



G & B ELECTRONIC DESIGNS LIMITED  
GENERAL TERMS AND CONDITIONS FOR SALE OF PRODUCTS AND SUPPLY OF SERVICES

The Customer's attention is particularly drawn to the provisions of Condition 14.

1. DEFINITIONS AND INTERPRETATION

1.1 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.  
**Conditions:** these terms and conditions as amended from time to time in accordance with Condition 2.7.

**Contract:** the contract between the Supplier and the Customer for the supply of Products and/or Services in accordance with these Conditions.

**Customer:** the person, firm or company who purchases the Products and/or Services from the Supplier.  
**Customer Materials:** all forms, manuals, records, artwork and other documents together with any components, materials, equipment, including tooling, tools, moulds, dies, forms, jigs, mandrels, fixtures, systems provided by the Customer to the Supplier in connection with this agreement but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Supplier.  
**Deliverables:** the deliverables set out in the Order.  
**Delivery Location:** has the meaning set out in 4.2.

**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:** an order for the supply of Products and/or Services submitted by the Customer in accordance with Condition 2.  
**Order Acknowledgement:** a document issued by the Supplier confirming acceptance of a purchase order from the Customer.

**Products:** the Products (or any part of them) set out in the Order.  
**Product Specification:** any specification for the Products, including any relevant plans, data, designs, drawings or technical file that is agreed in writing by the Customer and the Supplier.

**Sales Rates:** the Supplier's most current standard hourly charge-out rates for relevant production work centres that it applies in calculating the Price (sales price) of a Product or Charges for Services, and which incorporates all costs incurred by the Supplier including all direct costs, an apportionment of overheads, and all other indirect costs, together with an element of profit.

**Services:** the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification.  
**Service Specification:** the description or specification for the Services provided in writing by the Supplier to the Customer.

**Supplier:** G. & B. Electronic Designs Limited registered in England and Wales with company number 01552400 whose registered office is at 54 Woolmer Industrial Estate, Bordon, Hampshire, GU35 9QF.

**Supplier Materials:** all materials, equipment, documents and other property of the Supplier save for the Deliverables.  
**Unforeseen Event:** has the meaning given to it in Condition 16.1.

1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its personal representatives, successors or permitted assigns.

1.4 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.

1.5 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.

1.6 A reference to **writing** or **written** includes e-mails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Products and/or Services in accordance with these Conditions.  
2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence.

2.3 The Contract constitutes the entire agreement between the parties. 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.

2.4 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.

2.5 Any quotation given by the Supplier shall not constitute an offer, and, unless otherwise stated in the quotation, is only valid for a period of 30 days from its date of issue.

2.6 All of these Conditions shall apply to the supply of both Products and Services except where application to one or the other is specified.  
2.7 The Supplier may amend these Conditions at any time by giving written notice to the Customer. Any Orders placed by the Customer prior to the implementation of amendments shall be governed by the Conditions prevailing on the date of the Order.

3. PRODUCTS

3.1 The Products are described in the applicable Order and Product Specification.  
3.2 The Supplier may, in its absolute discretion, modify material specifications and build standards for a Product save for where such material specifications and build standards form part of the Product Specification.

3.3 To the extent that the Products are to be manufactured in accordance with a Product Specification supplied by the Customer, the Customer shall indemnify the Supplier 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 professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Product Specification. This Condition 3.3 shall survive termination of the Contract.

3.4 To the extent that the Customer specifies from whom the Supplier shall purchase critical components, then, where an audit of that component supplier is necessary to accord with regulatory requirements, the Customer shall, at its own cost, be responsible for carrying out the audit in accordance with those regulatory requirements and shall provide a copy of the audit report to the Supplier to evidence the fact that such an audit has been carried out.

3.5 The Supplier reserves the right to amend the Product Specification if required by any applicable statutory or regulatory requirements as agreed between the Supplier and Customer to be applicable to the Contract.

4. DELIVERY OF PRODUCTS

4.1 The Supplier shall ensure that:  
4.1.1 each delivery of the Products is accompanied by a delivery note which shows the date of the Order Acknowledgement, all relevant Customer and Supplier reference numbers, the type and quantity of the Products (including the code number of the Products, where applicable), special storage instructions (if any) and

4.1.2 if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.

