

## AVD FIRE: STANDARD CONDITIONS OF SALE

### 1. DEFINITIONS

In these terms and conditions, “**Seller**” means AVD Fire Limited; “**Buyer**” means the person, firm or company with whom the Contract is made; “**Contract**” means the contract for the sale of Goods comprising these terms and conditions, Seller’s written acknowledgement, the Quotation, any document referenced in or annexed to the Quotation or otherwise set out in writing between the parties (such as a distributor agreement or re-filler agreement) and the Buyer’s order (whether verbal or in writing) and if there is any conflict or ambiguity between the above documents, the terms and conditions contained or referenced in a document higher in this list shall have priority over one contained in a document lower in the list; “**Contract Price**” means the total price set out in the Contract as the price payable to the Seller for the Goods; “**Goods**” means the fire and safety equipment, goods and materials (including aqueous vermiculite dispersion and/or battery fire blankets) supplied by the Seller, and any associated ancillary services, or any part thereof to be sold or provided by the Seller under the Contract and any replaced goods; “**Know-how**” means any information including ideas, information and data, inventions, designs, drawings, materials, models, processes, prototypes, and samples, that are: (i) disclosed to the Buyer by or at the direction of the Seller in furtherance of the Contract with the intention that it should be licensed to the Buyer under the Contract; and (ii) owned by the Seller at the time of disclosure or licensed to the Seller on terms that permit licensing under the Contract, together with all rights protecting that know-how and records and embodiments of that know-how, including copyright, design right and database right; “**Patents**” means patent numbers 2830718 or WO2013/144644 and/or any patents granted pursuant to these and any patents or patent applications claiming priority from such patents; “**Quotation**” means the Seller’s offer, tender or quotation submitted to the Buyer for the Goods; and “**Trademarks**” means the Seller’s trademarks, service marks, business, brand or trade names (in each case whether registered or unregistered) which the Seller permits the Buyer to use under clause 14(C).

### 2. CONTRACT

A Quotation is subject to these terms and conditions and, unless stated otherwise, shall only be valid for thirty (30) days from its date of issue. An order shall be treated as an offer by the Buyer to contract with the Seller on these terms and conditions and shall not be binding on the Seller until accepted in writing by the Seller in its discretion and at which point the Contract shall come into existence. These terms and conditions form part of the Contract to the exclusion of all other terms and conditions including any which the Buyer purports to apply under any order or other document or any which may otherwise be implied by trade, custom, practice or course of dealing.

### 3. PRICE AND PAYMENT

(A) The Buyer shall pay the Seller the Contract Price. If the Seller has not quoted a price in writing, the Contract Price shall be taken from the Seller’s current price list at the date of the Seller’s order acknowledgement. If the Buyer requests any change under the Contract, the change shall only be effective if agreed in writing and shall be subject to the Buyer paying all amounts due and/or agreeing to a revised delivery date as provided under clause 8. The Seller may vary the Contract Price if costs increase outside of the Seller’s reasonable control (including by reason of any law, order, directive, regulation or byelaw taking effect after the date of the Contract or the Buyer requesting any tests, certification, documentation or witnessing of tests not included in the Contract or any other increase in the direct cost to the Seller of supplying the Goods including the cost of utilities (such as gas and electricity) or raw material).

(B) The Seller shall be entitled to invoice the Buyer for the Contract Price for each order, or if applicable each separate consignment under the Contract, before delivery or, if the Quotation sets out payment terms other than advance payment, on or at any time after delivery. If the Buyer suspends or delays delivery or, if the Quotation sets out payment terms other than advance payment, if the Buyer fails to take delivery, the Seller shall be entitled to invoice from the date the Goods would but for the suspension or delay have been tendered for delivery or were tendered for delivery (as applicable).

