

## TERMS & CONDITIONS OF SALE

### 1. DEFINITIONS AND INTERPRETATION

- a. "Associated Persons" means any person performing services for or on behalf of a party, including but not limited to subsidiaries, employees, agents, distributors and contractors;
- "Commencement Date" has the meaning given to it in the Order Acknowledgement;
- "Component" means, without limitation and in relation to any Goods, any part (or whole), component, assembly, product, or firmware or software module that is a constituent of the Goods in question;
- "Delivery" means the time at which making available of the Goods is deemed to occur;
- "Discontinuation Date" means the date on which the Components are rendered discontinued or obsolete by the Company;
- "Goods" means those goods supplied by the Company;
- "Order" means each separate Purchaser order for the supply of Goods and/or Services by the Company issued in accordance with the Purchase Order Guidance;
- "Order Acknowledgement" means Company's written acceptance of the Purchaser's written Order";
- "Price" means the price of the Goods or the Services and any other charges specified;
- "Purchaser" means the person who buys or has agreed to buy the Goods;
- "Sanctioned Party" means any person or entity performing services for or on behalf of a party, including but not limited to subsidiaries, employees, agents, distributors and contractors, for which there are particular prohibitions or restrictions relating to the exercise of commercial activities as determined by either the UK Government, the European Union, the United Nations Security Council or the United States of America;
- "Services" means those services provided by the Company set out in the Order Acknowledgement; and
- "Trade Restrictions" means any applicable export controls, trade or economic sanctions, embargoes or similar laws, regulations, rules, licences, orders or requirements including, without limitation those of the UN, UK, U.S. and the EU.
- In this Agreement:
- b. references to a party mean Company or Purchaser as the context requires, and references to a third party mean any person other than a party;
- c. references to clauses are to clauses in these Standard Terms;
- d. any words following the words "include", "includes", "including", or any similar words or expressions, are construed without limitation and do not limit the meaning of the words preceding them;
- e. headings are included for convenience only and do not affect the construction of this Agreement; and
- f. if there is any conflict, ambiguity or inconsistency between any provisions in this Agreement, to interpret and determine the construction of this Agreement, the order of precedence in descending order is as follows: (i) Application Form (ii) Standard Terms; (iii) Purchase Order Guidance; and (iv) Order.

### 2. CONTRACT FORMATION

- a. The Order constitutes an offer by the Purchaser to purchase Goods and Services from the Company on these Standard Terms.
- b. A contract for the supply of Goods and Services by the Company to the Purchaser on these Standard Terms will be formed when the Company accepts the Order by issuing an Order Acknowledgement to the Purchaser or (if earlier) the Company supplies the Goods or Services to the Purchaser. The Company is under no obligation to accept an Order.
- c. These Standard Terms are the only terms and conditions on which the Company will supply Goods and Services to the Purchaser and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Purchaser purports to apply under any Order, purchase order, confirmation of order or similar document (whether or not such document is referred to in the Agreement) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
- d. Delivery or commencement of the performance of the Services will be deemed conclusive evidence of the Purchaser's acceptance of these Standard Terms.

### 3. PRICE AND PAYMENT

- a. The Purchaser will pay the Prices to the Company in accordance with this clause 3.
- b. Depending on the method of Delivery and where set out in the Order Acknowledgement, the Prices may be exclusive of packaging, insurance, carriage and delivery costs and expenses and, in such case, these may be payable by the Purchaser in addition to the Prices.
- c. Any sum payable under the Agreement is exclusive of VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time.
- d. The Company will be entitled to vary the Prices at any time by giving written notice to the Purchaser.
- e. Quotations issued by the Company are not offers and are subject to withdrawal at any time by the Company.
- f. Unless otherwise agreed in writing between both parties, the Company will invoice the Purchaser for the Prices and any packaging, insurance, carriage, delivery costs or expenses payable by the Purchaser at the end of each month.
- g. Each invoice will be payable in full by the Purchaser within 30 days of the last day of the month in which the invoice was issued. Payments will be made in the currency stated on the Company's invoice in available cleared funds by electronic transfer to such bank account as the Company may nominate from time to time.
- h. Should payments not be made in accordance with clause 3g then (a) the total sum owed by the Purchaser to the Company under any Agreement will become due for payment; and (b) the Company shall be entitled to statutory interest at the rate of 6% above the applicable base rate of the Bank of England on all sums from the date that payment fell due until the date payment is received.
- i. If the Purchaser fails to make any payment due to the Company under the Agreement or any other contract between the Purchaser and the Company within 10 days after the due date, the Company will be entitled to withhold further Deliveries of Goods and to suspend or terminate provision of the Services until that payment has been made (whether the Goods/Services under the Agreement or whether the Goods/Services under any other contract).
- j. Save as otherwise expressly provided in these Standard Terms or required by law, all payments to be made by the Purchaser to the Company under the Agreement will be made in full and without any set-off or any deduction or withholding including on account of any counter-claim unless the deduction or withholding is required by law. If any deduction or withholding is required by law, the Purchaser