4.2 If the Order provides for delivery on:

4.2.1 a FOB (Incoterms 2010) basis, the Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (and such location shall be deemed to be the **Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready; or

4.2.2 an EXW (Incoterms 2010) basis, the Customer shall collect the Goods from the Supplier's premises at 54-56 Woolmer Industrial Estate, Bordon, Hampshire GU35 9QF, or such other location as may be advised by the Supplier prior to shipment (and such location shall be deemed to be the **Delivery Location**) within three Business Days of the Supplier notifying the Customer that the Goods are ready.

4.3 Delivery is completed on the completion of unloading of the Products at the Delivery Location if condition 4.2.1 applies, or loading of the Goods at the Delivery Location if condition 4.2.2 applies.

4.4 Any dates quoted for shipment of the Products are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in shipment of the Products that is caused by an Unforeseen 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.

4.5 If the Supplier fails to deliver the Products, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement Products of similar description and quality in the cheapest market available, less the price of the Products. The Supplier shall have no liability for any failure to deliver the Products to the extent that such failure is caused by: an Unforeseen Event or the Customer's failure to provide the Supplier with adequate delivery instructions for the Products or any relevant instruction related to the supply of the Products, including any occurrences that result in a Customer Default as per Condition 8.

4.6 If the Customer fails to accept or take delivery of the Products within 7 (seven) Business Days of the Supplier notifying the Customer that the Products are ready, then except where such failure or delay is caused by an Unforeseen Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Products:

4.6.1 delivery of the Products shall be deemed to have been completed at 9.00 am on the seventh Business Day following the day on which the Supplier notified the Customer that the Products were ready; and

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

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

5. QUALITY OF PRODUCTS

5.1 The Supplier warrants, subject to Condition 5.4, that on delivery, and for a period of 12 months from the date of delivery (the **Warranty Period**), the Products shall:

5.1.1 conform in all material respects with their description and the Product Specification;

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

5.1.3 be of satisfactory quality.

5.2 Subject to Condition 5.3, if:

5.2.1 the Customer gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in Condition 5.1;

5.2.2 the Supplier is given a reasonable opportunity of examining such Products; and

5.2.3 the Customer (if asked to do so by the Supplier) returns such Products to the Supplier's place of business at the Supplier's cost, the Supplier shall, at its option, repair or replace the defective Products without charge.

5.3 The Supplier shall not be liable for the Products' failure to comply with the warranty in Condition 5.1 if:

5.3.1 the Customer makes any further use of such Products after giving a notice in accordance with Condition 5.2;

5.3.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice;

5.3.3 the defect arises as a result of the Supplier following any drawing, design, technical file or Product Specification supplied by the Customer;

5.3.4 the Customer alters or repairs such Products without the written consent of the Supplier;

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

5.3.6 the Products differ from their description or the Product Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

5.4 Where the Products consist of parts and components manufactured by a third party manufacturer (the **Original Manufacturer**) and such parts and components benefit from a guarantee or warranty from the Original Manufacturer, the warranty set out in Condition 5.1 shall be limited to the terms of the Original Manufacturer's warranty or guarantee.

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

5.6 The terms of these Conditions shall apply to any repaired or replacement Products supplied by the Supplier under Condition 5.2.

6. TITLE AND RISK

6.1 The risk in the Products shall pass to the Customer on completion of delivery.

6.2 Title to the Products shall not pass to the Customer until the earlier of:

6.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Products and any other products that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums; and

6.2.2 the Customer resells the Products, in which case title to the Products shall pass to the Customer at the time specified in Condition 6.4.

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

6.3.1 store the Products 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 on the Supplier's behalf from the date of delivery for their full price against all risks with an insurer that is reasonably acceptable to the Supplier;

6.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in Condition 15.2.2 to Condition 15.2.5 inclusive; and give the Supplier such information relating to the Products as the Supplier may require from time to time.

