

**PALINTEST LIMITED**  
**STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES**

**The Customer's attention is particularly drawn to the price increase clause at Condition 7.4 and the exclusions and limitations of liability at Condition 10.**

**1. DEFINITIONS AND INTERPRETATION**

This is version 1 of these Conditions dated 22 April 2022. In these Conditions:

- 1.1 defined words and expressions have the meanings set out at Condition 25 unless the context otherwise requires;
- 1.2 references to the defined term Conditions are to the terms and conditions set out in this document;
- 1.3 all headings are for ease of reference only and will not affect the construction or interpretation of these Conditions;
- 1.4 unless the context otherwise requires:
  - 1.4.1 references to the singular include the plural and vice versa and references to any gender include every gender;
  - 1.4.2 references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.5 references to any statute or statutory provision include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.6 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- 1.7 the meaning of general words introduced by the word "other" or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- 1.8 references to "in writing" or "written" include e-mail;
- 1.9 any reference to an English or Welsh legal term, concept or thing will, in respect of any jurisdiction other than that of England and Wales, be deemed to include a reference to what most nearly approximates to the English or Welsh legal term in that jurisdiction;
- 1.10 any reference to:
  - 1.10.1 time of day is to London GMT or BST (as relevant);
  - 1.10.2 a day is to a period of 24 hours running from midnight to midnight;
  - 1.10.3 an obligation on a party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that party; and
  - 1.10.4 any obligation on a party not to do or omit to do anything includes an obligation not to allow (whether expressly or by a failure to take reasonable steps to prevent) that thing to be done or omitted to be done by any other person.

**2. CONTRACT FORMATION**

- 2.1 Any quotation given by the Supplier will be valid for 30 days from and including its date, and will constitute an invitation to treat and not an offer.
- 2.2 The Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier on these Conditions. A contract for the supply of Goods and/or Services by the Supplier to the Customer on these Conditions will be formed when the Supplier accepts the Order by issuing an Order Acknowledgement to the Customer. The Supplier is under no obligation to accept the Order. The Customer may not cancel its Order except as set out in Condition 7.4.
- 2.3 These Conditions are the only terms and conditions on which the Supplier will supply goods and/or services to the Customer and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
- 2.4 Delivery or commencement of the performance of the Services will be deemed conclusive evidence of the Customer's acceptance of these Conditions.
- 2.5 The Supplier will be entitled, at its discretion, to deliver Goods by separate instalments. The Supplier will be entitled to invoice the Price for each instalment separately in accordance with Condition 7.5. Each instalment will be deemed to be a separate contract and no cancellation or termination of any one contract relating to an instalment will give the Customer the right to cancel or terminate any other contract. Letters of Credit should allow for delivery in instalments and terms should ensure that despatch and negotiation dates allow sufficient time for documents to be submitted before expiry.

**3. THE GOODS**

- 3.1 The Supplier will obtain the Customer's prior approval in order to:
  - 3.1.1 vary the design, finish or Specification of Goods and/or their packaging; and/or
  - 3.1.2 substitute any materials or parts which are used in Goods and which are unavailable for any reason with alternative materials or parts,

unless the variation or substitution is necessary to comply with Applicable Law, in which case the Supplier will use reasonable endeavours to give the Customer prior written notice of any such variation or substitution.

- 3.2 With the exception of the Specification, all samples, drawings, descriptive and illustrative matter and advertising issued or published by the Supplier (or the manufacturer of the Goods) are for the sole purpose of giving an approximate idea of the relevant Goods.
- 3.3 The Contract is not a sale by sample.
- 3.4 The Supplier is a registered producer under the UK WEEE Regulations WEE/HE0048TZ. Upon the sale of all Goods which are electrical and electronic equipment ("EEE") the Customer agrees to accept the financial obligations for removal, collection, recovery and recycling of the EEE once it becomes waste and for any replaced EEE provided to the Customer.

