

These Terms and Conditions apply solely to sale contracts between the Company and a Buyer established in the United Kingdom. Separate Conditions apply to sale contracts between the Company and a Buyer established overseas. These Terms and Conditions are the version dated October 2022.

INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

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

Buyer: the person or firm who purchases the Goods and/or Services from the Company.

Company: OBEX Protection Limited (registered in England and Wales with company number 09157067) and whose registered office address is Unit 5, Indurent Park, Norton Road, Broomhall, Worcester, Worcestershire, United Kingdom, WR5 2QR.

Conditions: these terms and conditions as amended from time to time in accordance with clause 15.7.

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

Delivery Location: has the meaning set out in clause 4.2.

Force Majeure Event: has the meaning given to it in clause 14.1.

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

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

Order: the Buyer's order for the supply of Goods and/or Services, as set out in the Buyer's purchase order form, or the Buyer's written acceptance of the Company's quotation, as the case may be.

Services: the services supplied by the Company to the Buyer as set out in the Service Specification below.

Service Specification: the description or specification for the Services provided in writing by the Company to the Buyer.

1.2 Construction. In these Conditions, the following rules apply:

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

(b) a reference to a party includes its successors or permitted assigns;

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

(d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to writing or written includes faxes and e-mails.

BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Buyer to purchase Goods and/or Services in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any information it provides in relation to the Goods and Services ordered are complete and accurate.

2.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order or if earlier, when the Company begins to perform its obligations, at which point and on which date the Contract shall come into existence.

2.3 The Buyer may not cancel, postpone or modify other than by agreement in writing and the Buyer shall, if requested to do so by the Company, indemnify the Company in full against all loss (including loss of profit), costs (including cost of labour and raw materials), damages, charges and expenses incurred by the Company in respect of the Order and its cancellation, postponement or modification.

2.4 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Company which is not set out in the Contract.

2.5 Any samples, drawings, pictures, descriptive matter or advertising issued by the Company and any descriptions of the Goods contained in the Company's catalogues or brochures or any illustrations or descriptions of the Services are issued or published for the sole purpose of giving an approximate idea of the Goods and/or Services described in them. They shall not form part of the Contract or have any contractual force unless otherwise agreed by the Company in writing.

2.6 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. If the Buyer seeks to change any term of the Contract or impose its own terms and conditions, it must bring this expressly to the Company's attention and no Buyer change shall be effective unless the Company agrees to such change in express terms in accordance with clause 15.7.

2.7 If the Company expressly agrees to any additional, alternative or special terms as set out in its quotation (Special Terms), these Conditions shall be construed as consistent with and in addition to any such Special Terms, but the Special Terms shall prevail where there are any inconsistencies.

2.8 Quotations issued by the Company are not offers capable of acceptance so as to make a binding Contract and unless otherwise agreed in writing, are invalid after 20 Business Days from date of issue. Quotations do not represent a recommendation.

GOODS

3.1 The Goods are described in the Company's catalogue and at www.obexglobal.com/uk.

3.2 The Buyer acknowledges that, in fulfilling the Contract for the supply of Goods, the Company may, in its sole discretion, manufacture all or part of all of the Goods itself, purchase part or all of the Goods from a third party or commission the manufacture or production of part of all or of the Goods from another manufacturer. The Company will endeavour to pass any third party warranty to the Buyer in accordance with clause 5.1.

3.3 To the extent that the Goods or any part of the Goods, including packaging, are to be manufactured or modified in accordance with a drawing and/or specification supplied by the Buyer, the Buyer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Buyer's drawing and/or specification. This clause 3.3 shall survive termination of the Contract.

3.4 Any Goods which are purchased by the Company specifically for the Buyer or which are manufactured and produced to the Buyer's drawings and/or specification may not be returned unless otherwise agreed in writing by the Company and the Company shall be entitled to recover any losses incurred as a result of such return.

