

TO BE RETAINED BY APPLICANT

QF 240 STANDARD TERMS AND CONDITIONS OF SALE OF GOODS AND SERVICES (BUSINESS TO BUSINESS) Oct 16, Revision 1

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| 1 | <u>Definitions and Interpretation</u> | reference to persons includes an individual, company, corporation, firm or partnership and reference to the singular include the plural and vice versa as the context admits or requires. |
| 1.1 | In these Conditions the following words have the following meanings: | |
| | "Change of Control" means that a person who had controlled any person ceases to do so, or another person acquires Control of such a person; | 1.3 Headings are for ease of reference only and shall not affect the construction of these Conditions. |
| | "Company" means the entity identified as the supplier of the Goods and/or Services on the acknowledgement of order and who is a Group Company of Survitec Group Limited; | 2 <u>Basis of Contract</u> |
| | "Confidential Information" means secret or confidential commercial, financial, marketing, technical or other information, know-how, trade secrets and other information in any form or medium whether disclosed orally or in writing before or after the date of this Contract, together with any reproductions of such information in any form or medium or any part(s) of this information (and "confidential" means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publicly available); | 2.1 Subject to any variation under Condition 2.2 the Contract will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document whatsoever and whenever). |
| | "Contract" means any order and acknowledgment of order between the Company and the Customer for the sale of Goods and/or provision of Services, incorporating these Conditions; | 2.2 Any variation to these Conditions and any representations about the Goods or Services shall have no effect unless such variation is expressly agreed in writing by the Company, refers specifically to the Contract and is executed by a duly authorised representative of the Company. |
| | "Control" means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares or power, ability to appoint directors, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly; | 2.3 Any quotation or estimate made by the Company (including without limitation any quotation or estimate provided in a company catalogue, company brochure or internet website) is given subject to these Conditions. Without prejudice to the Company's right not to accept an order, quotations and/or estimates that are expressly given by the Company to the Customer shall be valid for 14 days from date of issue. |
| | "Customer" means the person(s), firm or company identified as the customer on the acknowledgment of order who purchases the Goods and/or Services from the Company; | 2.4 Each order for Goods or Services submitted by the Customer to the Company shall be deemed to be an offer by the Customer to purchase Goods or Services subject to these Conditions |
| | "Force Majeure" means any event outside the reasonable control of either party preventing it from performing any of its obligations under this Contract including any, Act of God, fire, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, strikes, lock-outs or other industrial action, whether of the affected party's own employees or others, default or delays of suppliers or sub-contractors, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services; | 2.5 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company commences performance of the Services or commences manufacture of the Goods (in whole or in part, or whether by the Company or a third party). Any order shall be accepted entirely at the discretion of the Company. |
| | "Goods" means any goods set out in the acknowledgment of order to be supplied to the Customer by the Company (including any part or parts of them); | 2.6 It is the Customer's obligation to ensure that the terms of its order and any applicable design, drawings, specification and any other data (whether or not supplied by the Company or the Customer) in relation to the Goods and/or Services are complete and accurate. |
| | "Group Company" means any subsidiary or holding company of the company in question and any subsidiary of such holding company (in each case from time to time) and the terms "subsidiary" and "holding company" shall have the meanings given to them by Section 1159 Companies Act 2006; | 2.7 The Company reserves the right without liability to the Customer to make any changes in the specification of the Goods or Services which are required to conform with any applicable statutory or EC requirements or which do not materially affect the quality or performance of the Goods or Services. |
| | "Inco terms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce 2010; | 2.8 The Customer can only cancel an order (or any part of an order) which the Company has already accepted, with the Company's prior written agreement. The Company is not bound to agree to any such cancellation and may complete such order even if the Customer purports to cancel it. |
| | "Intellectual Property" means any patent, copyright, database right, moral right, design right, registered design, trademark, service mark, domain name, know-how, utility model, unregistered design or, where relevant, any application for any such right or other industrial or intellectual property right subsisting in any part of the world; | 2.9 If the Company's performance of the Contract is suspended or delayed through the Customer's default (including, without limitation, lack of, incomplete or incorrect instructions or refusal to collect or accept delivery of the Goods), the Company shall be entitled to and the Customer shall immediately make payment in accordance with the Contract for any part of the Services which has already been performed and for any part of the Goods which were already despatched to the Customer or were ready for despatch or were being manufactured prior to the suspension or delay and for any other additional costs that the Company incurs including storage, insurance and interest as a result of such |
| 1.2 | In these Conditions references to a gender include every gender, | |

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- suspension or delay.