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 any of the events listed in Condition 15.2.2 to Condition 15.2.5 inclusive, then, without limiting any other right or remedy the Supplier may have:

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

6.5.2 the Supplier may at any time:

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

(b) 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. SUPPLY OF SERVICES

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

7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Service Specification, 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 Supplier 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 Supplier shall notify the Customer in any such event.

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

8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall on a timely basis in advance of the manufacture of the Products and in accordance with a timetable that enables the Supplier to meet its production scheduling requirements necessary to satisfy its obligations under the Contract:

8.1.1 ensure that the terms of the Order is complete and accurate;

8.1.2 provide the Supplier with full design, data, technical files, Product Specifications and any other information necessary for manufacture of the Products, and ensure they are correct and complete in all material respects;

8.1.3 provide the Supplier with any Customer Materials, including a complete kit of free issue components and materials where relevant;

8.1.4 if applicable, provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier in order to fulfil the Order;

8.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Products.

8.2 The Customer shall also provide on a timely basis other data and information (including response to Supplier queries) that becomes apparent is necessary for the Supplier to be able to manufacture the Products to comply with its obligations; and otherwise co-operate with the Supplier.

8.3 In respect of the provision of Services, the Customer shall co-operate with the Supplier in all matters relating to the Services, and provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects.

8.4 If the Supplier's performance of any of its obligations in respect of the Products or Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation including those under Conditions 8.1 to 8.3 inclusive (**Customer Default**):

8.4.1 the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services or manufacture of the Products until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

8.4.2 the Supplier shall not be liable for any costs or 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 8.4;

8.4.3 the Supplier shall be entitled to invoice the Customer for any work-in-progress and stock held at the time of the Customer Default prior to shipment of the Products, the price being determined as follows: (a) for work in progress, time incurred multiplied by the Supplier's standard rates for the relevant "work centre", such rates including all costs, overheads and profit; and, (b) for stock held, cost plus the Supplier's standard mark-up of 26% and

8.4.4 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. PRODUCT RECALL

9.1 If the Customer is the subject of a request, court order or other directive of a governmental or regulatory authority to withdraw any Products from the market (**Recall Notice**) it shall immediately notify the Supplier in writing enclosing a copy of the Recall Notice.

9.2 The Supplier shall be under no obligation to manufacture or supply a Product subject to a Recall Notice, and shall only recommence manufacture and supply of the affected Product if the Recall Notice is withdrawn.

9.3 This Condition 9 shall survive termination of this agreement.

10. CHARGES AND PAYMENT

10.1 The price for the Products shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list for the Customer's Products as at the date of the Order. Prices shall be exclusive of all costs and charges for packaging, insurance and transportation of the Products, which shall be paid by the Customer when it pays for the Products.

10.2 The Charges for Services supplied by the Supplier to the Customer shall initially be as stated in the Services Specification. However, with the prior agreement of the Customer these will be increased annually to reflect changes to the Supplier's cost base, or on the occasion of a material change to the level of services provided, if earlier.

10.2.1 The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

10.3 All Prices and Charges are exclusive of:

VAT which the Supplier shall charge at the then applicable rate by submitting a valid VAT invoice; and the costs of packaging, insurance, excise duties and carriage of the Products, which the Supplier shall pay in addition to Price.

10.4 The Supplier reserves the right to:

10.4.1 increase the price of the Products, by giving notice to the Customer at any time before shipment, to reflect any increase in the cost of the Products to the Supplier that is due to:

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

(b) any request by the Customer to change the delivery date(s), quantities or types of Products ordered, drawings, design, technical file or the Product Specification; or

(c) any delay caused by any instructions of the Customer in respect of the Products; failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Products, or failure to provide any free issue components necessary for the manufacture of the Products.

10.5 The Supplier shall be entitled to invoice the Customer for Products on or at any time after shipment of Products. Each invoice shall quote the relevant Sales Acknowledgement number. In respect of Services, the Supplier shall invoice the Customer monthly in arrears. Such invoices for Services shall be payable in accordance with the credit terms under any credit facility afforded by the Supplier to the Customer under Condition 10.6, or otherwise immediately on presentation of the invoice.