**4. DELIVERY**

- 4.1 Unless otherwise specified in the Order Acknowledgement, the Goods will be EXW Incoterms 2020 at the location specified in the Order Acknowledgement. Delivery of the Goods will be deemed to occur when the Supplier completes its delivery obligations under that Incoterm or as otherwise set out in the Order Acknowledgement. To the extent that these Conditions or the Order Acknowledgement set out that the Goods will be Delivered pursuant to an Incoterm 2020, then where there is any conflict or inconsistency between Incoterms 2020 and these Conditions, Incoterms 2020 will take precedence.
- 4.2 Where the Order Acknowledgement specifies that the Supplier shall arrange carriage, carriage shall be via the Supplier's nominated carriers or forwarding agents, otherwise a surcharge will be imposed.
- 4.3 The Supplier will use reasonable endeavours to Deliver the Goods on the estimated date set out in the Order Acknowledgement, but time for Delivery of the Goods will not be of the essence of the Contract. Any Delivery dates given by the Supplier are estimates only.
- 4.4 If the Goods have not been Delivered under Condition 4.1 within 20 Business Days from and including the latter of:
  - 4.4.1 the estimated Delivery date set out in the Order Acknowledgement; or
  - 4.4.2 any updated estimated Delivery date notified to the Customer in writing,the Customer will notify the Supplier in writing and, if the Supplier fails to Deliver the Goods within a further 10 Business Days of the Customer's written notice, the Supplier will refund to the Customer any monies which the Customer has already paid to the Supplier under the Contract for the Goods. Subject to Condition 10.4, the Supplier's sole Liability for its failure to Deliver the Goods will be limited to the price (exclusive of VAT) paid by the Customer in obtaining replacement goods of equivalent description and quality in the cheapest market available, less the Price of the Goods. The Customer will not otherwise be entitled to cancel the Contract or to reject any Goods by reason of a delay in Delivery or failure to Deliver.
- 4.5 If Delivery occurs but the Customer fails to accept delivery of, or to collect, the Goods, the Supplier will be entitled to:
  - 4.5.1 store or arrange for storage of the Goods until the Customer accepts delivery of them or they are disposed of under Condition 4.5.2 (as applicable) and to take such action as it considers necessary to attempt to re-deliver the Goods to the address specified in the Order Acknowledgement; or
  - 4.5.2 treat the Contract as repudiated by the Customer and dispose of the Goods in any way it sees fit, including by sale to another person. If the Supplier sells any of the Goods under this Condition 4.5.2 at a price which is less than the relevant Price plus any relevant packaging, insurance, carriage and delivery costs, the Supplier will be entitled to charge the Customer for the shortfall; and
  - 4.5.3 charge the Customer for all costs and expenses which the Supplier incurs under Conditions 4.5.1 and 4.5.2.
- 4.6 The Customer will ensure that any Goods and/or Services that the Customer purchases or receives from the Supplier under the Contract will not be received, imported, exported, re-exported, transferred, sold or used except in compliance with (i) all Applicable Laws, regulations, orders and requirements relating to import, export control and sanctions, as they may be amended from time to time, including without limitation those of the United States of America, the European Union, the United Kingdom, and the jurisdictions in which the Customer and the Supplier are established, conduct business or from which the Goods and/or Services may be supplied; and (ii) the requirements of any licences, authorisations or licence exceptions relating to the receipt, import, export, re-export, transfer use or sale of the Goods and/or Services.

**5. INSPECTION AND ACCEPTANCE**

- 5.1 The Customer will inspect the Goods on Delivery and will within 10 Business Days from and including the date of Delivery give written notice to the Supplier of any breach of the warranty in Condition 8.1 in relation to those Goods which is or should be identifiable upon reasonable inspection.
- 5.2 If the Customer does not give notice to the Supplier under Condition 5.1 in respect of the Goods, the Customer will be deemed to have accepted the Goods on expiry of the 10 Business Day period from and including the date of Delivery.

**6. PASSING OF RISK AND RETENTION OF TITLE**

- 6.1 Risk of damage to or loss of the Goods will pass to the Customer on Delivery.