(C) Unless otherwise stated in the Quotation, (i) the Buyer shall pay the Seller the total amount of each invoice in full and cleared funds to the bank account nominated in writing by the Seller and such payment shall be paid to the Seller in advance of the Goods being made available for delivery; and (ii) payments shall be made in pounds Sterling. All amounts due to the Seller under the Contract shall become due immediately if the Contract is terminated. The time for payment shall be of the essence and no payment shall be deemed to have been made until the Seller has received payment in full and cleared funds. Failure to pay any instalment against a schedule of payments renders the entire Contract Price due immediately. The Buyer shall make payment without any discount, deduction, off-set or counterclaim whatsoever.

(D) If the Buyer fails to make any payment due to the Seller under the Contract by the due date for payment, then without limiting the Seller’s remedies under the Contract, the Seller shall be entitled to withhold deliveries, suspend or cease any work under the Contract or other contracts with the Buyer and/or terminate the Contract.

(E) The Contract Price is exclusive of VAT, sales tax and any similar taxes together with any applicable charges, duties (including export, import and excise duties) and the costs of packing cases and materials. Any tax, charges, duties and packing costs payable shall be paid in addition to the Contract Price. When agreed by the Seller the cost of returnable containers will be reimbursed if returned in an agreed time and in an ‘as new’ undamaged condition. If the Buyer is required under any applicable law to withhold or deduct any amount from the payments due to the Seller, the Buyer shall increase the sum it pays to the Seller by the amount necessary to leave the Seller with an amount equal to the sum it would have received if no such withholdings or deductions had been made.

(F) If the Quotation sets out payment terms other than advance payment and credit insurance against the Buyer’s failure to pay any amounts due under the Contract is unavailable or withdrawn after order acknowledgement, the Seller shall be entitled to withhold any deliveries of Goods until advance payment is made in full. The Buyer is responsible for all credit risks arising out of its resale of the Goods and the ability of the Buyer to collect the price from the Buyer’s customer shall not affect the Buyer’s obligation

to pay the Seller’s invoice when due.

### 4. TITLE AND RISK

Risk in the Goods shall pass to the Buyer on delivery of the Goods. Title to the Goods shall not pass to the Buyer until the Seller receives payment in full and cleared funds for all Goods under the Contract.

### 5. SPECIFICATIONS AND PERFORMANCE

(A) The Seller does not guarantee that the illustrations, descriptions, physical or chemical properties, dimensions and other specifications relating to the Goods in the Seller’s brochures, catalogues, drawings or documents (**Specifications**) will in all cases be identical to the Goods. The Seller may make changes to the Specifications at any time provided that the changes do not adversely affect the quality of Goods. The Seller shall use its reasonable endeavours to notify the Buyer of any material changes to any Specifications. Any samples or Specifications are a guide only produced for the sole purpose of giving an approximate idea of the goods and services described therein and do not form part of the Contract nor constitute any form of guarantee or warranty.

(B) The Buyer acknowledges it does not rely on the skill or judgement of the Seller or any of the Seller’s employees in relation to the suitability of the Goods for any particular purpose and it is the Buyer’s sole responsibility to satisfy itself whether the Goods are or will be suitable for any such purpose.

(C) The Goods will be subject to the Seller’s standard tests at the Seller’s facilities before despatch. The Seller shall not have any liability howsoever caused or arising for, makes no guarantee and provides no warranty in respect of performance or performance levels of the Goods.

(D) The Buyer at its own cost undertakes to maintain appropriate, up-to-date and accurate records to enable the immediate recall of any Goods or batches of such Goods. These records shall include records of deliveries to customers (including batch numbers, delivery date, name and address of customer, telephone number, fax number and email address). In the event that there is a material defect in the Goods, the Buyer agrees to reasonably assist Supplier in any recall, retrofit or replacement program for the Goods at the expense of the Seller.

### 6. ACCEPTANCE

The Buyer shall, within ten (10) days of the arrival of each delivery of Goods, give written notice of rejection to the Seller on account of any defect by reason of which the Buyer alleges that the Goods delivered do not comply with the Warranty which was apparent on reasonable inspection. On receipt of such notice, clause 9(B) and 9(C) shall apply to the Goods which the Buyer alleges are defective. If the Buyer fails to give such notice then, except in respect of any defect which is not apparent on reasonable inspection, the Goods shall conclusively be presumed to comply with the Warranty. Accordingly, the Buyer shall be deemed to have accepted the delivery of the Goods in question and the Seller shall have no liability to the Buyer with respect to that delivery (except in relation to liability for any latent defects).

