

TERMS AND CONDITIONS FOR THE SUPPLY OF ROTAHEAT PRODUCTS AND/OR SERVICES

The Customer's attention is drawn in particular to the provisions of condition 12.

1 Definitions and interpretation

1.1 In these Conditions, the following definitions apply:

"Business Contact Data" the business contact information of personnel engaged by either party, specifically the name, business telephone number, business email address, business postal address and/or the job title of such personnel;

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

"Conditions" the terms and conditions set out in this document as amended from time to time in accordance with condition 16.3;

"Confidential Information" any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise, relating to the business, affairs, customers, suppliers, employees, affiliates, products and/or methods of the Supplier or the Customer and disclosed to or otherwise obtained by the other party in connection with the Contract;

"Contract" the contract between the Supplier and the Customer for the sale and purchase of the Products and/or Services, which incorporates these Conditions, any agreed special terms and conditions detailed in the Order, the Order, the Supplier's Order acknowledgement, the Product Specification, the Service Specification and the User Manual (where applicable);

"Customer" the person or firm who purchases the Products and/or Services from the Supplier;

"DAP" the Delivered at Place Incoterm pursuant to the Incoterms® 2020;

"Data Protection Laws" the Data Protection Act 2018, the UK GDPR, GDPR, and any relevant law implemented as a result of GDPR and ePrivacy Law;

"Deliverables" all documents, products and materials developed by the Supplier as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, and reports (including drafts);

"ePrivacy Law" Directive 2002/58/EC concerning the processing of personal data and the protection of privacy in the electronic communications sector, as amended by Directive 2009/136/EC and any relevant law implementing or superseding Directive 2002/58/EC including without limitation the Privacy and Electronic Communication (EC Directive) Regulations 2003 and any superseding law;

"Expected Performance Level" the expected performance level of the Products based on testing and independent verification in a predetermined operating environment, as detailed in the Product verification report prepared by the Building Research Establishment (BRE Global);

"EXW" the Ex-Works Incoterm pursuant to the Incoterms® 2020;

"Force Majeure Event" has the meaning given in condition 14;

"GDPR" Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

"Incoterm" DAP or EXW;

"Incoterms® 2020" the international trade terms published by the International Chamber of Commerce, as updated from time to time;

"Intellectual Property Rights" patents, rights to inventions, copyright and related rights, moral 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 trade secrets 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 Customer's order for the Products and/or Services, as set out in the Customer's purchase order form;

"Personal Data", **"Controller"**, **"Processor"** and **"Process"** bear the meaning given to that expression in GDPR;

"Products" the Products (or any part of them) set out in the Order;

"Product Specification" any specification or fact sheet for the Products, including any related plans and drawings, details of which may be found on the Supplier's Website, or provided by the Supplier on request;

"Services" the services, including any Deliverables, to be provided by the Supplier under the Contract, in accordance with the Service Specification (if applicable);

"Service Specification" any specification for the Services that is agreed in writing by the Supplier and the Customer;

"Supplier's Website" www.rotaheat.co.uk;

"Supplier" Rotaheat Limited (registered in England and Wales with company number 08328950);

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and

"User Manual" the manual supplied with the Products, which provides certain user information for the Customer, including how to use, store and maintain the Products.

1.2 In these Conditions, the following rules apply:

- 1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended, re-enacted or superseded. A reference to a statute or statutory provision includes any

subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

- 1.2.2 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;

- 1.2.3 any obligation in these Conditions on a person not to do something includes an obligation not to agree or allow that thing to be done; and

- 1.2.4 a reference to **"writing"** or **"written"** includes emails.

2 Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Products and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Product Specification and/or Service Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence. Once the Contract comes into existence, the Customer shall not cancel or vary the Order without the Supplier's express written consent. The Supplier reserves the right to charge the Customer reasonable cancellation charges in the event of any such cancellation.

2.4 Any samples, drawings, descriptive matter or advertising produced by the Supplier, and any illustrations contained in the Supplier's catalogues or brochures or on the Supplier's Website (except in the Product Specification), are produced for the sole purpose of giving an approximate idea of the Products and/or Services described in them. They shall not form part of the Contract or have any contractual force.