- 6.2 Subject to Conditions 6.3 and 6.4, legal and beneficial ownership of the Goods will not pass to the Customer until the Supplier has received in full in cleared funds:
- 6.2.1 all sums due to it in respect of the Goods; and
- 6.2.2 all other sums which are or which become due to the Supplier from the Customer on any account whatsoever.
- 6.3 The Customer may resell the Goods if that is in the ordinary course of its business (but not otherwise) and, if it does so, legal and beneficial ownership of Goods will pass to the Customer immediately prior to the Customer entering into a binding contract for the sale of those Goods.
- 6.4 The Supplier may, by giving written notice to the Customer, pass legal and beneficial ownership of the Goods (or any of them) to the Customer at any time before such ownership would otherwise have passed to the Customer.
- 6.5 Until ownership of the Goods has passed to the Customer, the Customer will:
- 6.5.1 hold the Goods on a fiduciary basis as the Supplier's bailee;
- 6.5.2 store the Goods (at no cost to the Supplier) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Supplier's property;
- 6.5.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.5.4 maintain the Goods in satisfactory condition; and
- 6.5.5 keep the Goods insured for their full price against damage or loss on an "all risks" basis.
- 6.6 The Customer's right to possession, use and resale of the Goods will terminate immediately if, before ownership of the Goods passes to the Customer in accordance with Conditions 6.2, 6.3 or 6.4:
- 6.6.1 the Customer suffers an Insolvency Event;
- 6.6.2 the Supplier gives the Customer written notice that it has any reasonable concerns regarding the financial standing of the Customer;
- 6.6.3 the Customer fails to pay any sum due to the Supplier under the Contract on or before the due date;
- 6.6.4 the Customer encumbers or in any way charges any of the Goods; or
- 6.6.5 the Contract expires or terminates for any reason.
- 6.7 Once the Goods are Delivered to the Customer, the Supplier will be entitled to recover payment for the Goods (including by way of an action for the price) notwithstanding that ownership of any of the Goods has not passed from the Supplier.
- 6.8 The Customer grants, and will procure that the owner of any third party premises grants, the Supplier, its agents, employees and subcontractors an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession, use and resale has terminated, to recover them.
- 6.9 Where the Supplier is unable to determine whether any goods are the Goods in respect of which the Customer's right to possession, use and resale has terminated, the Supplier will be deemed to have sold all goods of the kind sold by the Supplier to the Customer in the order in which they were invoiced to the Customer.
- 6.10 If the Customer's right to possession, use and resale of the Goods terminates in accordance with Condition 6.6, the Supplier will be entitled to issue the Customer with a credit note for all or any part of the price of the Goods together with value added tax thereon.
- 6.11 The Supplier's rights contained in this Condition 6 will survive expiry or termination of the Contract however arising.
- 7. PRICE AND PAYMENT**
- 7.1 The Customer will pay the Prices and Charges to the Supplier in accordance with this Condition 7.
- 7.2 Depending on the method of Delivery and where set out in the Order Acknowledgement, the Prices and Charges may be exclusive of packaging, insurance, carriage and delivery costs and Expenses and, in such case, these may be payable by the Customer in addition to the Prices and Charges.
- 7.3 Any sum payable under the Contract is exclusive of VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time.
- 7.4 The Supplier will be entitled to vary the Prices and/or Charges at any time prior to Delivery or performance by giving written notice to the Customer to reflect any variation in the cost of supplying the Goods and/or Services which arises as a consequence of: (i) any change in Applicable Law; (ii) any variation in the Customer's requirements for the Goods and/or Services; (iii) any information provided by the Customer being inaccurate or incomplete; (iv) any failure or delay by the Customer in providing information; or (v) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, utilities, haulage or other manufacturing or delivery costs).
- 7.5 Unless otherwise notified to the Customer by the Supplier (for example where the Supplier has notified the Customer that the Goods/Services require upfront payment or where the Supplier exercises its discretion to ask for upfront payment where the Supplier has concerns about the Customer's creditworthiness), the Supplier will invoice the Customer for the Prices for the Goods and any packaging, insurance, carriage and delivery costs

payable by the Customer in addition to the Prices and the Charges and any Expenses payable by the Customer in addition to the Charges following Delivery.