10.6 The Supplier may agree to extend a credit facility to the Customer, but any such facility shall be subject to the Customer submitting a credit application to the Supplier and the Supplier, at its sole discretion, shall determine the Customer's credit limit. Where the Supplier agrees to extend a credit facility to the Customer, the Customer acknowledges and agrees that:

10.6.1 it may not submit Orders which, together with the aggregate value of other unfulfilled Orders and outstanding sales invoices, exceed that credit limit without the Supplier's prior agreement; and

10.6.2 payment terms under any agreed credit facility shall, in all cases, be on a 30 day net basis.

10.7 Where submitted Orders do exceed the agreed credit limit, or the Supplier has, in its sole discretion, determined not to extend a credit facility to the Customer in accordance with Condition 10.6, then the Supplier shall require the Customer to pay for the value of the submitted Order in advance (plus any Value Added Tax the Supplier is obliged to charge) on presentation of a deposit invoice, unless the Supplier agrees to an alternative arrangement of payment.

10.8 In all circumstances, the Customer shall pay invoices in full and in cleared funds either on presentation of a deposit invoice (or as otherwise agreed by the Supplier) where Condition 10.7 applies, or within 30 days of the date of the invoice in all other cases.

10.9 If the Customer fails to make any payment due to the Supplier under this agreement by the due date for payment, then, without limiting the other party's remedies under Condition 15.1, the Customer shall pay interest on the overdue amount at the rate of 4% a year above Lloyds Bank plc's base rate from time to time. This 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.

10.10 If the Customer disputes any invoice or other statement of monies due, the Customer shall immediately notify the Supplier in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in Condition 10.8.

10.11 The Supplier may at any time, without notice to the Customer, set off any liability of the Customer to it against any liability it has to the Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. Any exercise by the Supplier of its rights under this Condition 10.11 shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

10.12 All payments payable to the Supplier by the Customer under this agreement shall become immediately due and payable on termination of this agreement for any reason or if the Customer becomes subject to any of the events listed in Condition 15.2.2 to Condition 15.2.5 inclusive. This Condition 10.12 is without prejudice to any right to claim for interest under the law or under this agreement.

11. INSURANCE

11.1 The Customer shall in addition to its other insurance obligations under Condition 6.3.3 and upon acquiring title in the Products under Condition 6.2, effect and maintain in force with a reputable insurance company product liability insurance providing an adequate level of cover for the territories in which the Customer seeks to resell or distribute the Products.

11.2 The Customer shall arrange at its own costs its own insurance cover for any stock and free issue components it owns and holds at the Supplier's premises.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 The Customer grants a non-exclusive, revocable, royalty-free licence to the Supplier (with the right, subject to the Customer's prior consent, to sub-license) to:

12.1.1 use those Intellectual Property Rights subsisting in a Product Specification (**Product IPR**) as is necessary for the performance of this agreement; and

12.1.2 if applicable, apply those trademarks identified in the Product Specification to the Products.

12.1.3 All documentation, specification and artwork provided by the Customer to the Supplier for use on or in relation to the Products (and all Intellectual Property Rights in them) are, and shall remain, the property of the Customer and/or its licensors.

12.2 The parties shall, subject to Condition 13, from time to time consult with regard to the use of the Product IPR and any Intellectual Property Rights of the Supplier (including, in either case know-how and other technical aspects) to enable the Supplier to manufacture and supply the Products in accordance with the Product Specification.

12.3 To the extent, if any, that the Supplier is the owner of any Intellectual Property Rights subsisting in a Product or a Product Specification, ownership of such Intellectual Property Rights shall remain vested in the Supplier; and

12.3.2 the Supplier grants the Customer a licence to use such Intellectual Property Rights to sell or supply the Products.

12.4 All Intellectual Property Rights in or arising out of or in connection with the Services (including the Deliverables) shall be owned by the Supplier.

12.5 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

12.6 All Supplier Materials are the exclusive property of the Supplier.

13. CONFIDENTIALITY

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 Condition 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 Condition 13 shall survive termination of the Contract.