2.5 Any quotation given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 20 Business Days from its date of issue.

2.6 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any document that is inconsistent with these Conditions.

2.7 The Supplier shall not be responsible for the procurement of any licences, consents or permissions required for the ownership, installation/incorporation and/or operation of the Products. The Customer shall be responsible for obtaining the same prior to delivery of the Products.

3 Products

3.1 The Products are described on the Supplier's Website and in the Product Specification.

3.2 The Supplier reserves the right to amend the Product Specification if required by any applicable statutory or regulatory requirements.

3.3 The Customer must strictly comply with the User Manual in relation to the Products, including, without limit, their handling, installation, use, maintenance and incorporation into other products. The Supplier shall have no liability for any claims, liabilities, costs, expenses, damages and losses suffered or incurred by the Customer or any third party arising out of or in connection with the Customer's breach of this condition 3.3.

4 Delivery of the Products

4.1 The Supplier shall ensure that each delivery of the Products is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Supplier reference numbers, the type and quantity of the Products (including the code number of the Products, where applicable) and, if the Order is being delivered by instalments, the outstanding balance of Products remaining to be delivered.

4.2 The Company shall deliver the Products, and delivery of the Products shall be deemed to be completed, in accordance with the applicable Incoterm.

4.3 The parties agree to comply with their obligations pursuant to the applicable Incoterm.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of, or failure to deliver, the Products that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Products, or to comply with the applicable Incoterm.

4.5 If the Customer fails to take delivery of the Products within three Business Days of any notified delivery date, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

- 4.5.1 delivery of the Products shall be deemed to have been completed at 09:00 on the third Business Day after the notified delivery date; and

- 4.5.2 the Supplier may store the Products until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

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4.6 If 10 Business Days after the notified delivery date the Customer has not taken delivery of the Products, the Supplier may resell, reuse or otherwise part or all of the Products and:

4.6.1 if payment has already been received in full or part, after deducting reasonable storage, administrative and selling costs, return the balance to the Customer or invoice the Customer for any shortfall (as applicable); or

4.6.2 if payment has not been made, invoice the Customer for such reasonable storage, administrative and selling costs.

4.7 The Supplier may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5 Quality of the Products

5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery ("**Warranty Period**"), the Products shall:

5.1.1 conform with the Product Specification;

5.1.2 be free from material defects in design, material and workmanship; and

5.1.3 be fit for any purpose held out by the Supplier.

5.2 Subject to conditions 5.3 and 5.4, if:

5.2.1 the Customer gives notice in writing to the Supplier during the Warranty Period immediately following discovery, or notification of a discovery, that some or all of the Products do not comply with the warranty set out in condition 5.1. Such notice shall describe and evidence the relevant defect;

5.2.2 the Supplier is given a reasonable opportunity of examining such Products, at a location that is reasonably accessible, safe and appropriate for an examination; and

5.2.3 the Customer (if asked to do so by the Supplier) returns such Products to the Supplier's place of business carefully packed and accompanied by a detailed failure report, at the Customer's cost,

the Supplier shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full.

5.3 The Customer must ensure that, prior to any examination or return of the Product pursuant to condition 5.2, the Product is clean and safe to handle, and accompanied by certification to that effect duly signed by an authorised officer of the Customer. Any Product without certification will be quarantined and no action will occur until cleared.

5.4 The Supplier shall not be liable for any Products' failure to comply with the warranty set out in condition 5.1 in any of the following events:

5.4.1 the Customer, or any customer of the Customer who incorporates the Products into its own products, materials or equipment, or otherwise ("**Third Party**"), makes any further use of such Products after the Customer gives notice in accordance with condition 5.2;

5.4.2 the Customer, or any Third Party, incorporates the Products into its own products, materials or equipment, or otherwise, and as a result of such incorporation a defect arises, which the Customer cannot evidence, to the Supplier's reasonable satisfaction, was caused otherwise than by the incorporation of the Products with other products;

5.4.3 the defect arises because the Customer, or any Third Party, failed to follow the User Manual and any other oral or written instructions of the Supplier as to the storage, installation, use and maintenance of the Products;

5.4.4 the Customer, or any Third Party, alters or repairs the Products without the written consent of the Supplier;

5.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

5.4.6 the Products differ from the Product Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.5 The Supplier shall not be liable for any failure of bearings and/or seals within the Products during the Warranty Period or thereafter, except, during the Warranty Period, to the extent they are defective.