- 7.6 Each invoice will be payable by the Customer within 30 days after the end of the month in which the Supplier's invoice is submitted. All payments will be made in pounds sterling (or such other currency as may be stated on the Supplier's invoice) in available cleared funds by electronic transfer to such bank account as the Supplier may nominate from time to time.
- 7.7 Notwithstanding any purported contrary appropriation by the Customer, the Supplier will be entitled, by giving written notice to the Customer, to appropriate any payment by the Customer to any invoice issued by the Supplier.
- 7.8 If any sum payable under the Contract is not paid on or before the due date for payment, without prejudice to any other rights or remedies available to the Supplier pursuant to these Conditions, the Supplier will be entitled to charge the Customer interest on that sum at 4% per annum above the base lending rate from time to time of the Bank of England from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis.
- 7.9 If the Customer fails to make any payment due to the Supplier under the Contract or any other contract between the Customer and the Supplier within 10 Business Days after the due date, without prejudice to any other rights or remedies available to the Supplier pursuant to these Conditions, the Supplier will be entitled to withhold further deliveries of goods and to suspend or terminate provision of the services until that payment has been made (whether the Goods/Services under the Contract or whether the goods/services under any other contract).
- 7.10 If the Customer suffers an Insolvency Event all invoices issued by the Supplier will immediately become due and payable to the extent permitted by Applicable Law.
- 7.11 Save as otherwise expressly provided in these Conditions or required by law, all payments to be made by the Customer to the Supplier under the Contract will be made in full and without any set-off or any deduction or withholding including on account of any counter-claim.
- 7.12 Following expiry or termination of the Contract:
- 7.12.1 the Supplier will be entitled to invoice all Prices and Charges and any packaging, insurance, carriage and delivery costs and Expenses incurred which have not yet been invoiced; and
- 7.12.2 all invoices (including any invoices issued under Condition 7.12.1) will become immediately due and payable by the Customer.
- 8. WARRANTY**
- 8.1 The Supplier warrants to the Customer that for a period of 12 Months from delivery ("**Warranty Period**") the Goods will, subject to Condition 5.1, conform to the Specification in all material respects.
- 8.2 If, at any time during the Warranty Period, the Customer becomes aware of a breach of the warranty at Condition 8.1, the Customer will:
- 8.2.1 give written notice of the breach to the Supplier, such notice to be given within 5 days after the Customer becomes aware of the breach and prior to expiry of the Warranty Period;
- 8.2.2 at the Supplier's option either return to the Supplier (at the Customer's cost) the relevant Goods or permit the Supplier or its agent or subcontractor to inspect the relevant Goods at the Customer's premises; and
- 8.2.3 provide to the Supplier all information and assistance which the Supplier may reasonably require to investigate the alleged breach.
- 8.3 Subject to Condition 10.4, the Supplier's only Liability for breach of the warranty at Condition 8.1, and the Customer's only remedy, will be, at the Supplier's option, to repair or replace the relevant Goods.
- 8.4 The Customer's only remedy for breach of the obligation at Condition 8.3 will be in damages.
- 8.5 Subject to Condition 10.4, the Supplier will not have any Liability for a breach of the warranty at Condition 8.1 if:
- 8.5.1 the Customer does not comply with its obligations at Condition 8.2 in respect of the breach;
- 8.5.2 notice of the breach should have been but was not given to the Supplier under Condition 5.1;
- 8.5.3 the relevant defect was caused by damage in transit after Delivery;
- 8.5.4 the relevant defect was caused by fair wear and tear;
- 8.5.5 the relevant defect was caused or exacerbated by improper use, handling, alteration, installation, repair, maintenance, storage or failure to comply with instructions provided by the Supplier or the manufacturer; or
- 8.5.6 the Customer makes further use of the relevant Goods after discovering the relevant breach.
- The warranty under Condition 8.1 will apply to any Goods which are repaired or replaced under Condition 8.3 for the remainder of the original Warranty Period.
- 8.6 Subject to Condition 10.4, all other warranties, conditions and other terms implied by law (whether by statute, common law or otherwise) are excluded from the Contract.
- 9. SERVICES**
- 9.1 The Supplier warrants to the Customer that it will provide the Services with reasonable care and skill.
- 9.2 The Supplier will use reasonable endeavours to provide the Services on the estimated performance date set out in the Order Acknowledgement, but

time for provision of the Services will not be of the essence of the Contract. Any performance dates given by the Supplier are estimates only.

### 10. EXCLUSIONS AND LIMITATIONS OF LIABILITY

**The Customer's attention is particularly drawn to this Condition.**

- 10.1 Subject to Condition 10.4, the Supplier's entire Liability for any non-delivery of Goods or failure to deliver the Goods in accordance with the timescales set out or referred to in the Contract will be as set out in Condition 4.4 and the Supplier will have no other Liability for any such non-delivery or failure to deliver. Such Liability will be subject to Condition 10.2 and will be taken into account in calculating whether the financial limit in Condition 10.2 has been reached.
- 10.2 Subject to Condition 10.4, the Supplier's maximum aggregate Liability will be limited to a sum that is equal to 100% of the price payable under the Contract.
- 10.3 The Supplier will have no Liability to the Customer for any:
  - 10.3.1 loss of profit (whether direct, indirect or consequential);
  - 10.3.2 loss of use, loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);
  - 10.3.3 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);
  - 10.3.4 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
  - 10.3.5 loss of bargain (whether direct, indirect or consequential);
  - 10.3.6 liability of the Customer to third parties (whether direct, indirect or consequential);
  - 10.3.7 loss of use or value of any data or software (whether direct, indirect or consequential);
  - 10.3.8 wasted management, operational or other time (whether direct, indirect or consequential);
  - 10.3.9 loss or damage arising out of any failure by the Customer to keep full and up to date security copies of any computer program and data held or used by or on behalf of the Customer (whether direct, indirect or consequential); or
  - 10.3.10 indirect, consequential or special loss, subject always to Condition 10.4.
- 10.4 Nothing in the Contract will operate to exclude or restrict one party's Liability (if any) to the other:
  - 10.4.1 for death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable (negligence being as defined in Section 1(1) Unfair Contract Terms Act 1977);
  - 10.4.2 for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable; or
  - 10.4.3 for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.
- 10.5 Nothing in this Condition 10 will prevent or restrict the right of a party to seek injunctive relief or specific performance or other discretionary remedies of the court.
- 10.6 The exclusions from, and limitations of, liability set out in this Condition 10 will be considered severally. The invalidity or unenforceability of any one sub-clause or clause will not affect the validity or enforceability of any other sub-clause or clause and will be considered severable from each other.
- 10.7 Each of the Supplier's employees, agents and sub-contractors will be entitled to enforce all the terms of this Condition 10 subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of the Contract. Accordingly and for the avoidance of doubt the financial limits on liability set out in Condition 10 are the maximum liability of the Supplier, its employees, agents and sub-contractors in aggregate.