### 7. DELIVERY

(A) The delivery times provided by the Seller are an indication only and depend on various factors such as availability of the Seller’s stock and, if required under the Contract, receipt of the Buyer’s instructions or approval. Accordingly, time for delivery shall not be of the essence. Delivery of the Goods shall be in accordance with the specific incoterm stated in the Quotation and unless otherwise agreed, ex-works from the Seller’s premises or such other location as the Seller advises. The Buyer shall collect the Goods and be responsible for loading and transporting the Goods at its sole risk and liability. Any delays in the delivery of the Goods shall not entitle the Buyer to refuse to take delivery of the Goods, claim compensation or other damages, withhold payments due or terminate the Contract.

(B) The Buyer shall accept delivery of any shipment or consignment of the Goods which is within ten percent (10%) of the Contract quantity. Payment for the Goods so delivered shall be increased or decreased on a pro rata basis. The Seller is not bound to deliver the Goods in one consignment and the Buyer shall accept split deliveries or delivery by instalments. Goods are sent packed in accordance with the Seller’s normal practice. If the Buyer fails or refuses to take delivery of the Goods, the Buyer shall be liable for all costs, charges and expenses incurred including storage, handling and interest.

(C) If Seller agrees to deliver the Goods, any shortage or visible damage to the Goods (including packing) must be noted on the carrier’s bill of lading or delivery note at the time of delivery or within such time as to enable the Seller to comply with the carrier’s conditions of carriage. Details of any shortage or damage must be sent immediately to the Seller in writing. If the bill of lading or delivery note is signed by or on behalf of the Buyer without exception such signature shall constitute conclusive proof that the Goods were received in good order and the quantity was correct. In the case of non-delivery of a whole shipment or consignment, a written claim must be made within seven (7) days of the date of the advice note or the invoice whichever is the later.

### 8. DELAY IN PERFORMANCE

If the Goods are delayed as a result of any Buyer requests for change or the Buyer’s acts or omissions, a new date for the delayed Goods shall be provided by the Seller and the Buyer shall promptly reimburse the Seller for any additional costs and expenses it reasonably and necessarily incurs in connection with such request for change or acts or omissions (including costs and expenses relating to handling, storage, transportation, administration or interest). The Buyer accepts that the production of the Goods may be delayed by a longer period than the actual delay that the Buyer has requested, caused or contributed to due to loss of production slots and other intervening factors. The Buyer shall not be entitled to prioritise the ordered Goods against other orders being handled by the Seller.

### 9. WARRANTY

(A) Subject to clause 9(F), the Seller warrants that the Goods will be free from material defects in workmanship and materials under conditions of normal use and remain so for a period of twelve (12) months from the date the Goods were despatched, their shelf life or such period given by the Seller in writing whichever is shorter (**Warranty**). The Warranty shall not apply to any materials or components forming part of the Goods which have been manufactured and supplied to the Seller by its suppliers (**Components**).

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Where possible and at the Buyer’s request, the Seller shall pass on to the Buyer the benefit of any warranties given to the Seller by the supplier of the Components. All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for purpose whether statutory or otherwise other than those expressly set out in the Contract, are excluded to the fullest extent permitted by law.

**(B)** If the Buyer alleges that any Goods do not comply with the Warranty, it shall notify the Seller in writing and, if requested by the Seller, return the relevant Goods (unaltered and unrepaired) to the Seller for inspection as soon as possible and at its own risk and expense. If the Seller agrees that the Goods do not comply with the Warranty, the Seller at its sole discretion shall either supply repaired or replacement Goods which comply with the Warranty or notify the Buyer that it is unable to supply repaired or replacement Goods, in which case the Seller shall grant to the Buyer a credit equal to the value of the Goods which the Seller agrees do not comply with the Warranty and for the pre-agreed transportation costs. The Seller’s reasonable decision as to whether the Goods comply with the Warranty shall be final. Once the Seller has complied with this clause, it shall have no further liability to the Buyer for the Goods’ failure to comply with the Warranty and shall not be deemed to be in breach of the Contract.