shall pay to the Company such sum as will, after the deduction or withholding has been made, leave the Company with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

#### 4. DELIVERY

- a. Unless otherwise agreed in writing the Delivery of the Goods shall be made ex works by the Company, making the Goods available for collection by the Purchaser.
- b. The Company shall upon the Purchaser's request and at the expense and risk of the Purchaser arrange carriage of the Goods to the location specified in the Order and despatch from the Company works shall be deemed to be Delivered to the Purchaser.
- c. The Company will use reasonable endeavours to dispatch the Goods on the date set out in the Order Acknowledgement. Any times quoted for Delivery are estimates only and the Company shall not be liable for failure to Deliver within the time quoted. Time of Delivery shall not be of the essence.
- d. If the Purchaser does not receive the Goods within a reasonable time following the estimated dispatch date set out in the Order, the Purchaser shall immediately inform the Company in writing.
- e. Unless otherwise agreed in writing, the Company shall be entitled to make partial Deliveries or Deliveries by instalments and the terms and conditions herein contained shall apply to each partial Delivery as a separate contract.
- f. If Delivery occurs but the Purchaser fails to accept Delivery of the Goods or to give the Company adequate Delivery instructions so that the Company is unable to Deliver the Goods, the Company will be entitled to:
  - (i) store or arrange for storage of the Goods until the Purchaser accepts Delivery of them or they are disposed of under clause 4f(i) (as applicable) and to take such action as it considers necessary to attempt to re-Deliver the Goods to the address specified in the Order;
  - (ii) treat the Agreement as repudiated by the Purchaser and dispose of the Goods in any way it sees fit and recover the full Price from the Purchaser; and
  - (iii) charge the Purchaser for all costs and expenses which the Company incurs under clauses 4f(i) and 4f(ii).

#### 5. RISK AND PROPERTY

- a. The Goods shall remain the property of the Company until their full Price has been received by the Company and all other sums which are or become due from the Purchaser on any account with the Company have been received by the Company.
- b. Risk of damage to or loss of the Goods will pass to the Purchaser on Delivery.
- c. Until title to the Goods passes to the Purchaser the Purchaser must:
  - (i) store them at its own cost on its premises separately from any other goods and in a manner which makes them readily identifiable as the Goods of the Company;
  - (ii) not destroy, deface or obscure any identifying mark or packaging of the Goods;
  - (iii) maintain the Goods in a satisfactory condition insured on the Company's behalf for their full Price against all risks; and
  - (iv) hold the proceeds of insurance referred to in clause 5c(v)(iii) on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn account.
  - (v) allow access to count and verify Goods pertain to clause 5d. The Purchaser's right to possession, use and resale of the Goods will terminate immediately if, before ownership of the Goods passes to the Purchaser:
    - i. the Purchaser becomes (or threatens to become) insolvent;
    - ii. the Company gives the Purchaser written notice that it has any reasonable concerns regarding the financial standing of the Purchaser;
    - iii. the Purchaser fails to pay any sum due to the Company under the Agreement on or before the due date;
    - iv. the Purchaser encumbers or in any way charges any of the Goods; or
    - v. the Agreement expires or terminates for any reason.
- d. If the Purchaser's right to possession, use and resale of the Goods terminates in accordance with clause 5e, the Company will be entitled to issue the Purchaser with a credit note for all or any part of the Price of the Goods together with the value added tax thereon.
- e. The Company may, so as to discharge any overdue payment under the Agreement recover or resell the Goods.
- f. The Company shall be entitled without notice to enter the Purchaser's premises or such other premises where the Goods are stored.
- g. If the Goods are sold by the Purchaser before payment for them has been made, any such sale shall be a sale of the Company's property on the Purchaser's own behalf and the Purchaser deals as principal when making such a sale.
- h. For all export sales, the Purchaser must promptly provide Company with satisfactory details and documentary evidence detailing the proposed export of such sale.