### 11. INTELLECTUAL PROPERTY

- 11.1 Nothing in the Contract will operate to transfer to the Customer or to grant to the Customer any licence or other right to use any of the Supplier's Intellectual Property Rights, save that the Customer may use the Supplier's Intellectual Property Rights in the Goods and/or Services solely to the extent necessary to use the Goods and/or Services for the purpose for which they were supplied.

### 12. CUSTOMER OBLIGATIONS

- 12.1 The Customer will:
  - 12.1.1 provide the Supplier with all such information and assistance as the Supplier may reasonably require from time to time to perform its obligations or to exercise any of its rights under the Contract;
  - 12.1.2 notify the Supplier within 24 hours of:
    - 12.1.2.1 any discussions, negotiations or proposals with or to any one or more of the Customer's creditors in relation to any composition, compromise, arrangement or scheme of arrangement of debt or debts owed to any such creditor; or
    - 12.1.2.2 any discussions, negotiations or proposals with any person in relation to the insolvency of the Customer;
  - 12.1.3 not re-package the Goods or remove or alter any trade marks, patent numbers, serial numbers or other identifying marks on the Goods or their packaging or add any other trademarks, patent numbers, serial numbers or other identifying marks to the Goods or their packaging;
  - 12.1.4 not alter or modify the Goods in any way; and
  - 12.1.5 comply with the Supplier's instructions in connection with any product recall initiated by the Supplier involving the Goods (or any of them).

12.2 Notwithstanding any other term of the Contract, the Supplier will not be in breach of the Contract to the extent its failure to perform or delay or defect in performance of its obligations under the Contract arises as a result of:

- 12.2.1 any breach by the Customer of its obligations contained in the Contract;
- 12.2.2 the Supplier relying on any incomplete or inaccurate data provided by a third party; or
- 12.2.3 the Supplier complying with any instruction or request by the Customer or one of its employees.

### 13. TERMINATION

- 13.1 If a party:
  - 13.1.1 commits a material breach of the Contract which cannot be remedied; or
  - 13.1.2 commits a material breach of the Contract which can be remedied but fails to remedy that breach within 30 days of a written notice setting out the breach and requiring it to be remedied being given by the other party, the other party may terminate the Contract immediately by giving written notice to that effect to the party in breach provided that the notice to terminate is given within 1 month from the date of the material breach occurring or the terminating party becoming aware of it, whichever is the later.
- 13.2 A material breach can be remedied if the party in breach can comply with the relevant obligation in all respects other than as to time of performance unless time of performance of such obligation is of the essence.
- 13.3 Condition 13.1 will not apply to any failure by the Customer to make any payment due to the Supplier under the Contract on or before the due date. Condition 13.4 will apply instead to any such failure.
- 13.4 If the Customer fails to make any payment due under the Contract on or before the due date, the Supplier may terminate the Contract by giving not less than 30 days' written notice to that effect to the Customer provided the Supplier has given to the Customer written notice of the failure to make payment and the Customer has still failed to make payment within 7 days of that written notice.
- 13.5 To the extent permitted by Applicable Law, the Supplier may terminate the Contract immediately by giving written notice to that effect to the Customer if the Customer suffers an Insolvency Event.
- 13.6 The Supplier may terminate the Contract immediately by giving written notice to the Customer if: (i) the Supplier has reasonable cause to believe that the continued performance of the Contract is or would be in breach of any Applicable Law relating to sanctions or exports imposed or re-imposed by a relevant body; or (ii) the Supplier has reasonable cause to believe that the Customer has breached or is likely to breach Condition 4.5.
- 13.7 Following expiry or termination of the Contract:
  - 13.7.1 Conditions 1, 4.4, 6, 7, 8, 10, 13.7, 13.8, 15, 22, 23 and 24 will continue in force, together with any other Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract; and
  - 13.7.2 all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.
- 13.8 Within 30 days after the date of expiry or termination of the Contract, on request by the other party, each party will return to the other party or destroy the other party's Confidential Information.