5.6 The Supplier gives no warranty that the Expected Performance Level will be achieved in a Customer's or Third Party's operating environment, and shall not be liable for any failure of the Products to meet the Expected Performance Level in such operating environment.

5.7 Except as provided in this condition 5, the Supplier shall have no liability in respect of the Products' failure to comply with the warranty set out in condition 5.1.

5.8 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.9 These Conditions shall apply to any repaired or replacement Products supplied by the Supplier.

5.10 The Customer shall be responsible for ensuring that the Products, and the Customer's, products, materials or equipment incorporating the Products

comply with all local laws applicable to the jurisdiction in which the Customer will use the Products.

6 Title and risk

6.1 Risk in the Products shall pass to the Customer:

6.1.1 in respect of Products delivered on the DAP Incoterm, when the Products are placed at the disposal of the Customer for unloading at the delivery location set out in the Order; and

6.1.2 in respect of Products delivered on the EXW Incoterm, when the Products are suitably packed and placed at the disposal of the Customer for loading at the delivery location set out in the Order.

6.2 Title to the Products shall pass to the Customer upon the Supplier receiving payment in full (in cash or cleared funds) of the final invoice for the Products.

6.3 Until title to the Products has passed to the Customer, the Customer shall:

6.3.1 store the Products for which it has not paid separately from all other products held by the Customer so that they remain readily identifiable as the Supplier's property;

6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Products;

6.3.3 maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

6.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in condition 11.1;

6.3.5 give the Supplier such information relating to the Products as the Supplier may require from time to time; and

6.3.6 permit or procure permission for the Supplier, its agents and authorised representatives to enter any premises of the Customer or of any third party where the Products are stored in order to recover the Products.

6.4 Subject to condition 6.5, the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Products. However, if the Customer resells the Products before that time:

6.4.1 it does so as principal and not as the Supplier's agent; and

6.4.2 title to the Products shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

6.5 If before title to the Products passes to the Customer the Customer becomes subject to an Insolvency Event (as defined in condition 11.1.1), then, without limiting any other right or remedy the Supplier may have:

6.5.1 the Customer must immediately notify the Supplier of the event;

6.5.2 the Customer's right to resell the Products or use them in the ordinary course of its business ceases immediately; and

6.5.3 the Supplier may at any time:

6.5.3.1 require the Customer to deliver up all Products in its possession which have not been resold, or irrevocably incorporated into another product; and

6.5.3.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.

7 Performance of the Services

7.1 The Supplier shall from the date specified in the Order, and until completion, provide the Services to the Customer in accordance with the Contract in all material respects.

7.2 The Supplier shall use reasonable endeavours to perform the Services by the date(s) specified in the Order, or otherwise agreed between the parties, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

7.3 The Supplier warrants that it shall provide the Services with reasonable care and skill. 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.

8 Customer obligations

8.1 The Customer shall:

8.1.1 co-operate with the Supplier in all matters relating to the Services;

8.1.2 provide the Supplier with access to the Customer's premises, office accommodation and other facilities reasonably required by the Supplier for the purpose of providing the Services;

8.1.3 provide such information to the Supplier as the Supplier may reasonably request for the purpose of providing the Services and ensure that such information is accurate in all material respects;

8.1.4 comply with all applicable law with respect to its activities under the Contract.