**(C)** The Seller shall not be liable for the Goods failing to comply with the Warranty in any of the following events: **(i)** the defect arises because the Buyer failed to follow the Seller’s written or oral instructions for the storage, handling, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; **(ii)** the Buyer alters (including defacing any serial, batch or identification numbers) or repairs those Goods without the written consent of the Seller; **(iii)** the Buyer fails to provide written notice to the Seller of the alleged defect within fourteen (14) days of the time when the Buyer discovers or ought to have discovered the defect; **(iv)** the defect arises as a result of fair wear and tear, or normal deterioration (including accelerated deterioration resulting from poor storage or environmental conditions), contamination by or mixing with other materials not supplied by the Seller, or the Buyer’s damage or negligence, or abnormal storage or working conditions or use of the Goods with incompatible products; **(v)** the defect arises from any drawing, design or specification provided by the Buyer; **(vi)** the Buyer having failed to pay for the Goods in full; **(vii)** the Buyer makes further use of the Goods after the defect is discovered.

**(D)** The Seller shall not be required to and has no liability whatsoever for retrieving and/or reinstalling Goods.

**(E)** The Goods are sold without any warranty in respect of the effectiveness of the Goods at putting out, suppressing and/or containing a fire. The Buyer acknowledges and agrees that: **(i)** the way a particular fire extinguishing, suppressing or containment product (including fire extinguishing agent, fire extinguisher appliance, apparatus or system, suppression or containment system) is selected and sized relative to the application, maintained, performance checked and/or used will have a significant effect on the performance of the Goods and its ability to put out, suppress or contain a fire; **(ii)** the Seller has merely supplied the Goods and has no involvement in the design, sizing with respect to the application and risk, installation, the supply of the discharge systems or how the Goods are used in the fire extinguisher appliances, apparatus, devices, systems, equipment, products or other items supplied by the Buyer to its customers **(Buyer’s Equipment)**; **(iii)** it may test the Goods to satisfy the Buyer that they meet the Buyer’s requirements ; and **(iv)** the Seller has no liability whatsoever in connection with the Buyer’s Equipment.

**(F)** If the Goods have been tested at the point of manufacture or prior to despatch and are sold to a manufacturing Specification which each production batch is certified to, the warranty provided by the Seller is limited to each production batch being supplied to the Specification at the point of manufacture.

**(G)** If the Seller is requested to provide any design advice or guidance to the Buyer (including the suitability of the Buyer’s Equipment for a particular purpose), the information or views provided by the Seller are solely a matter of opinion, indicative and for general information purposes only **(Opinion)**. The Seller shall provide the Opinion in good faith but the Seller shall not have any liability whatsoever or howsoever caused or arising for and makes no guarantee or representation and provides no warranty of any kind, expressed or implied, regarding the accuracy, reliability and validity of the Opinion. Any reliance the Buyer places on the Opinion is at its own risk and the Buyer shall indemnify and hold the Seller harmless from any liability in connection with the Opinion. If the Buyer requires any design advice or guidance that it can rely upon (including the validation of the Opinion provided by the Seller), the Buyer shall obtain such advice and guidance from an independent third party who is suitably qualified and expert in the field necessary to give such advice or guidance.

### 10. LIABILITY

**(A)** Nothing in the Contract shall limit or exclude the Seller’s liability where and to the extent it is not lawful for the Seller to exclude or limit the liability concerned.

**(B)** Subject to clause 10(A) but notwithstanding anything else to the contrary in the Contract, the Seller’s aggregate liability to the Buyer arising out of or in connection with the Contract whether for breach of contract, for breach of duty, in tort (including negligence), by way of indemnity or in respect of any theory of liability or cause of action shall in all circumstances be limited to a sum not exceeding the total of one hundred and fifteen percent (115%) of the Contract Price.