### 14. FORCE MAJEURE

- 14.1 The Supplier will not be in breach of the Contract or otherwise liable to the Customer for any failure to perform or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event.
- 14.2 If a Force Majeure Event occurs:
  - 14.2.1 the Supplier will as soon as reasonably practicable after becoming aware of the Force Majeure Event give written notice to the Customer that the Force Majeure Event has occurred; and
  - 14.2.2 subject to Condition 14.3, the Supplier will not be in breach of the Contract or otherwise liable to the Customer for any failure to perform or delay in performing its obligations under the Contract to the extent that this is due to a Force Majeure Event affecting the Supplier.
- 14.3 If the Supplier is affected by a Force Majeure Event the Customer will continue to pay the Supplier's invoices in accordance with Condition 7.6 in respect of any Goods and/or Services which the Supplier continues to supply notwithstanding the occurrence of the Force Majeure Event.
- 14.4 If a Force Majeure Event which gives rise to relief from liability under Condition 14.1 continues for a period of more than 60 days, either party will be entitled to terminate the Contract immediately by giving written notice to that effect to the other party.

### 15. CONFIDENTIALITY

- 15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the Group to which the other party belongs ("**Confidential Information**") except as permitted by Condition 15.2.
- 15.2 Each party may disclose the other party's Confidential Information:

- 15.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this Condition 15; and
- 15.2.2 as may be required by Applicable Law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3 Neither party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
16. **DATA PROTECTION**
- 16.1 Each party will comply with the Data Protection Laws applicable to it.
17. **TRADE RESTRICTIONS**
- 17.1 The Customer hereby acknowledges and agrees that the supply of the Goods and/or Services may be subject to Trade Restrictions.
- 17.2 The Supplier reserves the right to carry out screening and background checks on the Customer prior to the supply of the Goods and/or Services and at any time during the performance of the Contract. The Customer shall provide all assistance to the Supplier that the Supplier reasonably requires in relation to such checks.
- 17.3 The Customer is solely responsible for complying with and shall not do anything which would cause the Supplier to be in breach of, Trade Restrictions. In particular, the Customer warrants and represents that it:
- 17.3.1 is not, and is not owned or controlled by a Sanctioned Party;
- 17.3.2 will not use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the Goods and/or Services, directly or indirectly, to: (i) any country, territory, or destination with which the Supplier, as a matter of policy, does not conduct business (including but without limitation to Iran, Syria, Sudan, Cuba, Crimea & Sevastopol and North Korea, and any other territory subject to comprehensive Trade Restrictions from time to time); (ii) any other territory to which the supply of the Goods and/or Services would be restricted or prohibited under Trade Restrictions (subject to the Customer obtaining any and all licences and/or approvals required to make such a supply); or (iii) any Sanctioned Party (or any party owned or controlled by a Sanctioned Party);
- 17.3.3 will obtain and maintain any required export licence or other governmental approval and complete such formalities as may be required under Trade Restrictions in order to use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the Goods and/or Services; and
- 17.3.4 will not put the Goods and/or Services, in their entirety or in part, to any use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or the development, production, maintenance or storage of missiles capable of delivering such weapons or to any military end-use in violation of any applicable embargo (including, but not limited to, embargoes maintained by the EU, UK, OSCE and/or UN). In addition, the Customer shall not sell, resell, supply, export, re-export, transfer, divert, distribute or dispose of the Goods and/or Services to any third party where the Customer knows or has grounds for suspecting that the Goods and/or Services are or may be intended for one of the uses specified in this Condition.
- 17.4 In addition to any other remedy available to the Supplier, the Customer shall indemnify, keep indemnified and hold harmless (on a full indemnity basis) the Supplier and its affiliates, officers and personnel against any and all direct or indirect liabilities, claims, demands, damages, losses or expenses (including legal and other professional advisers' fees and disbursements), interest and penalties suffered or incurred as a result of any breach of this Condition 17. The Supplier reserves the right to terminate the Contract immediately upon written notice and without penalty in the event of such breach.