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- 8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
- 8.2.1 the Supplier shall without limiting its other rights or remedies have the right to suspend provision of the Products and/or performance of the Services until the Customer remedies the Customer Default;
- 8.2.2 the Supplier shall not be liable for any losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this condition 8.2; and
- 8.2.3 the Customer shall reimburse the Supplier on demand for any losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.
- 9 Intellectual Property**
- 9.1 The Customer acknowledges that all Intellectual Property Rights used by or subsisting in the Products are and shall remain the sole property of the Supplier or (as the case may be) the third party rights owner.
- 9.2 All Intellectual Property Rights arising in the performance of the Services (including the Deliverables) shall be owned by the Supplier.
- 9.3 Any Intellectual Property Rights created or developed following, or as a result of, any guidance or advice provided by the Supplier to the Customer in respect of the incorporation of the Products into other products, materials or equipment, or otherwise ("**Developed Guidance IP**") shall vest in the Supplier. The Supplier shall grant the Customer a non-exclusive, non-transferable, revocable, non-assignable, non-sub-licensable (unless the Supplier, following a request, consents to the Customer granting a sub-licence on a case by case basis) licence to use the Developed Guidance IP in order to integrate the Products.
- 9.4 The Customer shall do all things reasonably necessary, at the Supplier's cost, to ensure that all Intellectual Property Rights referred to in conditions 9.3 and 9.4 vest in the Supplier.
- 9.5 The Customer may use the Deliverables only for the purpose of receiving the Services.
- 9.6 The Supplier may inform third parties that it provides or has provided the Products to the Customer. The Customer licenses the Supplier to use its name and logo(s) for this sole purpose.
- 9.7 The Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Products in whole or in part.
- 10 Price and payment**
- 10.1 The price of the Products and/or Services shall be the price set out in the Order.
- 10.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Products to reflect any increase in the cost of the Products that is due to:
- 10.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties and increases in labour, materials and other manufacturing costs);
- 10.2.2 any request by the Customer to change the delivery date(s), quantities or types of Products ordered; or
- 10.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 10.3 The price of the:
- 10.3.1 Products is exclusive of costs and charges of packaging, import and export clearance, insurance and transport of the Products, which costs shall be payable by the relevant party in accordance with the applicable Incoterm; and
- 10.3.2 Products and/or Services is exclusive of amounts in respect of value added tax or other applicable sales tax ("**Tax**"), which the Customer shall pay to the Supplier at the prevailing rate, subject to receipt of a valid Tax invoice.
- 10.4 The Supplier may invoice the Customer for the Products and/or Services in accordance with the Order.
- 10.5 The Customer shall pay the invoice in full and in cleared funds in accordance with the payment terms set out in the Order. Payment may be required in full and in advance, in instalments or on agreed credit terms. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.
- 10.6 Payment shall fall due in accordance with condition 10.5 and the Supplier shall accordingly be entitled to sue for the price once it is due, despite the fact that title to the Products has not passed to the Customer.
- 10.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. 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 Customer shall pay the interest together with the overdue amount.
- 10.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).
- 11 Termination and suspension**
- 11.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 11.1.1 the Customer (being a body corporate) is declared or becomes insolvent, applies for or has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, or takes or suffers any similar action in any jurisdiction or any step is taken (including the making of an application, the entering into of a board resolution or the giving of any notice) by it or by any other person in respect of any of these circumstances (an "**Insolvency Event**");
- 11.1.2 the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default for more than 10 days;
- 11.1.3 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy; or
- 11.1.4 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 11.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Products and/or Services under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to an Insolvency Event, or the Supplier reasonably believes that the Customer is about to become subject to an Insolvency Event, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 11.3 On termination of the Contract for any reason:
- 11.3.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest, and in respect of Services supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which the Customer shall pay immediately on receipt;
- 11.3.2 the Customer shall return any Deliverables which have not been fully paid for. If the Customer fails to do so, the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose other than receiving and using the Services.
- 11.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.
- 11.5 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.
- 12 Limitation of liability**
- 12.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- 12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 12.1.2 fraud or fraudulent misrepresentation;
- 12.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1979;
- 12.1.4 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 12.2 Subject to condition 12.1:
- 12.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, for:
- 12.2.1.1 any indirect, special, or consequential loss or damage;
- 12.2.1.2 any loss of profits, anticipated profits, revenue or business opportunities;
- 12.2.1.3 wasted expenditure; or
- 12.2.1.4 damage to goodwill,
- in each case arising as a direct or indirect result of the relevant claim; and
- 12.2.2 the Supplier's total liability to the Customer 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 100% of value of the Order.
- 12.3 The Supplier shall not be liable for third party claims arising out of or in connection with the incorporation of the Products into other products, systems, materials or equipment, and the Customer shall indemnify the Supplier against all claims, liabilities, costs, expenses, damages and losses suffered or incurred by the Supplier arising out of or in connection with any

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third party claim made against the Supplier in respect of damage to property (including, without limit, the products, systems, materials or equipment into which the Products may be incorporated), death or personal injury, or any other damage or loss, arising from any fault or defect in the incorporation of the Products into other products, materials or equipment. This indemnity shall not cover the Supplier to the extent that the claim results from the Supplier's negligence or wilful misconduct.