3.5 If, under an Order, the Buyer purchases Goods that are not custom-made or specifically manufactured for the Buyer (and that do not fall within clause 3.4), and the Buyer wishes to return a portion of such Goods, the Buyer may do so only under the following conditions:

(a) The Buyer must notify the Company in writing within 14 Business Days of the date of delivery that it wishes to return the Goods;

(b) The Company shall arrange for the Goods to be returned; and

(c) The Buyer shall pay the Company a restocking charge equal to 25% of the total Goods to be returned, subject to a minimum charge of £25. This restocking charge includes the cost of transport within the UK. For returns outside the UK, transport costs will be quoted separately. The restocking charge also covers administrative handling.

The Buyer acknowledges that the restocking charge is fair and reasonable compensation for the Company's costs associated with processing returned Goods.

The Company reserves the right to reject any Goods that are bespoke or custom-manufactured for the Buyer, as well as any Goods that are returned in damaged condition. Risk in the returned Goods remains with the Buyer until they are delivered to the Company. Title to the returned Goods shall pass to the Company only upon its acceptance of the return request. Products must be unused, unmarked, and in their original packaging.

3.6 The Company reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

3.7 The Buyer is responsible for obtaining, at its own cost, such import licences and other consents in relation to the Goods as are required from time to time and, if required by the Company, the Buyer shall make those licences and consents available to the Company prior to the relevant shipment.

3.8 When the Buyer places an Order, the Buyer must include all applicable product codes for Goods. The Company shall have no liability of any kind if the Company delivers incorrect Goods where the Buyer has not included the correct product code or otherwise incorrectly described the Goods it is ordering, and the cost of returning such goods shall be for the account of the Buyer.

DELIVERY OF GOODS

4.1 The Company shall ensure that:

(a) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Buyer and Company reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

(b) if the Company requires the Buyer to return any packaging material to the Company, that fact is clearly stated on the delivery note. The Buyer shall make any such packaging materials available for collection at such times as the Company shall reasonably request. Returns of packaging materials shall be at the Company's expense. If such packaging materials are not so returned, they will be chargeable at replacement value and no credit will be due on such packaging materials.

4.2 Unless otherwise agreed, the Company shall deliver the Goods EXW Incoterms 2020 to the Company's premises as set out in the Order (Delivery Location).

4.3 Delivery of the Goods shall be completed when the Goods are made available for collection at the Delivery Location or if an alternative delivery method has been agreed, when the Goods leave the Company's premises or the premises of any third party contracted to fulfil the Company's obligations under the Contract.

4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event, third party manufacturing delays, or the Buyer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.5 If the Company fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, the Buyer's failure to provide the Company with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

4.6 If the Buyer fails to accept or take delivery of the Goods within 3 Business Days of the Company notifying the Buyer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Contract in respect of the Goods:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Company notified the Buyer that the Goods were ready; and
- (b) the Company shall store the Goods until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).

4.7 If 10 Business Days after the Company notified the Buyer that the Goods were ready for delivery the Buyer has not accepted

delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.

4.8 The Buyer shall not be entitled to reject the Goods if the Company delivers up to and including 5 per cent more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be made to the Order invoice on receipt of notice from the Buyer that the wrong quantity of Goods was delivered.

4.9 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

QUALITY AND QUANTITY OF GOODS

5.1 The Company shall, as far as possible, pass any third party warranty for Goods manufactured or produced by a third party, to the Buyer.

5.2 Subject to clause 5.1, the Company warrants that on delivery, and unless stated otherwise, for a period of 12 weeks from the date of delivery (warranty period), the Goods shall:

- (a) conform with their description;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by the Company;

in all cases within normal trade tolerances.

5.3 Subject to clause 5.4, if:

- (a) the Buyer gives notice in writing within 3 Business Days of delivery if such defect would have been apparent upon inspection on delivery or during the warranty period within reasonable time of discovery if not apparent on delivery that some or all of the Goods do not comply with the warranty set out in clause 5.2;
- (b) the Company is given a reasonable opportunity of examining such Goods in a timely manner; and
- (c) the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Buyer's cost, the Company shall, at its option, repair or replace the defective Goods, or issue a credit note to the Buyer equivalent in value to the price of any defective Goods.