#### 6. OBSOLESCENCE

- a. Should any Components be discontinued by the Company or become obsolete within [three (3)] years of the Purchaser's purchase, the Company shall use reasonable commercial efforts to notify the Purchaser in writing at least [twelve (12)] months before the Discontinuation Date, and detail the:
  - (i) Discontinuation Date;
  - (ii) list of Components whose availability will cease after the Discontinuation Date; and
  - (iii) cost of replacing the discontinued or obsolete Components (the "**Discontinuation Notice**").
- b. The Purchaser may purchase any Components, detailed within the Discontinuation Notice as becoming obsolete or discontinued, by placing a non-cancellable last buy order ("Last Buy Order") following receipt of the Discontinuation Notice until the Discontinuation Date ("Last Buy Period") provided that the Company can deliver the ordered Components within [three (3)] months of the Discontinuation Date.
- c. Notwithstanding clause 7.a, any discontinued or obsolete Components will be subject to the warranty terms set out in clauses 7.i and 7.j.

#### 7. WARRANTY AND DEFECTS

- a. The Company warrants that subject to clause 7b any Goods manufactured by the Company shall be free from defects in materials and workmanship for a period of three (3) years from the date of purchase.
- b. The Company shall not be liable under the warranty set out in clause 7a (or any other warranty, condition or guarantee) if:
  - (i) the total Price for the Goods or Services has not been paid by the due date for payment; or
  - (ii) the damage or defect to the Goods or Services results from improper installation or connection of the Goods or Services (unless the Company carried out the installation and connection), or

- (iii) the damage or defect arises from fair wear and tear, accident, wilful damage, negligence, improper storage, abnormal working conditions, insufficient or excessive electrical supply, failure to follow the Company's instructions (whether oral or written), misuse or alteration or repair of the Goods or Services without the Company's prior approval.
- c. This warranty excludes third party software, and in respect of parts, materials, or equipment not manufactured by the Company, including but not limited to, emergency lighting products, radio based products and third party manufactured detectors the Purchaser shall be entitled to a warranty period of one (1) year from the date of purchase in respect of any defect and is based upon the benefit of any such warranty or guarantee as is given by the manufacturer to the Company and which the Company is entitled to and able to assign to the Purchaser. The warranty does not extend to expendable materials.
- d. Any claim by the Purchaser which, following the Purchaser's inspection of the Goods or Services upon delivery, is based on any potential defect in the quality or condition of the Goods or Services must (whether or not Delivery is refused by the Purchaser) be notified to the Company in writing within seven days from the date of Delivery or, where the defect or failure was not apparent on reasonable inspection, within a reasonable time after discovery of the defect or failure.
- e. As soon as possible after discovery of any potential defect, the Purchaser shall follow our RMA process and contact our Technical Support Team [tech@advancedco.com](mailto:tech@advancedco.com) for a diagnostic assessment. Return of any potentially defective Goods or Services to the Company is at the Purchaser's cost for examination. If, upon completion of such examination, the Company's conclusion is that the Goods or Services are not defective, the Purchaser shall pay the Company's reasonable costs of undertaking the examination.
- f. In no event shall the Purchaser be entitled to reject the Goods or Services on the basis of any defect or failure which is so slight that it would be unreasonable for the Purchaser to reject them.
- g. If the Purchaser does not notify claims in accordance with clauses 7d and 7e then:-
  - (i) the Purchaser shall not be entitled to reject the Goods or Services; and
  - (ii) the Company shall have no liability for such defect or failure; and
  - (iii) the Purchaser shall be bound to pay the full Price for the Goods or Services.
- h. In the event the Purchaser has a valid claim which has been notified to the Company pursuant to clause 7d and 7e, the Company shall be entitled to repair or replace the Goods (or the part or element in question) free of charge, re-perform the relevant Services free of charge or, at the Company's option, refund to the Purchaser the Price of the Goods or Services (or a proportionate part of the Price), but the Company shall have no further liability to the Purchaser.
- i. If the Purchaser makes a claim in relation to a discontinued or obsolete Component after the Discontinuation Date on the basis of the warranty given by the Company at clause 7a, the Company may at its own discretion repair or replace the defective Component but will have no further liability to deliver, repair or replace any discontinued or obsolete Component, including any related spare part or accessory after the Discontinuation Date.
- j. If the Purchaser makes a warranty claim within the Last Buy Period, and the defective Component is repaired or replaced, the remainder of the original warranty period, detailed at clause 7a, will continue subject to clause i.