**(C)** Subject to clause 10(A), the Seller shall not have any liability arising out of or in connection with the Contract whether for breach of contract, for breach of duty, in tort (including negligence), by way of indemnity or in respect of any theory of liability or cause of action, for **(i)** any consequential, indirect, special or exemplary loss or damage, **(ii)** to the extent not covered by clause 10(C)(i) above, any loss of profit or anticipated profit, loss of goodwill, injury to reputation, loss of income, loss of use of plant, property or any other asset or facility, loss of or damage to property, downtime, loss or deferment of production, loss of sales or business, wasted expenditure or time, loss of contracts with any third party, loss of product, financial or economic loss, loss of business opportunity, third party losses, business interruption, environmental damage or other

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like risks, or **(iii)** to the extent not covered by clause 10(C)(i) above, any loss of or damage to property or any failure of the Buyer’s Equipment sold in conjunction with or incorporating the Goods failing to put out and/or containing a fire, whether or not such loss or damage is foreseeable at the date of execution of the Contract or at any time and whether under the express or implied terms of the Contract or at law or in any other way.

**(D)** In respect of AVD, the Buyer at its own cost undertakes to maintain appropriate, up-to-date and accurate records to enable the immediate recall of any AVD or batches of AVD. These records shall include records of deliveries to customers (including batch numbers, delivery date, name and address of customer, telephone number, fax number and email address). In the event that there is a material defect in AVD, the Buyer agrees to reasonably assist the Seller in any recall, retrofit or replacement program for AVD at the Seller’s reasonable expense.

### 11. FORCE MAJEURE

If the Seller is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event the Seller shall not be in breach of the Contract nor otherwise liable for any such failure or delay in the performance of such obligations. Should a Force Majeure Event occur the Seller at its own option may cancel, terminate or suspend or initially suspend then cancel the Contract without incurring any liability whatsoever. A **“Force Majeure Event”** means any circumstance which is beyond the Seller’s reasonable control including an act of God, fire, accident, shipwreck, civil disturbance or war; epidemic or pandemic; governmental or public authority actions, restrictions, prohibitions or enactments of any kind (such as lockdown or quarantine measures); import or export regulations or prohibitions including sanctions; strike or trade dispute (whether involving its own employees or those of others); difficulties in obtaining workmen or materials; difficulties in obtaining, interruption to or failure in supply of, or material increase to the cost of utility services (including electricity, gas or water); breakdown of machinery; non-availability or delay of vessels or transport.

### 12. INSURANCE AND INDEMNITIES

**(A)** The parties shall maintain sufficient insurance cover (including product liability insurance) with a reputable insurance company and will, on request, produce certificates of insurance as evidence that insurance is in place.

**(B)** The Buyer agrees to release, defend, indemnify and hold the Seller harmless from and against all claims, losses, damages, costs including legal costs, expenses and liabilities of every kind and nature for, arising by reason of or in connection with the Contract or any associated order to the extent that such claims, losses, damages, costs including legal costs, expenses and liabilities **(i)** relate to proceedings brought under the Health and Safety at Work etc. Act 1974 (including any statutory modifications or any regulations, orders, codes or directions made thereunder) or any similar or equivalent legislation in any other relevant jurisdiction; **(ii)** relate to the Buyer’s infringement or alleged infringement of any intellectual property rights owned or controlled by the Seller or a third party; **(iii)** where the Goods have been made to any specification or design provided by the Buyer, relate to any claim or allegation that the Goods do not comply with any applicable legislation, regulations or other requirements; **(iv)** are in excess of the limitation of liability assumed by the Seller in clause 10(B); or **(v)** are excluded in clause 10(C).