- 17.5 The Supplier shall not be obliged to perform any obligation under the Contract and shall have the right to terminate the Contract, without being liable for any damages or costs of any kind, if in its sole discretion it reasonably believes that such performance in full or in part would place it in violation of any Trade Restrictions (including, for the avoidance of doubt, if such violation would be the result of any delay to, or refusal of, the grant of any licence required under Trade Restrictions).
- 17.6 Nothing in this Condition 17 shall require either party to act in any way contrary to any blocking or antiboycott laws with jurisdiction over such party's operations, including (if applicable) the Anti-Foreign Sanctions Law of the People's Republic of China.
18. **ANTI-SLAVERY**
- 18.1 The Customer shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the UK Modern Slavery Act 2015 and will not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015.
19. **ANTI-BRIBERY**
- 19.1 Each party will comply with all Applicable Laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to:
- 19.1.1 local and national laws in the territories in which it operates;
- 19.1.2 the UK Bribery Act 2010;
- 19.1.3 the US Foreign Corrupt Practices Act 1977; and
- 19.1.4 the UN Convention Against Corruption;
- 19.1.5 in relation to the Supplier only, comply with the Supplier Group's code of conduct relating to bribery and corruption (as amended from time to time) found at [www.halma.com](http://www.halma.com).
- 19.2 The Customer shall (and shall procure that its Associated Persons shall):
- 19.2.1 not make any offer, payment, promise to pay, or authorise the giving of any monies or financial or other advantage to any person: (i) for the purpose of inducing or rewarding that person (or any other person) to perform their role or function improperly; (ii) for the purpose of influencing a public official in relation to any decision, act or other performance (including failure to perform) of their official role or function, with the intention of obtaining or retaining business or a business advantage; or (iii) that is otherwise for the purpose of improperly obtaining or retaining business or a business advantage of any kind;
- 19.2.2 not request, agree to receive, or accept, any monies or financial or other advantage in return or as a reward for performing their role or function improperly;
- 19.2.3 not engage in any other activity, practice or conduct which would constitute an offence under any other applicable anti-corruption or anti-bribery legislation, or that would place the Supplier in breach of such legislation; and
- 19.2.4 have, maintain in place and enforce throughout the term of any Contract its own policies and procedures, including but not limited to adequate procedures to ensure compliance with any applicable anti-bribery legislation and the requirements of this Condition 19.
20. **TAX**
- 20.1 The Customer shall (and shall procure that its Associated Persons shall) comply with all applicable taxation laws and shall not commit an offence consisting of the evasion of tax, or the facilitation of tax evasion by another person.
- 20.2 The Supplier may terminate the Contract immediately upon written notice to the Customer where it reasonably believes that the Customer has breached Condition 20.1 and the Customer shall indemnify the Supplier from all damages, penalties, fines and/or costs of any kind arising from, or relating to, any breach of Condition 20.1.
21. **ASSIGNMENT AND SUB-CONTRACTING**
- 21.1 The Supplier will be entitled to assign, transfer, charge, hold on trust for any person and deal in any other manner with any of its rights under the Contract.
- 21.2 The Customer will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under the Contract without the Supplier's prior written consent.
- 21.3 The Supplier will be entitled to sub-contract any of its obligations under the Contract.
- 21.4 The Customer will not be entitled to sub-contract any of its obligations under the Contract without the Supplier's prior written consent.
22. **NOTICE**
- 22.1 Subject to Condition 22.3, any notice given under or in connection with the Contract will be in the English language and:
- 22.1.1 sent to the relevant party's address by pre-paid first class post, or airmail post or mail delivery service providing guaranteed next working day delivery and proof of delivery; or
- 22.1.2 delivered to or left at the relevant party's address (but not, in either case, by one of the methods set out in Condition 22.1.1); or
- 22.1.3 sent by e-mail to that party's e-mail address.
- 22.2 Any notice given in accordance with Condition 22.1 will be deemed to have been served if given:
- 22.2.1 by first class post or mail delivery service in each case as set out in Condition 22.1.1, at 9.00 a.m. on the second Business Day after the date of posting;
- 22.2.2 by airmail post as set out in Condition 22.1.1, at 9.00 a.m. on the tenth Business Day after the date of posting;
- 22.2.3 as set out in Condition 22.1.2, at the time the notice is delivered to or left at that party's address; and
- 22.2.4 as set out in Condition 22.1.3, at the time of sending the e-mail, provided that if a notice is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.
- 22.3 This Condition 22 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.
23. **GENERAL**
- 23.1 The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and:
- 23.1.1 neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and