5.4 The Company shall not be liable for the Goods' failure to comply with the warranty in clause 5.2 if:

- (a) the Buyer makes any further use of such Goods after giving a notice in accordance with clause 5.3;
- (b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c) the defect arises as a result of the Company following any drawing, design or specification supplied by the Buyer;
- (d) the Buyer or any third party alters, repairs or processes such Goods without the prior written consent of the Company or to the extent that the original Goods are no longer traceable;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, abnormal working, or environmental conditions;
- (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards;
- (g) the defects are as a result of external circumstances which in the reasonable opinion of the Company, any prudent Buyer would have prevented against, for example water, heat and fire; or

(h) the Goods prove ineffective for the Buyer's intended use: the Buyer must satisfy itself that Goods are used appropriately.

5.5 Except as provided in these Conditions, the Company shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 5.2 and all other warranties and conditions are hereby expressly excluded to the fullest extent permitted by law.

5.6 If there is a shortfall in delivery volume of 10% or less of the Order, the Company shall have no liability unless the Buyer informs the Company within 5 Business Days of delivery.

TITLE AND RISK

6.1 The risk in the Goods shall pass to the Buyer on completion of delivery in accordance with clause 4.3.

6.2 Title to the Goods shall not pass to the Buyer until the earlier of:

(a) the Company receiving payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Buyer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

(b) the Buyer reselling the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in clause 6.4.

6.3 Until title to the Goods has passed to the Buyer, the Buyer shall:

(a) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Company's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery and whenever requested by the Company produce a certificate of such insurance to the Company;

(d) notify the Company immediately if it becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(n); and

(e) give the Company such information relating to (i) the Goods and (ii) its financial position, as in either case as the Company may require from time to time.

6.4 Subject to clause 6.5, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives full payment for the Goods. However, if the Buyer resells the Goods before that time:

(a) it does so as principal and not as the Company's agent; and

(b) title to the Goods shall pass from the Company to the Buyer immediately before the time at which resale by the Buyer occurs.

6.5 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(o), then, without limiting any other right or remedy the Company may have: (a) the Buyer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and (b) the Company may at any time require the Buyer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

6.6 At any time before title to the Products passes to the Buyer, the Company may:

(a) by notice in writing, terminate the Buyer's right under Clause 6.4 to resell the Goods or use them in the ordinary course of its business; and

(b) require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Buyer does not do so promptly, enter any premises of the Customer or of any third party where the relevant Products are stored in order to recover them.

SUPPLY OF SERVICES

7.1 The Company shall provide the Services to the Buyer in accordance with the Service Specification in all material respects.

7.2 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 The Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Company shall notify the Buyer in any such event.

7.4 The Company warrants to the Buyer that the Services will be provided using reasonable care and skill.

BUYER'S OBLIGATIONS

8.1 The Buyer shall:

(a) co-operate with the Company in all matters relating to the Services;

(b) provide the Company, its employees, agents, consultants and subcontractors, with access to the Buyer's premises, office accommodation and other facilities as reasonably required by the Company to provide the Services;

(c) provide the Company with such information and materials as the Company may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

(d) prepare the Buyer's premises for the supply of the Services;

(e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and

(f) where applicable, keep and maintain all materials, equipment, documents and other property of the Company at the Buyer's premises in safe custody at its own risk, maintain such materials in good condition until returned to the Company, and not dispose of or use the Company's materials other than in accordance with the Company's written instructions or authorisation.

8.2 If the Company's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation (Buyer Default):

(a) the Company shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent the Buyer Default prevents or delays the Company's performance of any of its obligations;

(b) the Company shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 8.2; and

(c) the Buyer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Buyer Default.

8.3. The Buyer shall, and shall procure that its employees, agents, consultants and subcontractors shall, not use the Goods other than for the purposes and in the manner expressly set out in the Company's written instructions (if any) supplied to Buyer in relation to the Goods.