- 3 Description of the Goods and Services
- 3.1 The quantity, quality, description of and any specification for the Goods or Services shall be set out in the Company's acknowledgement of order or, in its absence, any written quotation or estimate expressly sent by the Company to the Customer.
- 3.2 All drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions, details or illustrations contained in the Company's catalogues, brochures or websites are issued or published for the sole purpose of giving an approximate idea of the Goods or Services described in them and they will not form part of the Contract unless otherwise agreed in writing by the Company.
- 3.3 The Company's employees or agents are not authorised to give any advice, recommendations or representations concerning the Goods and/or Services which are not made in any visual or written sales literature issued by the Company (including any literature published on the internet) unless confirmed by the Company in writing. In entering into the Contract the Customer acknowledges that it does not rely on any such advice, recommendations and/or representations which are not so confirmed.
- 3.4 The Customer acknowledges that from time to time the Customer may supply the Company with designs, drawings, specifications and other data to enable the Company to provide the Goods or carry out the Services, and that the Company places particular reliance upon such designs, drawings, specifications and data.
- 3.5 Therefore, in addition to any other remedy available to the Company, the Customer irrevocably and unconditionally agrees to indemnify the Company, its employees, sub-contractors and agents in full and on demand (and keep them so indemnified) against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses (including without limitation legal and other professional advisers' fees) and any consequential loss made against or incurred or suffered by any of them and whether wholly or in part resulting directly or indirectly from the matters listed below:
- (a) the manufacture and sale of the Goods or performance of the Services by the Company in accordance with the Customer's designs, drawings, specifications or other data or information furnished or instructions given by the Customer; and/or
- (b) Any claims that any Intellectual Property or Confidential Information or other exclusive right of any third party has been infringed through the manufacture, sale or use of the Goods or performance of the Services (save to the extent the same have been supplied in accordance with specifications or designs of the Company).
- 4 Delivery and Acceptance of Goods
- 4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place EXW (at the Company's relevant place of business) Inco terms 2010 and the Customer shall take delivery of the Goods within 14 days of the Company giving the Customer notice that the Goods are ready for delivery.
- 4.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate only and time for delivery shall not be of the essence. If no dates are so specified, delivery will be within a reasonable time.
- 4.3 If for any reason the Customer does not accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations then the Goods will be deemed to have been delivered on the 15th day after the Company has given notice to the Customer pursuant to Condition 4.1, risk passing to the Customer, and the Company may:
- (a) store the Goods until actual delivery whereupon the Customer will be liable for all related costs and expenses (including without limitation storage and insurance); and/or
- (b) sell the Goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Customer for any shortfall below the Contract price.
- 4.4 The Company shall be entitled at its discretion to make delivery of the Goods by instalments and to invoice the Customer for each instalment individually. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated or to refuse to accept subsequent instalments.
- 4.5 The Customer shall be deemed to have accepted the Goods as being in accordance with the Contract unless:
- (a) within 14 days of the date of delivery of the Goods, the Customer notifies the Company in writing of any defect or other failure of the Goods to conform with the Contract (which would be apparent upon reasonable inspection and testing of the Goods within 14 days); or
- (b) the Customer notifies the Company in writing of any defect or other failure of the Goods to conform with the Contract within a reasonable time where the defect or failure would not be so apparent within 14 days of the date of delivery,
- failing which the Customer shall not be entitled to reject the Goods and the Company shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.
