution of the Contract and further in every case the profit which the Company might reasonably have made on the Contract, but the Company shall give credit for the amount of any such costs (but not profit) recovered in respect of the same goods or materials by virtue of any other contract and for the amount of any deposit recovered from the Customer. Such sum ascertained as aforesaid shall be certified by the auditors to the Company and their certificate shall be final.

15.3 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than two months' written notice.

15.4 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:

(a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 21 days after receipt of notice in writing to do so;

(b) 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), 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;

(c) 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

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

15.5 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 the Customer fails to pay any amount due under the Contract on the due date for payment.

15.6 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 15.4(b) to clause 15.4(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

15.7 On termination of the Contract:

(a) 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;

(b) the Customer shall return all of the Supplier's 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.

15.8 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

15.9 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

16. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

17. CONFIDENTIALITY

17.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 17.2.

17.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 17; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.



- 17.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
18. **LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 18.1 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) 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).
- 18.2 Subject to clause 18.1, the Supplier's total liability to the Customer in respect of all breaches of duty occurring within any contract year shall not exceed the cap.
- 18.3 In clause 18.2:
- (a) **cap.** The cap is the greater of £100,000 and one hundred per cent (100%) of the total charges in the contract year in which the breaches occurred;
 - (b) **contract year.** A contract year means a 12-month period commencing with the Commencement Date or any anniversary of it;
 - (c) **total charges.** The total charges means all sums paid by the Customer and all sums payable under the Contract in respect of goods and services actually supplied by the Supplier, whether or not invoiced to the Customer; and
 - (d) **total liability.** The Supplier's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 18.4 Subject to clause 18.1, the following types of loss are wholly excluded:
- (a) Loss of profits.
 - (b) Loss of sales or business.
 - (c) Loss of agreements or contracts.
 - (d) Loss of anticipated savings.
 - (e) Loss of use or corruption of software, data or information.
 - (f) Loss of or damage to goodwill.
 - (g) Indirect or consequential loss.
- 18.5 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 7. 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 this agreement.
- 18.6 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 18.7 This clause 18 shall survive termination of the Contract.
19. **GENERAL**
- 19.1 **Assignment and other dealings**
- (a) 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.
 - (b) 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.
- 19.2 **Notices.**
- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be 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 sent by email to the address specified by either party from time to time.
 - (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (ii) 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; and
 - (iii) if sent by email, at the time of transmission; but
 - (iv) if deemed receipt under the previous paragraphs of this clause 19.2 would occur outside business hours (meaning 9.00 am to 5.00 pm Monday to Thursday, and 9.00am to 2.00 pm on Fridays, on a day that is not a public holiday), then at 9.00 am on the day when business next starts.
 - (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 19.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 19.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.5 **Entire agreement.**
- (a) 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.
 - (b) 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 or negligent misrepresentation based on any statement in the Contract.
 - (c) Nothing in this clause shall limit or exclude any liability for fraud.
- 19.6 **Third parties rights.** 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.
- 19.7 **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).



- 19.8 **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.
- 19.9 **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. Any dispute between the Company and the Customer arising in any way in connection with the Contract between them shall be determined in the first place in the manner, if any, provided in these Conditions for the resolution of such disputes; in any other case by reference to arbitration under the provisions of the Arbitration Acts 1950 - 79 and under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules, and the award of such arbitrator or arbitrators shall be a condition precedent to either party to sue the other except for an action by the Company for debts due from the Customer.