14. **LIMITATION OF LIABILITY: The Customer's attention is particularly drawn to this Condition 14.**

14.1 Nothing in these Conditions shall limit or exclude the Supplier'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 2 of the Supply of Goods and Services Act 1982; (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or, (e) defective products under the Consumer Protection Act 1987.

14.2 Subject to Condition 14.1:

14.2.1 the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for: (a) any loss of profit; (b) loss of contract; (c) loss of goodwill; (d) loss of business opportunity; (e) loss of anticipated saving; or, (f) any indirect or consequential loss arising under or in connection with the Contract; and

14.2.2 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 for property damage, or otherwise, shall in no circumstances exceed: in respect of Products, the greater of the total price paid by the Customer for the Products giving rise to the liability and £25,000 (twenty five thousand Pounds Sterling)); and

(a) in respect of Services, the greater of the total charges paid by the Customer for the Services giving rise to the liability and £25,000 (twenty five thousand Pounds Sterling).

14.3 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.

14.4 This Condition 14 shall survive termination of the Contract.

15. TERMINATION

15.1 Without limiting its other rights or remedies either party may terminate the Contract by giving the other party not less than three months' written notice.



- 15.2 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 15.2.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 28 (twenty-eight) days after receipt of notice in writing to do so;

15.2.2 the other party becomes insolvent or if an order is made or a resolution is passed for the winding up of the other party (other than voluntarily for the purposes of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other party's assets or business, or if the other party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt, in any jurisdiction;

15.2.3 the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;

15.2.4 the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

15.2.5 the other party (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.
- 15.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 15.4 Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Products under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in Condition 15.2.2 to Condition 15.2.5 inclusive, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 15.5 On termination of the Contract for any reason:
- 15.5.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices, including those that arise as a consequence of Condition 15.6, and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

15.5.2 the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then 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 not connected with the Contract;

15.5.3 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

15.5.4 Conditions which expressly or by implication have effect after termination shall continue in full force and effect.
- 15.6 On termination of the Contract, the Customer shall purchase from the Supplier:
- 15.6.1 all finished goods stock, sub-assembly stock, work-in-progress and accessories relating to the Products in the Supplier's possession at the time of termination, at full price (calculated by applying Sales Rates to labour time incurred in their manufacture); and

15.6.2 all raw materials, parts and components on hand and incorporated into work-in-progress and sub-assembly stock (as Condition 15.6.1), and also those within the supply chain that have been ordered and purchased by the Supplier for the manufacture of the Products subject to unfulfilled Orders received by the Supplier from the Customer, where the Supplier is obligated to take delivery of them, at cost price plus an extra 18% mark up as remuneration for the Supplier's handling of such raw materials, parts and components.
16. UNFORESEEN EVENT
- 16.1 For the purposes of the Contract, **Unforeseen Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under the Contract as a result of an Unforeseen Event.

16.2

16.3 If the Unforeseen Event prevents the Supplier from providing any of the Services and/or Products for more than six weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving written notice to the Customer.
17. NOTICES
- 17.1 Any notice or other communication given to a party under or in connection with the 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 Condition 17.1, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier or e-mail.

17.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 17.1; 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 e-mail, one Business Day after transmission.

17.3 The provisions of this Condition shall not apply to the service of any proceedings or other documents in any legal action.
18. GENERAL
- 18.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party. The Customer shall not, without the prior written consent of the Supplier, 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.

18.2 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

18.3 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.

18.4 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.

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

18.6 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 Supplier.

18.7 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 and Wales.

18.8 Subject to Condition 18.9, the parties irrevocably agree, for the sole benefit of the Supplier 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 agreement, its subject matter or formation (including non-contractual disputes or claims).

18.9 Notwithstanding Condition 18.8, the parties irrevocably agree that the Supplier shall have the right to take, and shall not be prevented from taking, proceedings against the Customer to settle any dispute or claim arising out of, or in connection with, this agreement, its subject matter or formation (including non-contractual disputes or claims) in any other court of competent jurisdiction and that the Supplier may take such proceedings in any number of jurisdictions, whether concurrently or not, to the extent permitted by law.