- 4.6 The Company shall not be obliged to supply test certificates unless the Customer requests such certificates a reasonable time in advance of delivery and the Company shall be entitled to charge a reasonable fee for each such certificate provided.
- 4.7 The Company shall only be liable for any non-delivery of Goods (even if caused by the Company's negligence) if the Customer gives written notice to the Company within 14 days of the date when the Goods would, in the ordinary course of events, have been delivered.
- 4.8 If the Customer gives notice to the Company in accordance with Condition 4.7, the liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.
- 5 Passing of Risk and Legal Title
- 5.1 The Goods shall be at the risk of the Customer from the time of delivery.

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- 5.2 Full legal, beneficial and equitable title to and property in the Goods shall remain vested in the Company (even though they have been delivered and risk has passed to the Customer) until payment in full, in cash or cleared funds, for all the Goods has been received by the Company. Until full legal, beneficial and equitable title to and property in the Goods passes to the Customer:
- (a) the Customer shall hold the Goods on a fiduciary basis as the Company's bailee;
- (b) the Customer shall:
- (i) store the Goods at its premises in a proper manner in conditions which adequately protect and preserve the Goods;
- (ii) insure the Goods, without any charge to the Company;
- (iii) not tamper with any identification upon the Goods or their packaging; and
- (iv) ensure that the Goods are stored separately from any other goods (whether or not supplied by the Company) and are clearly identifiable as belonging to the Company; and;
- (c) the Company may at any time, on demand and without prior notice, require the Customer to deliver the Goods up to the Company and the Company (or the Company's agents or employees) may enter the premises where the Goods are situated (whether or not owned or controlled by the Customer) to repossess and resell the Goods if any of the events specified in Condition 16.1 occurs or if any sum due to the Company from the Customer under the Contract or on any other account or under any other contract is not paid when due;
- (d) the purposes of this Condition 5 the Company, its employees, agents and sub- contractors will be entitled to free and unrestricted access to any premises owned, occupied or controlled by the Customer and/or any other location where any of the Goods are situated at any time without prior notice; and
- (e) the Company shall be entitled to maintain an action against the Customer for the price of the Goods notwithstanding that legal, equitable and beneficial title to and property in the Goods has not passed to the Customer.
- 5.3 The Company's rights and remedies set out in this Condition 5 are in addition to and shall not in any way prejudice, limit or restrict any of the Company's other rights or remedies (whether contractual or non- contractual in nature) under or in connection with the Contract.
- 6 Provision of Services
- 6.1 Where the Company is to perform Services at the Customer's premises, the Customer shall procure safe access to the premises and the provision of adequate power, lighting, heating and other such facilities or supplies for the Company's employees or agents in accordance with the demands of any applicable legislation and as the Company shall reasonably require.
- 6.2 The Company shall provide all Services using reasonable care and skill.
- 6.3 The Services will be deemed to be completed and the relevant element of the Contract price to be due and payable forthwith:
- (a) when the Company issues a written notice to the Customer confirming such completion; or
- (b) if the Company is available to perform the Services but is prevented from doing so by reason of:
- (i) the lack of appropriate assistance from the Customer; and/or
- (ii) the condition of the Customer premises or site at which the Services are to be provided at the time agreed for the provision of the Services.
- 7 Confidentiality
- 7.1 The Customer shall keep and procure to be kept secret and confidential all Confidential Information belonging to the Company disclosed or obtained as a result of the relationship of the parties under the Contract and shall not use nor disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of the Company. Where disclosure is made to any employee, consultant or agent, it shall be done subject to obligations equivalent to those set out in these Conditions and the Customer shall procure that any such employee, consultant or agent complies with such obligations. The Customer shall be responsible to the Company in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.