## 8. SOFTWARE

- a. Where the Company supplies software to the Purchaser, the following additional conditions shall apply:
  - (i) The Company licenses the Purchaser on a non-exclusive basis to use the software for its own business purposes at its own premises or, where the Purchaser is purchasing the software for installation at another end user's premises, to grant a single sublicense of that software to the end user on the terms set out in this clause 8.
  - (ii) The Purchaser shall not own the copyright or other intellectual property rights in the software or in any proprietary information it may contain. The Purchaser's rights to use the software are as specified in these terms and the Company retains all rights not expressly granted in them.
  - (iii) The software may not be sub-licensed, copied, sold, distributed, reproduced, incorporated into other software or otherwise used without our prior written consent, except that it may be backed up for normal security purposes. The Purchaser may not rent, lend or lease the software.
  - (iv) The Purchaser may not adapt, modify, decompile or disassemble the software.
  - (v) The Company gives no representations or warranties or other terms relating to the software or its performance and all conditions and warranties implied by law are excluded to the fullest extent permitted by law. Without limiting the above the Company does not warrant that software operations will be error free or uninterrupted.
  - (vi) Although all reasonable care has been taken to ensure that the software is error or virus free, no warranty can be given to that effect and the Purchaser should, before using the software, take all precautions which it considers appropriate.

## 9. PROVISION OF SERVICES

- a. The Company warrants that:-
  - (i) any on-site Services will be provided with reasonable care and skill by appropriately trained personnel; and
  - (ii) it shall perform the Services in accordance with all applicable laws and regulations relating to the performance of the Services.
- b. The Company will use reasonable endeavours to provide any Services set out in the Order Acknowledgement for the period set out in the Order Acknowledgement. Any performance dates given by the Company are estimates only.
- c. The Purchaser shall afford to the Company's authorised personnel (at such time as the parties shall agree in advance) such access to the Purchaser's premises in accordance with the Purchaser's security policies from time to time in force (but not necessarily sole access) as may be necessary for the performance of the Services by the Company.
- d. The Company shall take reasonable care to ensure that in the execution of its obligations under this Agreement neither it nor any sub-contractor nor any personnel of any of them unnecessarily interferes with the operations of the Purchaser or its employees, agents and sub-contractors.

## 10. INTELLECTUAL PROPERTY

- a. Nothing in the Agreement will operate to transfer to the Purchaser or to grant to the Purchaser any licence or other right to use any of the Company's intellectual property rights.

## 11. GOODS PURCHASED FOR RESALE

- a. In respect of any Goods which are purchased by the Purchaser, the Purchaser shall not apply its own trade or other marks to the Goods or their packaging without the written consent of the Company.
- b. In respect of any Goods which are purchased by the Purchaser, the Purchaser shall not alter or interfere with the Goods and shall comply with all applicable legislative and other requirements and standards and the Company's instructions in relation to the storage,

handling and safety of the Goods. The Purchaser shall indemnify and keep indemnified the Company against any and all loss, damage, claims, costs and expenses suffered or incurred by the Company arising from any failure by the Purchaser to comply with this condition.