### 13. TERMINATION

The Seller may terminate or suspend the Contract by giving written notice to the Buyer at any time if any of the following events occurs: **(a)** if the Buyer stops carrying on a significant part of its business, is unable to pay its debts (or the Seller reasonably believes that to be the case), files any petition in bankruptcy, or is found to be insolvent, liquidated, a receiver is appointed or applied for or any event analogous to those described in this clause occurs; **(b)** if the Contract is suspended for more than thirty (30) days in the aggregate for any reason; **(c)** the Buyer breaches any obligations in the Contract or any other contract between the parties; or **(d)** the Seller discovers a technical problem relating to Buyer’s specification, design and/or materials during production which renders performance of the Contract, in the Seller’s opinion, unacceptable. Upon the termination or suspension of the Contract for any reason whatsoever, the Buyer shall pay the Seller the Contract Price or any portion thereof for all Goods completed or in progress at the date of the termination or suspension and reimburse the Seller for those costs reasonably incurred by the Seller as a direct result of the termination or suspension of the Contract or any portion thereof including its reasonable cancellation costs. On termination of the Contract, the Buyer shall: **(a)** immediately pay all sums due to the Seller **(b)** promptly return to the Seller all consignment stock (if any) in its possession that has not been irrevocably incorporated into the Seller’s extinguishers; **(c)** erase all of the Seller’s Confidential Information from its computer systems (to the extent possible), and on request certify in writing it has complied with this requirement; and **(d)** fulfil all orders which have been agreed and acknowledged to the Seller prior to the actual date of termination. Without limiting its other rights or remedies, the Seller may terminate the Contract by providing ninety (90) days’ prior written notice to the Buyer at any time.

### 14. INTELLECTUAL PROPERTY RIGHTS

**(A)** All intellectual property rights (including patents or Patents, trademarks or Trademarks, copyrights, designs and domain names) in the Goods or created, developed or acquired by the Seller in the performance of its obligations under the Contract shall be and remain the absolute property of the Seller and, subject to clause 14(C), 14(D) and 14(E), the Buyer shall not have any rights to the Seller’s intellectual property rights (including the Patents or Trademarks). The Buyer acknowledges that it shall not, by virtue of the Contract or otherwise, obtain or claim any right, title or interest in or to the intellectual property rights (including the Patents or Trademarks) in the Goods. The Buyer shall not use or permit any third party to use the Goods in any manner that is prejudicial to the Seller, including copying or reverse engineering the Goods.

**(B)** The use of aqueous vermiculite dispersion **(AVD)** in the Buyer’s fire extinguishing apparatus or systems is subject to the Patents.

**(C)** The Seller grants to the Buyer a single use licence (under patent 2830718 and/or WO2013/144644) in respect of each unit of AVD sold to the Buyer by the Seller for the



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application and use of the AVD in the Buyer’s Equipment containing AVD that it manufactures, whether portable or fixed, supplied directly or indirectly and whether supplied in original or secondary packaging.

**(D)** If the Seller supplies a batch of AVD to the Buyer and the Buyer in turn supplies a smaller part or separate units of such batch to its own customers, the Seller shall grant a right to the Buyer to sub-licence the single use licence contained in clause 14(C) to the Buyer’s customers of the Buyer’s Equipment provided that the Buyer shall ensure that all packaging of such smaller part or units of AVD shall be legibly and clearly marked with the following statement to the effect that that the user has been granted a single use licence (under patent 2830718 and/or WO2013/144644) for the application of the supplied AVD in the products manufactured by the Buyer’s customers:

***This product is sold with a single use licence (under patent 2830718 and/or WO2013/144644) granted to the end user of this product for its application in a fire extinguishing apparatus.***

The sub-licence contained in this clause 14(D) shall only be in respect of the smaller part or separate units of the whole batch supplied to the Buyer.