- 7.2 The obligations of confidentiality in this Condition 7 shall not extend to any information which the party that wishes to disclose such information can show:
- (a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under the Contract; or
- (b) was in its written records prior to the date of the Contract and not subject to any confidentiality obligations; or
- (c) was independently disclosed to it by a third party entitled to disclose the same; or
- (d) is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.
- 7.3 The supply of Goods and/or Services under the Contract shall not constitute a licence
- 7.4 for the Customer to use the Confidential Information for any purpose other than that for which the Confidential Information is provided to the Customer.
- 7.5 On expiry or termination of the Contract (for whatever reason) the Customer shall promptly return to the Company or dispose of in accordance with the Company's instructions all Confidential Information and other data and documents and copies thereof disclosed or supplied to the Customer pursuant to or in relation to the Contract and shall certify to the Company when the same has been completed.
- 8 Contract Price
- 8.1 Unless otherwise agreed by the Company in writing and subject to Condition 8.2, the price for the Goods and/or Services shall be the price set out in the Company's price list and in the case of

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<p>Goods and/or Services supplied and or/provided for export from the United Kingdom, the Company's export price list published on the date of delivery or deemed delivery of the Goods, or completion or deemed completion of performance of the Services.</p>	<p>annum above the official dealing rate from time to time until payment is made in accordance with Condition 9.2.</p>
<p>8.2 The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Goods or Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company such as, without limitation:</p> <p>(a) any increase in the costs of labour, materials, or other costs of manufacture or supply;</p> <p>(b) any change in the quantities of the Goods requested by the Customer; or</p> <p>(c) any change in the delivery dates of the Goods or Services requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.</p>	<p>10 <u>Warranty of Quality of Goods and Services</u></p> <p>10.1 If the Customer establishes to the Company's reasonable satisfaction that there is a defect in the materials or workmanship of the Goods manufactured or there is some other failure by the Company in relation to the conformity of the Goods with the Contract or the Services have not been performed with reasonable care and skill, then the Company shall at its option, at its sole discretion and within a reasonable time;</p> <p>(a) repair or make good such defect or failure in such Goods free of charge to the Customer (including all costs of transportation of any Goods or materials to and from the Customer for that purpose);</p> <p>(b) replace such Goods with Goods which are in all respects in accordance with the Contract or re-perform such Services; or</p> <p>(c) issue a credit note to the Customer in respect of the whole or part of the Contract price of such Goods or Services as appropriate having taken back such Goods or materials relating to such Services;</p>
<p>8.3 Unless otherwise agreed in writing by the Company, the price for the Goods and/or Services shall be exclusive of any value added tax or other similar taxes or levies and all costs or charges in relation to packaging, labelling, loading, unloading, carriage, freight and insurance all of which amounts the Customer will pay, where appropriate, in addition when it is due to pay for the Goods and/or Services.</p>	<p>subject, in every case, to the remaining provisions of this Condition 10.</p>
<p>9 <u>Payment Terms</u></p> <p>9.1 Unless otherwise agreed in writing by the Company, payment of the price for the Goods and/or Services is due in pounds sterling within 30 days of the date of the invoice.</p> <p>9.2 No payment shall be deemed to have been received until the Company has received payment in full and in cleared funds.</p> <p>9.3 Notwithstanding any other provision, all payments payable to the Company under the Contract shall become due immediately upon termination of this Contract for whatever reason.</p> <p>9.4 The Customer shall make all payments due under the Contract without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise.</p> <p>9.5 If any sum due from the Customer to the Company under the Contract or any other contract is not paid on or before the due date for payment then all sums then owing by the Customer to the Company shall become due and payable immediately and, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:</p> <p>(a) cancel or suspend its performance of the Contract or any order including suspending deliveries of the Goods and suspending provision of the Services until arrangements as to payment or credit have been established which are satisfactory to the Company;</p> <p>(b) require the Customer to pay for Goods prior to their despatch or collection from the Company's place of business;</p> <p>(c) suspend performance of Services remaining to be carried out; and</p> <p>(d) charge the Customer interest calculated on a daily basis on all overdue amounts (both before and after judgement) at the rate of eight per cent (8%) per</p>	<p>10.2 Condition 10.1 shall not apply unless the Customer:</p> <p>(a) notifies the Company in writing of the alleged defect within 7 days of the time when the Customer discovers or ought to discover the defect and in any event within 12 months of the delivery of the Goods or within 3 months of performance of Services; and affords the Company a reasonable opportunity to access the Customer's premises in order to inspect the relevant Goods or the location at which the Services were performed; and</p> <p>(b) if so requested by the Company and where it is reasonable to do so, promptly return to the Company or such other person nominated by the Company a sample of the Goods or materials relating to the Services within 14 days, carriage paid by the Customer, for inspection, examination and testing.</p> <p>10.3 If the Company elects to replace the Goods or re-perform the Services pursuant to Condition 10.1, the Company shall deliver the replacement Goods to or re-perform the Services for the Customer at the Company's own expense at the address to which the defective Goods were delivered and the Customer shall deliver up to the Company the defective Goods which are being replaced or materials relating to the previously performed Services to the Company.</p> <p>10.4 The Company shall be under no liability under the warranty at Condition 10.1 above:</p> <p>(a) in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Company's approval;</p> <p>(b) if the total price for the Goods or Services has not been paid by the due date for payment;</p>

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<p>(c) for any parts, materials or equipment not manufactured by the Company, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Company to the extent that they are assignable by the Company to the Customer;</p> <p>(d) for any Goods manufactured or appropriated or for any Services provided in accordance with any designs, drawings, specifications, instructions or recommendations (in each case, as appropriate) issued by the Customer;</p> <p>(e) in respect of any type of defect, damage or wear specifically excluded by the Company by notice in writing; or</p> <p>(f) if the Customer makes any further use of the Goods after giving notice in accordance with Clause 10.2.</p> <p>10.5 The liability of the Company under this Condition 10 shall in no event exceed the purchase price of such Goods or Services and performance of any one of the above options shall constitute an entire discharge of the Company's liability under this warranty.</p> <p>11 <u>Exclusion and Limitation of Liability</u></p> <p>11.1 This Condition 11 sets out the entire liability of the Company arising under or in connection with the Contract.</p> <p>11.2 Nothing in these Conditions shall exclude or limit the Company's liability for death or personal injury caused by the Company's negligence or for fraudulent misrepresentation.</p> <p>11.3 The Company shall not be liable to the Customer for:</p> <p>(a) loss of profits (whether direct or indirect);</p> <p>(b) loss of anticipated savings (whether direct or indirect);</p> <p>(c) loss of business (whether direct or indirect); or</p> <p>(d) for any indirect, special or consequential loss or damage howsoever caused.</p> <p>11.4 The Company will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods, nor will any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 90 days.</p> <p>11.5 Subject to Conditions 11.2-11.4 above the total aggregate liability of the Company arising out of, or in connection with this Contract shall in no event exceed 125% of the value of the Goods or Services provided by the Company to the Customer under the Contract to which the Goods or Services relate.</p> <p>11.6 Unless expressly stated in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.</p> <p>12 <u>Safety and Recall</u></p> <p>12.1 The Customer shall comply at all times with the written instructions and all written guidelines issued from time to time attached to the Goods concerning their storage, application, installation, repair, maintenance and use and the Customer shall refer its employees and its customers to such instructions and guidelines. The Customer shall ensure that the Goods are only installed by those persons approved by the Company.</p> <p>12.2 If the Company notifies the Customer in writing of any defect in</p>	<p>the Goods previously delivered to the Customer or Services previously performed at any time or any error or omission in the instructions for the use and/or assembly or installation of the Goods (whether or not any such defect, error or omission represents a breach of the warranty in Condition 10 or any other provision of the Contract) which exposes or may expose consumers to any risk of death, injury or damage to property, the Customer shall co-operate fully and promptly with any steps taken by the Company under Condition 12.3 below.