whether made to the first party or any other person) which is not expressly set out in the Contract;

23.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract; and

23.1.3 nothing in this Condition 23.1 will be interpreted or construed as limiting or excluding the liability of any person for fraud or fraudulent misrepresentation.

23.2 A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

23.3 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.

23.4 No variation to the Contract will be effective unless it is in writing and signed by a duly authorised representative on behalf of the Supplier.

23.5 Nothing in the Contract and no action taken by the parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

23.6 Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.

23.7 The Supplier's employees, agents and sub-contractors will be entitled to enforce Condition 10 subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of the Contract.

23.8 The parties may vary or rescind the Contract without the consent of the Supplier's employees, agents or sub-contractors.

23.9 Save as provided in Condition 23.7, the parties do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

23.10 The Supplier's rights and remedies set out in these Conditions are in addition to and not exclusive of any rights and remedies provided by law.

#### 24. GOVERNING LAW AND JURISDICTION

24.1 The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

24.2 All disputes which may arise, under, out of, or in connection with, or in relation to the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally settled by arbitration under the London Court of International Arbitration (LCIA) under and in accordance with the LCIA Rules at the date thereof, 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 England and the language used in the arbitral proceedings shall be English.

#### 25. DEFINITIONS

The following words and expressions have the following meanings in our terms and conditions unless the context requires otherwise:

**"Applicable law"** means any: (a) law including any statute, statutory instrument, bye law, order, regulation, directive, treaty, decree, decision (as referred to in Article 288 of the Treaty on the Functioning of the European Union); (b) legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or (c) legally binding industry code of conduct or guideline, in each case in force from time to time which relates to the Contract and/or the Goods and/or the Services;

**"Associated Persons"** means any person performing services for or on behalf of a party, including but not limited to subsidiaries, employees, agents, distributors and contractors;

**"Business Day"** means a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales;

**"Charges"** means the charges for the Services set out in the Supplier's quotation as those charges may be varied from time to time in accordance with Condition 7.4;

**"Conditions"** means our standard terms and conditions of supply, as varied from time to time in accordance with Condition 23.4;

**"Confidential Information"** has the meaning given to it in Condition 15.1;

**"Contract"** means the contract between the Supplier and the Customer for the supply of the Goods and/or Services formed in accordance with Condition 2;

**"Customer"** means the person named as the customer in the Order;

**"Delivery"** means delivery or making available (if that is the case depending of the method of delivery/Incoterm used) of the Goods in accordance with Condition 4.1 and "Deliver" and "Delivered" shall be interpreted accordingly;

**"Expenses"** means those travel, accommodation and subsistence expenses incurred by the Supplier from time to time in performing the Services;

**"Force Majeure Event"** means (a) act of God; (b) war, insurrection, riot, civil commotion, act or threat of terrorism; (c) lightning, earthquake, fire, flood, storm, or extreme weather condition; (d) theft, malicious damage; (e) strike, lockout, industrial dispute (whether affecting the workforce of a party and/or any other person); (f) pandemic, epidemic or public health crisis (g) breakdown or failure of plant or machinery; (h) inability to obtain essential supplies or materials; (i) change in Applicable Law; (j) any failure or default of a supplier or sub-contractor of the Supplier; or (k) any event or circumstance to the extent it is beyond the reasonable control of the Supplier;

**"Goods"** means the goods set out in the Order;

**"Group"** means in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a "Group" is a "member of the Group";

**"Insolvency Event"** means the occurrence of any of the following events in relation to a party: (a) any step or action is taken, any notice, document, petition or application is filed at court, or any resolution is passed, in connection with the affected party entering administration, a moratorium, provisional liquidation, a company voluntary arrangement, an arrangement under Part 26A of the Companies Act 2006 or any other composition or arrangement with its creditors (other than in relation to a solvent restructuring), bankruptcy, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring) or having a receiver appointed over any of its assets; (b) an event similar or analogous to those listed in (a) above occurs under the law of any jurisdiction of the affected party; or (c) the affected party suspends, or threatens to suspend, or ceases, or threatens to cease, to carry on all or a substantial part of its business;

**"Intellectual Property Rights"** means all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in know-how, registered trademarks, registered designs, models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;

**"Liability"** means liability arising out of or in connection with the Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability under an indemnity contained in the Contract and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under the Contract and/or any defect in any of the Goods, in each case howsoever caused including if caused by negligence or if caused by a deliberate and/or repudiatory breach by that party;

**"Order"** means the Customer's order for the supply of goods and/or services by the Supplier;

**"Order Acknowledgement"** means the Supplier's written acceptance of the Order;

**"Prices"** means the prices for the Goods set out in the Supplier's current price list, or as otherwise set out in the Supplier's quotation (if any quotation is provided) as those prices may be varied from time to time in accordance with Condition 7.4;

**"Sanctioned Party"** means any party or parties listed on any list of designated or other restricted parties maintained under Trade Restrictions, including but not limited to the Consolidated List of Financial Sanctions Targets in the UK maintained by HM Treasury, the consolidated list of persons, groups and entities subject to EU financial sanctions maintained by the European Commission, and the Specially Designated Nationals and Blocked Persons List maintained by the US Office of Foreign Assets Control;

**"Services"** means the services set out in the Order;

**"Specification"** means the written technical specification for the Goods;

**"Supplier"** means Palintest Limited (registered number 01204118) whose registered office is at Palintest House, Kingsway, Team Valley Trading Estate, Gateshead, Tyne and Wear, NE11 0NS;

**"Trade Restrictions"** means any applicable export controls, trade or economic sanctions, embargoes or similar laws, regulations, rules, licences, orders or requirements including, without limitation those of the UN, UK, U.S. and the EU;

**"VAT"** means value added tax; and

**"Warranty Period"** has the meaning given to it in Condition 8.1.