**(E)** The Seller may, by written notice, grant to the Buyer the non-exclusive right to use the Trademarks in respect of or in connection with the Goods for the purpose of promoting, advertising and/or selling its own brand products or the Goods subject to and for the duration of the Contract. The Buyer acknowledges and agrees that all rights in the Trademarks shall remain with the Seller and any goodwill arising from any use of the Trademarks by the Buyer shall accrue automatically to the Seller, and that the Buyer has and will acquire no right in them by virtue of the discharge of its obligations under the Contract, except for the right to use the Trademarks as expressly provided in the Contract. The Buyer shall comply with all rules for the use of the Trademarks issued by the Seller. All representations of the Trademarks that the Buyer intends to use shall be submitted to the Seller for written approval before use. Whenever the Trademarks are used by the Buyer such use shall, in respect of registered Trademarks be accompanied by wording and clear marking by use of the ® sign to show that they are registered Trademarks of the Seller.

**(F)** The Buyer shall promptly provide the Seller with copies of all communications relating to the Patents, the Trademarks or AVD with any government body, regulatory, industry or other authority. The Seller shall not be obliged to take any action following such communication or be liable for any inaction. The Buyer shall ensure as far as is practicable that all of its products (including extinguishing apparatus, systems or extinguishers) sold in conjunction with or for use with AVD are safe for the use for which they were intended.

**(G)** Each party shall inform the other promptly in writing of any alleged infringement of the Seller’s intellectual property rights (including the Patents and Trademarks) of which it is aware and shall provide the other party with any available evidence of the alleged infringement. The Seller shall have the sole and exclusive right to determine all matters relating to the enforcement and defence of the Seller’s intellectual property rights (including the Patents and Trademarks) and the Seller shall be under no obligation to enforce or defend such intellectual property rights or to defend any claim of infringement. The Buyer shall render reasonable assistance at the Seller’s request and cost in relation to all proceedings relating to any such matters.

**(H)** The Seller makes no representation or warranty as to the validity or enforceability of the Patents, Trademarks, Know-how or its other intellectual property nor as to whether they, or the acts licensed or agreed to be licensed under the Contract, infringe any intellectual property rights of third parties in the territory in which the Buyer is manufacturing and/or selling the Buyer’s products.

**(I)** The Buyer shall not do or cause to do anything which shall or may impair, damage or be detrimental to the reputation or goodwill associated with the Seller or the Trademarks or do anything which may jeopardise or invalidate any registration for, or application to register, any of the Seller’s intellectual property rights (including Patents and Trademarks). The Buyer shall not use any of the Seller’s intellectual property rights (including Patents, the Know-how or the Trademarks) outside the scope of the licences in this clause, or after termination of the above licences. The Buyer shall ensure that the Seller is promptly informed of all Improvements. For the purposes of this clause, “**Improvements**” means developments, enhancements, or modifications of: **(i)** any of the inventions that are the subject of the Patents from time to time; or **(ii)** any of the Know-how; and all rights protecting those developments, enhancements and modifications including all rights protecting further inventions that are quite distinct from the rights that are the subject of the licences granted under the Contract.

**(I)** Each party undertakes that it shall not at any time disclose to any person any Confidential Information, except each party may disclose the other party's Confidential information: **(a)** 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 this 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; **(b)** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. No 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 this agreement. For the purposes of this clause, “**Confidential Information**” means information in whatever form (including in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, supplier, products, affairs and finances of the parties or any group company for the time being confidential to a party or any group company and trade secrets including technical data and know-how relating to a party or of any group company or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, including information that the parties create, develop, receive or obtain in connection with this agreement, whether or not such information (if in anything other than oral form) is marked confidential.

## 15. GENERAL

**(A)** The Buyer shall not without the Seller’s written consent assign or transfer the whole or part of the benefit or burden of the Contract.

**(B)** No waiver of any Contract term by the Seller is deemed a further or continuing waiver.

**(C)** Nothing in the Contract shall establish an exclusive arrangement or any partnership or joint venture between the parties; constitute either party the agent of the other party; or authorise either party to make or enter into any commitments for or on behalf of the other party. Furthermore, the Buyer shall not give any condition, warranty or representation on the Seller’s behalf including any promises or guarantees about the Goods beyond those contained in the promotional material supplied by the Seller.