</p> <p>12.3 The Company may at its discretion:</p> <p>(a) recall any Goods already sold by the Company to the Customer (whether for a refund or credit or for replacement of the Goods which shall in each case be undertaken by the Company) and/or issue any written or other notification to the Customer about the manner of use or operation of any Goods: and/or</p> <p>(b) offer to re-perform Services previously provided to the Customer.</p> <p>13 <u>Subcontracting, Assignment and Third Party Rights</u></p> <p>13.1 The Customer shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of the Company.</p> <p>13.2 The Company may assign, charge, subcontract or transfer the Contract or any part of it to any person.</p> <p>13.3 No person who is not a party to the Contract (including any employee, officer, agent, representative or sub contractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any provisions of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the Company and the Customer which agreement must refer to this Condition 13.3.</p> <p>14 <u>Export Terms</u></p> <p>14.1 Where the Goods are supplied for export from the United Kingdom or the Services are to be performed outside of the United Kingdom, the provisions of this Condition 14 shall apply notwithstanding any other provision of these Conditions.</p> <p>14.2 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Inco terms shall have the same meaning in these Conditions but if there is any conflict between the provisions of Inco terms and these Conditions, these Conditions shall prevail.</p> <p>14.3 The Customer shall be responsible for complying with any legislation or regulations governing the performance of Services in the relevant country or the importation, use or sale of the Goods in the country of destination, the payment of any duties or taxes on them, the transportation and storage of Goods including without limitation any obligation to translate any instructions, labelling or packaging into any other language.</p> <p>14.4 The Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.</p> <p>15 <u>Force Majeure</u></p> <p>15.1 The Company reserves the right to suspend or cancel the Contract in whole or in part (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business and its obligations under the Contract due to an event of Force</p>
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- Majeure.
- 15.2 If the event of Force Majeure continues for a continuous period in excess of 30 days then either party shall be entitled to give notice in writing to the other party to terminate the Contract.
- 16 Termination
- 16.1 The Company may, as it thinks fit, (without prejudice to any other rights or remedies it may have against the Customer) immediately suspend further performance of the Contract or cancel any outstanding provision of the Services or delivery of the Goods or stop any Goods in transit or by notice in writing to the Customer terminate the Contract without liability to the Company if:
- (a) the Customer commits a material breach of any of its obligations under the Contract which is incapable of remedy;
- (b) the Customer fails to remedy (where it is capable of remedy), or persists in continuing, any breach of any of its obligations under the Contract after having been requested in writing by the Company to remedy or desist from such breach within a period of 14 days;
- (c) any distress execution or diligence is levied upon any of the Customer's goods or property and is not paid out within 7 days of it being levied;
- (d) the Customer offers to make any arrangements with or for the benefit of the creditors of the Customer or there is presented in relation to the Customer a petition of bankruptcy;
- (e) (i) the Customer is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- (ii) the Customer calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed; or
- (iii) the Customer presents, or has presented, a petition for a winding up order; or
- (iv) an application to appoint an administrator is made in respect of the Customer or a notice of intention to appoint an administrator is filed in respect of the Customer; or
- (v) any other steps are taken by the Customer or any other person to appoint an administrator over the Customer; or
- (vi) the Customer has an administrator, administrative receiver, or receiver appointed over all or any part of its business, undertaking, property or assets; or
- (vii) the Customer takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it;
- (f) the Customer ceases, or threatens to cease, to carry on business; or
- (g) a secured lender to the Customer takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security;
- (h) the Customer suffers or undergoes any procedure analogous to any of those specified in Conditions 16.1(c) to 16.1(g) inclusive above or any other procedure available in the country in which the Customer is constituted, established or domiciled against or to an insolvent debtor or available to the creditors of such a debtor;
- (i) the Customer undergoes a Change of Control;
- (j) the Company reasonably believes that any of the events specified in Condition 16.1 (a) to (i) above is about to occur in relation to the Customer.