## 12. TRADE RESTRICTIONS

- a. The Purchaser hereby acknowledges and agrees that the supply of the Goods and/or Services may be subject to Trade Restrictions.
- b. The Company reserves the right to carry out screening and background checks on the Purchaser prior to the supply of the Goods and/or Services and at any time during the performance of the Agreement. The Purchaser shall provide all assistance to the Company that the Company reasonably requires in relation to such checks.
- c. The Purchaser is solely responsible for complying with and shall not do anything which would cause the Company to be in breach of, Trade Restrictions. In particular, the Purchaser warrants and represents that it:
  - (i) is not, and is not owned or controlled by a Sanctioned Party;
  - (ii) will not use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the Goods and/or Services, directly or indirectly, to: (i) any country, territory, or destination with which the Company, as a matter of policy, does not conduct business (including but without limitation to Iran, Syria, Sudan, Cuba, Crimea & Sevastopol and North Korea, and any other territory subject to comprehensive Trade Restrictions from time to time); (ii) any other territory to which the supply of the Goods and/or Services would be restricted or prohibited under Trade Restrictions (subject to the Purchaser obtaining any and all licences and/or approvals required to make such a supply); or (iii) any Sanctioned Party (or any party owned or controlled by a Sanctioned Party). ; and
  - (iii) will obtain and maintain any required export licence or other governmental approval and complete such formalities as may be required under Trade Restrictions in order to use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the Goods and/or Services.
  - (iv) will not put the Goods and/or Services, in their entirety or in part, to any use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or the development, production, maintenance or storage of missiles capable of delivering such weapons or to any military end-use in violation of any applicable embargo (including, but not limited to, embargoes maintained by the EU, UK, OSCE and/or UN). In addition, the Purchaser shall not sell, resell, supply, export, re-export, transfer, divert, distribute or dispose of the Goods and/or Services to any third party where the Purchaser knows or has grounds for suspecting that the Goods and/or Services are or may be intended for one of the uses specified in this clause 12(iv).
- d. In addition to any other remedy available to the Company, the Purchaser shall indemnify, keep indemnified and hold harmless (on a full indemnity basis) the Company and its affiliates, officers and personnel against any and all direct or indirect liabilities, claims, demands, damages, losses or expenses (including legal and other professional advisers' fees and disbursements), interest and penalties suffered or incurred as a result of any breach of this clause 12. The Company reserves the right to terminate the Agreement immediately upon written notice and without penalty in the event of such breach.
- e. The Company shall not be obliged to perform any obligation under the Agreement and shall have the right to terminate the Agreement, without being liable for any damages or costs of any kind, if in its sole discretion it reasonably believes that such performance in full or in part would place it in violation of any Trade Restrictions (including, for the avoidance of doubt, if such violation would be the result of any delay to, or refusal of, the grant of any licence required under Trade Restrictions).
- f. Nothing in this clause 12 shall require either party to act in any way contrary to any blocking or antiboycott laws with jurisdiction over such party's operations, including (if applicable) the Anti-Foreign Sanctions Law of the People's Republic of China.

## 13. LIMITATION OF LIABILITY

- a. The following sets out the Company's entire financial liability (including any liability for the acts or omissions of its employees, agents or subcontractors) to the Purchaser in respect of any breach of this Agreement and any representation, statement, act or omission (including negligence) arising under or in connection with this Agreement and in respect of any contemplated performance or lack of performance.
- b. Subject to clause 7a, all warranties, conditions or other terms implied by statute, common law or trade usage are excluded to the fullest extent permitted by law but this exclusion does not apply to any implied condition that the Company has the right to sell the Goods or when ownership is to pass or where the Goods are sold to a person dealing as a consumer, any implied term relating to the conformity of the Goods with their description or sample or as to their quality or fitness for a particular purpose.
- c. Nothing in this clause 13 excludes or limits the Company's liability for death or personal injury caused by negligence or for fraudulent misrepresentation.
- d. Subject to clauses 12b and 12c: -
  - (i) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the a sum that is equal to 100% of the Price payable under the Order for the Order under which the liability arises; and
  - (ii) the Company shall not be liable to the Purchaser for:-
    - i. any loss of profit, loss of anticipated savings, loss of margin, loss of production, loss of business, loss of opportunity, depletion of goodwill, depletion of reputation; and
    - ii. any indirect loss, damage, costs or expenses whatsoever in each case which arise out of or in connection with the Agreement.