PRICE AND PAYMENT

9.1 The price for Goods shall be the price set out in the Company's quotation. The price of the Goods is exclusive of all costs and charges of packaging, insurance and transport of the Goods, which shall be paid by the Buyer when it pays for the Goods.

9.2 The charges for Services shall be on a time and materials basis (which shall be an estimate only where set out in a quotation by the Company):

(a) the charges shall be calculated in accordance with the Company's standard daily fee rates, as set out in the individual quotation;

(b) the Company's standard daily fee rates for each individual person are calculated on the basis of an eight hour day from 8.00 am to 5.00 pm worked on Business Days;

(c) the Company shall be entitled to charge an overtime rate of 150% per cent of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.2(b).

9.3 The Company reserves the right to:

(a) increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 12 month period; and

(b) increase the price of the Goods, by giving notice to the Buyer at any time before delivery, to reflect any increase in the cost of the Goods to the Company that is due to:

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

(ii) any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

(iii) any delay caused by any instructions of the Buyer in respect of the Goods or failure of the Buyer to give the Company adequate or accurate information or instructions in respect of the Goods

9.4 In respect of the Goods and Services, the Company shall invoice the Buyer on or at any time after an Order has been accepted. The Company reserves the right to demand full or partial payment of an Order prior to delivery or commencement of Services.

9.5 Except where separate payment terms have been agreed with the Company and set out in an accepted account application, the Buyer shall pay each invoice submitted by the Company in full and cleared funds to a bank account nominated by the Company in writing by no later than thirty days after the end of the month of issue of the invoice. Time for payment shall be of the essence of the Contract. The Buyer shall use the Order number as its payment reference. If the Customer wishes to query an invoice, it must do so within ten (10) Business Days of receiving such invoice (the first such Business Day being the day immediately following such receipt. After that period, the Customer shall be deemed to have accepted such invoice as correct and payable in full, and may not challenge the invoice or require any further confirmation that the invoice is correct on its face.

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

9.7 All taxes, charges, levies, assessments and other fees of any kind imposed on the purchase or import of the Goods shall be the responsibility of, and for the account of, the Buyer.

9.8 If the Buyer fails to make any payment due to the Company under the Contract by the due date for payment, then the Company shall be entitled to:

(a) suspend all or any further deliveries of Goods or commencement of Services to the Buyer; and

(b) charge interest on the overdue amount and claim all other costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.

9.9 The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Buyer against any amount payable by the Company to the Buyer.

9.10 If the Buyer benefits from a credit arrangement with the Company and the Buyer fails to make any payment due to the Company under the Contract by the due date for payment, all unpaid invoices shall become due and payable immediately, the credit arrangement will terminate, and all future invoices must be paid in the normal course.

9.11 Small Order Charge. For any Order where the total price of Goods (excluding VAT, delivery, and other charges) is below £250, a £25 order processing fee shall be applied and added to the invoice for the relevant Order.

9.12 Sustainability Contribution. Each Order shall include a charge of £2.98 as a sustainability contribution, which will be added to the invoice for the relevant Order. This contribution supports the Company's environmental initiatives and sustainability programs. This charge is non-negotiable and applies to all Orders regardless of value.

INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in the Goods and/or Services or arising out of or in connection with the Goods and/or Services are and shall remain the exclusive property of the Company or its licensors.

10.2 Nothing in these Conditions shall be construed as conferring any licence or granting any rights in favour of the Buyer in relation to the Intellectual Property Rights.

10.3 The Buyer shall not repackage the Goods and/or remove any trade mark or copyright notices, confidential or proprietary legends or identification from the Goods save for any removal which is a necessary result of a manufacturing or production process.

10.4 No warranty or representation is given by the Company that the Goods or Services do not infringe Intellectual Property Rights of any person.