**(D)** Any notices served by email must be confirmed by first class post to the relevant party’s registered office and are deemed served the next working day after despatch.

**(E)** If any provision or part of a provision of the Contract is held to be invalid, illegal or unenforceable it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. Any modification to a provision under this clause shall not affect the validity, legality and enforceability of the rest of the Contract.

**(F)** The Buyer acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Neither party shall have a claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

**(G)** No one other than a party to the Contract (and their permitted assignees) shall have any right to enforce any of its terms.

**(H)** This Contract constitutes the entire agreement between the parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them relating to its subject matter.

**(I)** No variation of the Contract shall be effective unless it is in writing, agreed by both parties and signed by a director of the Seller.

**(J)** The Buyer undertakes to the Seller that it shall not resell, distribute or otherwise supply the Goods in breach of any: **(i)** applicable export control laws or regulations; or **(ii)** applicable or suspected embargoes or sanctions including trade, financial or sectorial sanctions. The Buyer warrants that it is not, nor is it directly or indirectly owned or controlled by or acting on behalf of, a sanctioned person. The Buyer shall indemnify the Seller against all claims by any third party, including damages, losses, penalties, costs and/or expenses, arising from or related to any breach by the Buyer of this clause. The Buyer is solely responsible for verifying the accuracy of any tariff classification codes provided for importation into its country. The Seller assumes no liability for the tariff classification code used, including any customs duties, import duties, fines, penalties, or other charges resulting from an incorrect classification.

**(K)** The Buyer shall: **(i)** comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the UK’s Bribery Act 2010 or equivalent legislation or regulation in any other jurisdictions that may be applicable to activities in connection with the Contract (**Relevant Requirements**); and **(ii)** not engage in any activity or conduct which would constitute an offence under the Relevant Requirements; **(iii)** comply with the Seller’s Bribery and Corruption policy as the Seller may update them from time-to-time (**Relevant Policies**); **(iv)** have and maintain in place adequate procedures and policies to ensure compliance with the Relevant Requirements, the Relevant Policies and this clause, and will enforce them where appropriate; **(v)** promptly report to the Seller any request or demand for any undue financial or other advantage of any kind received by the Buyer in connection with the performance of the Contract; **(vi)** immediately notify Seller (in writing) if a foreign public official becomes an officer or employee of the Buyer or acquires a direct or indirect interest in the Buyer, and the Buyer warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Contract. The Buyer shall provide such supporting evidence of compliance as Seller may reasonably request.

**(L)** The Buyer shall not issue or publish, directly or indirectly, any academic papers, press releases, technical reviews or announcements regarding any matter connected with the Contract including making public the results, findings, data, analysis or conclusions derived from or connected to the Contract (**Publication**) until the Seller has agreed in writing to the wording and intended distribution of the Publication with such agreement not to be unreasonably withheld or delayed. The Buyer shall not use the Seller’s names, trading names, trademarks, service marks or other proprietary marks without the prior written consent of the Seller. If the Seller authorises the Buyer to issue the Publication, the Buyer shall only make use of the Seller’s names, trademarks, service marks or other proprietary marks to the extent that such use is expressly authorised by the Seller in writing and in accordance with its instructions.

**(M)** Each party shall at its own expense comply with all laws and regulations relating to its activities under the Contract, as they may change from time-to-time, and with any conditions binding on it in any applicable licences, registrations, permits and approvals. Each party shall comply with all the obligations imposed on them under any applicable data protection laws or regulations and any material breach of such laws or regulations by one party shall constitute a material breach for the purpose of the Contract.

**(N)** Unless the context otherwise requires, words in the singular shall include the plural and vice versa. Any words following the terms **including**, **include** or similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. A reference to **writing** or **written** includes email but does not include fax and a reference to **days** means a calendar day.

## 16. LAW AND JURISDICTION

**(A)** This Contract and any dispute arising out of or in connection with it shall be governed by the law of England and Wales.

**(B)** Each party agrees that the courts of England have exclusive jurisdiction to settle any disputes arising out of or in connection with the Contract.