## 14. FORCE MAJEURE

The Company shall not be liable for any loss, damage or claims of any kind for non-performance in whole or part of its obligations under the Agreement due to causes beyond control of either the Company, or of the Company's suppliers including, but not limited to war (whether an actual declaration thereof is made or not), sabotage, insurrection or other act of civil disobedience, acts of the Purchaser or a third party, failure or delay in transportation, acts of any government or any agency or subdivision thereof, government regulations, judicial actions, labour disputes, strikes, embargoes, illness, epidemic, accident, theft, malicious damage, fire, explosion, flood, extreme weather condition, tempest or other acts of God, delay in delivery to the Company or the Company's suppliers or shortage of labour, fuel, raw materials or machinery or technical failure. In any such event, the Company may, without liability, cancel or vary the terms of the Agreement including, but not limited to, extending the time for performing the Agreement for a period of at least equal to the time lost by reason of such an event.

## 15. CANCELLATION AND DELAY

- a. If the Purchaser breaches any of its obligations under this Agreement or the Company, at its absolute discretion, considers that the Purchaser is not able to meet its liabilities under the Agreement, the Company may, without prejudice to any other rights it may have, cancel any outstanding Order or suspend any Deliveries of any of the Goods unless the Purchaser makes such payment for any of the Goods or Services ordered as the Company may require.
- b. If any Order is so cancelled or suspended by the Company, the Purchaser shall indemnify the Company on demand, against all losses (including loss of profit), costs (including the costs of labour, materials used and overheads incurred), damages, charges and expenses arising out of the Order and the cancellation or suspension thereof (the Company giving credit for the value of any such materials sold or utilised for other purposes).
- c. The Purchaser does not have the right to cancel an Order. If the Purchaser wishes to cancel an Order, the Purchaser will notify the Company in writing and the Company will decide in its sole discretion whether or not to accept the Purchaser's requested cancellation. If the Company accepts the Purchaser's requested cancellation of an Order, the Purchaser must pay cancellation costs to be determined by the Company.

## 16. DEFAULT AND TERMINATION

- a. If any of the events specified in clause 15b occurs all monies accrued owing under the Agreement shall become immediately due and payable and the Company shall be entitled at any time thereafter to terminate the Agreement and any other Agreement between the Company and the Purchaser immediately by written notice and/or suspend further Deliveries of Goods or Service that are the subject of any or all such contracts.
- b. The events related to in clause 15a are:
  - (i) the Purchaser makes default in or commits a breach of the Agreement;
  - (ii) any distress or execution is levied upon the Purchaser's property or assets;
  - (iii) the Purchaser makes or offers or proposes to make any arrangement or composition with its creditors, any resolution or petition to wind up the Purchaser is passed or presented, any petition for an administration order in respect of the Purchaser is presented, a petition for a bankruptcy order is made against the Purchaser, or a receiver or manager of the Purchaser's undertaking, property or assets or any part thereof is appointed; or
  - (iv) the Purchaser fails to provide any letter of credit, bill of exchange or other security requested by the Company.
- c. If the Purchaser makes a default in any payment under the Agreement or commits an act of bankruptcy, or being a company with limited liability, enters into liquidation (not being a liquidation merely for the purpose of re-arrangement or re-construction), or suffers a receiver to be appointed, the Company may if it so desires, at any time during the continuance of the Agreement suspend or cancel further Deliveries under the Agreement and remove such part of the contract work as shall have become the property of the Purchaser under the Agreement, and the Purchaser hereby irrevocably authorises the Company to enter into and upon the premises of the Purchaser for the purpose of removing any part of the contract work under the provision of this clause.

## 17. INDEMNITY

The Purchaser shall comply with all instructions of the Company and all legislation in relation to the use, processing, storage and sale of the Goods and shall indemnify the Company against any cost, claim, demand, expenses or liability which the Company may incur, arising out of, or in connection with such use, processing, storage or sale.