13 Confidentiality

- 13.1 Subject to condition 13.2, each party to the Contract (the "Recipient") shall:
- 13.1.1 use the other party's (the "Disclosing Party") Confidential Information solely for the performance of the Contract; and
- 13.1.2 keep the Disclosing Party's Confidential Information strictly confidential and not, without the Disclosing Party's prior written consent, disclose it to any other person.
- 13.2 The Recipient may disclose the Disclosing Party's Confidential Information:
- 13.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Recipient's rights or carrying out its obligations under or in connection with the Contract and the Recipient shall ensure that such persons comply with this condition 13.2;
- 13.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
- 13.2.3 if such information is public knowledge or already known to the Recipient at the time of disclosure or subsequently becomes public knowledge other than by breach of any duty of confidentiality (contractual or otherwise).
- 13.3 This condition 13 shall survive termination of the Contract.

14 Force majeure

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event which hinders, delays or prevents performance of a party's obligations and which is either beyond that party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure or interruption of energy sources, other utility service or transport network, acts of God, war, threat of or preparation for war, armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, sanctions, embargo, export or import restriction, quota or prohibition, breaking off of diplomatic relations, national or international calamity, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosion, collapse of building structures, fire, flood, drought, storm, earthquake, volcanic eruption, loss at sea, epidemic, pandemic or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

15 Data protection

- 15.1 The parties acknowledge and agree that for the purposes of the Contract:
- 15.1.1 each party is a controller for the personal data it processes in connection with the Contract;
- 15.1.2 each party is responsible for its own compliance with its data protection obligations under Data Protection Laws with regard to its processing of personal data; and
- 15.1.3 the only personal data to be transmitted between the parties is Business Contact Data.
- 15.2 If a party (the "Disclosing Party") discloses Business Contact Data to the other party (the "Recipient Party"), the Disclosing Party shall ensure that such disclosure is lawful.
- 15.3 The Recipient Party shall only process the Disclosing Party's Business Contact Data:
- 15.3.1 to the extent necessary to perform its obligations under the Contract or as is otherwise necessary to comply with a legal obligation; and
- 15.3.2 in compliance with Data Protection Laws.
- 15.4 In the event that condition 15.1.3 becomes or will become inaccurate or incomplete before the expiry or termination of the Contract, the parties shall use reasonable endeavours to negotiate in good faith to vary the Contract as soon as reasonably practicable in order to: (i) reflect the personal data being transmitted between the parties; and (ii) ensure that the transmission and processing of such personal data complies with all applicable requirements under Data Protection Laws.

16 General

16.1 Assignment and other dealings

- 16.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 16.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

16.2 Entire agreement

The Contract (incorporating these Conditions) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

16.3 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 in writing and signed by the parties.

16.4 Waiver

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of or prevent or restrict the 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.

16.5 Severance

If any 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 shall be deemed deleted. Any modification or deletion of a provision under this condition shall not affect the validity and enforceability of the rest of the Contract.

16.6 Notices

- 16.6.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
- 16.6.1.1 delivered by hand or by a signed-for next working day delivery service or by airmail at its registered office (if a company) or its principal place of business (in any other case); or
- 16.6.1.2 sent by email to the email address specified in the Order.
- 16.6.2 Any notice or communication shall be deemed to have been received:
- 16.6.2.1 if delivered by hand, on signature of a delivery receipt or, if not signed for, at the time the notice is left at the correct address;
- 16.6.2.2 if sent by a signed-for next working day delivery service, at the time recorded by the delivery service;
- 16.6.2.3 if sent by airmail, at 09:00 on the fifth Business Day after posting; and
- 16.6.2.4 if sent by email, at 09:00 on the next Business Day after transmission.
- 16.6.3 This condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16.7 Third party rights

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

16.8 Relationship

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Supplier and the Customer, 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.

16.9 Governing law

The Contract 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.

16.10 Jurisdiction

Any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules, which Rules are deemed to be incorporated by reference into this condition. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.