10.5 The Company shall be solely entitled, at its own initiative, to initiate any claim, action or proceedings against third parties in the event of counterfeiting, illegal imitation or unauthorized use of any Intellectual Property Rights belonging to it, at its sole discretion and at its own expense. In this respect, the Buyer undertakes to notify the Company, in writing and without delay, of any act of counterfeiting, unlawful imitation, unauthorized use and more generally any infringement of Company's Intellectual Property Rights that comes to its knowledge.

10.5 In the context of any action that may be taken by the Company, the Buyer undertakes to provide the Company with all reasonable assistance that the Company may require. The Contract does not imply attribution of any right, delegation or power authorising the Buyer to act against third parties in the event of infringement of the Company's Intellectual Property Rights.

10.6 Subject to clause 3.3, if the Company develops a product for the Buyer's specific requirements, all Intellectual Property Rights created, composed, arranged or made in any other way whatsoever, pursuant to or arising from the instruction shall vest in the Company ("Contributions"). To the extent necessary the Buyer hereby assigns to the Company on an exclusive basis with full title guarantee for the legal duration of the copyright and related rights, including any extensions or renewals, for the entire world all Contributions' Intellectual Property Rights created, composed, arranged or made in any other way whatsoever.

CONFIDENTIALITY

11.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.

11.2 Each party shall comply with the (i) UK GDPR and secondary legislation (as amended or updated from time to time); (ii) any successor legislation to the GDPR; and/or (iii) any other directly applicable regulation relating to data protection and privacy. The Buyer acknowledges the Company may collect personal data from the Buyer in performing the Contract, the purpose being the proper performance of the Contract. In such performance, the Company may process information provided by the Buyer to the Company ("Data"), and the Buyer authorises the Company to process Data. More information about how the Company may use personal data of the Buyer or of the Buyer's employees, agents and subcontractors is available on [ADD LINK TO PRIVACY POLICY].

LIMITATION OF LIABILITY

12.1 Nothing in these Conditions shall limit or exclude the Company's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (d) defective products under the Consumer Protection Act 1987.

12.2 Subject to clause 12.1:

- (a) the Company shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Company's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods and/or Services.

12.3 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This clause 12 shall survive termination of the Contract.

TERMINATION

13.1 The Company may terminate the Contract with immediate effect by giving written notice to the Buyer if:

- (a) the Buyer fails to pay any amount due under this Contract on the due date for payment;
- (b) the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- (c) the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;
- (e) the Buyer (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer (being a company);
- (h) the holder of a qualifying charge over the assets of the Buyer (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the Buyer or a receiver is appointed over the assets of the Buyer;
- (j) any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1(b) to clause 13.1(i) (inclusive);

- (k) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- (l) the Buyer's financial position deteriorates to such an extent that in the Company's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- (m) the Buyer (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation;
- (n) there is a change of control of the Buyer (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- (o) the Buyer acts in such a manner as to cause the Customer to reasonably conclude that the Buyer does not intend to comply with its obligations under the Contract.

13.2 Without limiting its other rights or remedies, the Company may suspend all further deliveries of Goods under the Contract or any other contract between the Buyer and the Company if the Buyer fails to pay any amount due under this Contract on the due date for payment, or if the Buyer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(m), or the Company reasonably believes that the Buyer is about to become subject to any of them.

13.3 On termination of the Contract for any reason:

- (a) the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and which shall be payable by the Buyer immediately on receipt;
- (b) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (c) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

FORCE MAJEURE

14.1 For the purposes of this Contract, Force Majeure Event means an event beyond a party's reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving its own workforce or any other party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

14.2 Neither party shall be liable for any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

14.3 If the Force Majeure Event prevents continues for more than 12 weeks, either party shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the other party.

GENERAL

15.1 Assignment and other dealings. (a) The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party. (b) The Buyer shall not, without the prior written consent of the Company, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

15.2 Notices. (a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier, fax or e-mail. (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one

Business Day after transmission.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

15.3 Severance. (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract. (b) If any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.4 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.6 Third parties. A person who is not a party to the Contract shall not have any rights to enforce its terms.

15.7 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Company.

15.8 Governing law. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15.9 Jurisdiction Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).