## 18. CONFIDENTIALITY

- a. 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 ("Confidential Information") except as permitted by clause 18b.
- b. Each party may disclose the other party's Confidential Information:
  - (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. 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 18; and
  - (ii) as may be required by applicable law, a court of competent jurisdiction or any governmental or regulatory authority.
- c. 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 Agreement.

## 19. NOTICES

Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if sent or delivered to the party concerned at its address specified on the order form or such other address as that party may from time to time notify in writing and shall be deemed to have been served, if sent by post, 48 hours after posting.

## 20. ASSIGNMENT AND SUBCONTRACTING

- a. The Purchaser shall not assign or transfer or purport to assign or transfer the Agreement or the benefit thereof to any other person.
- b. The Company may assign or subcontract the Agreement or any part of it and may dispose of or deal in any manner with any of its rights or beneficial interests under it.

## 21. GOODS RETURNED

The Company will not accept any Goods returned unless agreed in advance with the Company. The Company will not accept debit notes and reserves the right to return the Goods to the Purchaser or make a 25% (minimum of £250) re-stocking charge after the Goods have been accepted.

## 22. GENERAL

- a. If any term of the Agreement is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Agreement and this will not affect the remainder of the Agreement which will continue in full force and effect.
- b. No variation to the Agreement will be effective unless it is in writing and signed by a duly authorised representative on behalf of the Company.
- c. Nothing in the Agreement and no action taken by the parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

- d. Each party agrees that it is an independent contractor and is entering into the Agreement as principal and not as agent for or for the benefit of any other person.
- e. The Company's employees, agents and sub-contractors will be entitled to enforce clause 13 subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of the Agreement. Otherwise the parties do not intend that any term of the Agreement will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.
- f. The parties may vary or rescind the Agreement without the consent of the Company's employees, agents or sub-contractors.
- g. The Company's rights and remedies set out in this clause are in addition to and not exclusive of any rights and remedies provided by law.

**23. APPLICABLE LAW AND JURISDICTION**

The Agreement shall be governed by and construed in all respects in accordance with English law and the Purchaser shall submit to the exclusive jurisdiction of the English courts in respect of all matters or disputes arising in connection with the Agreement.

**24. COMPLIANCE**

The Purchaser will:

- a. Comply with all applicable laws, regulations codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to:
  - (i) Local and national laws in the territories in which it operates.
  - (ii) The UK Bribery Act 2010.
  - (iii) The US Foreign Corrupt Practices Act 1977
  - (iv) The UN Convention Against Corruption
- b. Comply with the Halma plc Group Code of Conduct relating to bribery and corruption which may be found on the Halma website ([www.halma.com](http://www.halma.com)).
- c. Have in place its own policies and procedures to ensure compliance with this clause.
- d. Ensure that all parties with which it is associated or who are providing goods or services in connection with this Agreement or governed by its terms (including subcontractors, agents, consultants and other intermediaries) are aware of and comply with the requirements of this clause.
- e. Maintain complete and accurate records of all transactions and payments related to this Agreement and, on reasonable request, disclose details of those transactions and payments to the Company.
- f. On reasonable request confirm in writing to the Company that it has complied with the requirements of this clause and, if so requested, allow the Company to verify this compliance by way of an audit of its records.
- g. Immediately inform the Company if it suspects or becomes aware of any breach of this clause by one of its employees, subcontractors, agents, consultants or other intermediaries and provide detailed information about the breach.
- h. The Purchaser shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the UK Modern Slavery Act 2015 and will not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015.
- i. The Purchaser shall (and shall procure that its Associated Persons shall) comply with all applicable taxation laws and shall not commit an offence consisting of the evasion of tax, or the facilitation of tax evasion by another person.
- j. The Purchaser will indemnify, keep indemnified and hold harmless (on a full indemnity basis) the Company against all costs, expenses and losses that the Company incurs or suffers as a result of any breach by the Purchaser of any of its obligations under this clause. This indemnity will not apply to any fine levied on the Company as a result of the Company's criminal liability.
- k. If the Purchaser breaches this clause the Company shall have the right to terminate this Agreement without notice and with immediate effect and will be in no way liable to the Purchaser in respect of such termination for payment of damages or any other form of compensation.