- 16.2 Notwithstanding any such termination or suspension in accordance with Conditions 19.1 above the Customer shall pay the Company at the Contract rate for all Goods delivered or Services provided up to and including the date of suspension or termination and the termination of the Contract or any contract for whatever reason shall not affect the rights or remedies of either party in respect of any antecedent breach or in respect of any such owing or to become owing to the other.
- 17 Notices
- 17.1 All notices between the parties about this Contract must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission:
- (a) (in case of notices to the Company) to its registered office or such other address as shall be notified to the Customer by the Company in accordance with this Condition 17; or
- (b) (in the case of the notices to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of this Contract or such other address as shall be notified to the Company by the Customer in writing.
- 17.2 Notices shall be deemed to have been received:
- (a) if sent by pre-paid first class post, 2 days after posting (exclusive of the day of posting);
- (b) if delivered by hand, on the day of delivery or if that is not a usual business day, the first usual business day after delivery;
- (c) if sent by facsimile transmission, at 10:00am local time on the first usual business day in the country of receipt following despatch, subject to being able to show that the notice was sent to the correct telephone number.
- 18 Anti-Bribery
- 18.1 The Supplier shall:
- (a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010;
- (b) not engage in any activity, practice or conduct which would constitute an offence under such Acts set out in Condition 18.1(a) or any other applicable anti-corruption

TO BE RETAINED BY APPLICANT

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	legislation;		connection with it (whether contractual or non-contractual in nature, such as claims in tort, negligence or otherwise) shall be governed by and be construed in all respects in accordance with English law.
	(c) have and maintain in place throughout the term of any Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with any anti-bribery legislation; and	20.2	All disputes or claims arising out of or in connection with this Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules. Such arbitration shall take place in the English language in London, UK.
	(d) enforce the policies and procedures described in Condition 18.1(c).		
19	<u>General</u>	20.3	The parties agree that the United Nations Convention on Contracts for the International Sale of Goods 1980 (Vienna Convention) shall not apply to the Contract.
19.1	Any Intellectual Property created by the Company in the course of the performance of the Contract or otherwise in the manufacture of the Goods or the provision of the Services shall remain the Company's property. Nothing in the Contract shall be deemed to have given the Customer a licence or any other right to use any of the Intellectual Property of the Company.		
19.2	The Contract is entered into in the English language and all amendments to the Contract, all correspondence concerning or relating to the Contract and all notices given and all documentation to be delivered by either party to the other under these Conditions shall be in writing in the English language or shall be accompanied by an English translation prepared by such person or body as the Company shall have approved in advance.		
19.3	Nothing in the Contract shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.		
19.4	The rights and remedies of either party in respect of the Contract shall not be diminished, waived or extinguished by the granting by such party to the other nor by any failure of, or delay by the said party in ascertaining or exercising any such rights or remedies. The waiver by either party of any breach of the Contract shall not prevent the subsequent enforcement of that breach and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.		
19.5	If at any time any one or more of the Conditions of the Contract (or any sub-Condition or paragraph or any part of one or more of these Conditions) is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired as a result of that omission.		
19.6	The Contract sets out the entire agreement and understanding between the Customer and the Company in connection with the sale of the Goods and the provision of Services and shall supersede and replace all documentation previously issued by the Company purporting to set out its terms and conditions of sale of the Goods. The Customer acknowledges that it places no reliance upon any statement or representation not contained in this Contract and the Company shall have no liability for any pre-contractual statement or representation that is deemed to be a misrepresentation of the terms of the Contract.		
20	<u>Law and Jurisdiction</u>		
20.1	This Contract and any dispute or claim arising out of or in		