STANDARD WARRANTY DOCUMENT

EXTENT OF OBLIGATIONS, OF LIABILITIES AND OF REMEDIES

- 1.1 The expressions "the Company", "the Customer", "Goods", "Conditions", "Contract", "Delivery Date", "Warranty Period" and "Writing" shall be defined in accordance with the provisions of Condition 1 of the Company's standard conditions of supply.
- 1.2 Any advice or recommendation given by the Company or its servants or agents to the Customer or its servants or agents as to the storage application or use of the Goods which is not confirmed in Writing by the Company is followed or acted upon entirely at the Customer's own risk, and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
2. The Customer shall be responsible to the Company for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Customer and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
3. The description of Goods appears on the face of the quotation/acceptance of order; where Goods are described by reference to a part number which appears in the Company's standard catalogue, the Goods shall be deemed to comply with the Contract if the same comply with the Company's specification (current as at the Delivery Date) for goods sold under such part number.
4. If the Goods are to be manufactured or any process is to be applied to the Goods by the Company in accordance with a specification submitted by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the Company's use of that specification.
5. Where the Goods are to be supplied to the Company's specification, the Company reserves the right to make any changes in the specification which are required to conform with any applicable safety or other statutory requirements, and which do not materially affect the quality or performance of the Goods.
6. and judgement as to the suitability for any purpose of the Goods to be supplied by the Company.
7. Subject as expressly provided in these Conditions, and other than where the Customer is dealing as a consumer (as defined by the Unfair Contract Terms Act 1977), all conditions, Warranties or other terms in respect of the Goods, whether express or implied by common law or by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 or any other statute or otherwise howsoever are excluded to the fullest extent permitted by law save that the Company warrants as follows:
 - (1) the Goods correspond with their description as defined in 3. above and
 - (2) that in relation to the mechanical and electrical components in the Goods the Company warrants that such components shall (provided the Goods are subjected to normal usage only and subject to the conditions and exclusions referred to in 9. and 10. below) remain free of defects (other than those resulting from fair wear and tear) for the Warranty Period.
8. In no case shall the Company be under any liability as aforesaid where the Customer fails to observe and follow the steps set out in 8.1 - 8.3 below:
 - (1) Forthwith upon becoming aware of any alleged defect, the Customer shall notify the Company in writing of such alleged defects in the Goods, the nature thereof and the respect in which the Company is alleged to be in breach of contract or duty.
 - (2) The Company shall be afforded reasonable opportunity to inspect and to test the Goods; where the Company so requests, the Customer shall return the Goods (at the Customer's expense) to the Company's premises.
 - (3) Within a reasonable time after carrying out such inspections and tests as are considered necessary by the Directors of the Company; the Company shall inform the Customer in writing EITHER that it rejects the complaint entirely; OR that it offers an allowance against the price paid or to be paid in respect of the allegedly defective Goods; OR that it offers to replace allegedly defective Goods; OR that it offers to replace allegedly defective Goods; or to return; or credit the price paid or to be paid in respect of those Goods, subject to those Goods (where the same have not been returned to the Company pursuant to 8.2 being returned to the Company within a stated time at the Customer's risk and expense.
 - (4) Within 10 days of receipt of the Company's notification the Customer shall inform the Company whether it accepts the Company's decision or not. If not the Company and the Customer shall then be deemed to be in dispute.
 - (5) Where pursuant to 8.3 additional goods are to be supplied the same shall be treated as being supplied under 5 new contract subject to the Company's standard terms and conditions.
9. Except in respect of (a) death or personal injury caused by the Company's negligence, and (b) liability for breach of the obligations arising from Section 12 of the Sale of Goods Act 1979 and Section 8 of the Supply of Goods (Implied Terms) Act 1973, and save as aforesaid:
 - (1) The Company shall be under no liability whatsoever for any breach of contract whether of an express or an implied term howsoever arising and whether amounting to a repudiatory or fundamental breach or not, and whether tortious or not, nor for any act of negligence whether in contract, tort or otherwise.
 - (2) the Company shall not be liable to the Customer by reason of any representation, or any implied warranty condition or term, or any duty at common law, or under the express terms of the Contract for any consequential loss or damage (whether for loss of profit or otherwise) costs, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the supply of Goods or their use or resale by the Customer nor for any other loss, damage or payments (except such as may be expressly provided for in this standard warranty document or any other Conditions) and in no event whatsoever shall the Company's liability exceed the Contract price of the Goods.
10. The requirements and recommendations of the Company relating to the fitting and/or installation servicing inspection testing and use of any Goods must be strictly adhered to. Where particular materials, operating temperatures or pressures, or other operating or general instructions are specified or referred to in the quotation and/or acceptance of order, these must be strictly adhered to. Without prejudice to the generality of the foregoing, the Company shall be under no liability whatever for or in respect of any damage or loss arising directly or indirectly from the failure to comply with or adhere to the provisions contained or referred to in this paragraph 10.
11. THE CUSTOMER SHOULD INSURE AGAINST ALL RISKS OF LOSS OR DAMAGE (WHETHER DIRECT INDIRECT, CONSEQUENTIAL OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE SUPPLY OF GOODS.