

1 Definitions

- 1.1. **"Commencement Date"** means the date for commencement of the Works as stated in the Contract or if not expressly stated, the date of the Purchase Order.
- 1.2. **"Completion Date"** means the date by which the Seller shall have completed the Works as stated on the Purchase Order or elsewhere within the Contract.
- 1.3. **"Contract"** means the contract for the supply of the Goods and/or carrying out of the Works, or a combination of these, which shall comprise these General Terms & Conditions, Supplementary Conditions (if any), the Specification, the Purchase Order and any attachments to the Purchase Order and shall take precedence in the order listed herein.
- 1.4. **"Buyer"** means the company in whose name the Purchase Order is issued.
- 1.5. **"Date of Taking-Over"** means the date of acceptance and taking-over of the Works by the Buyer, as certified by the Buyer in writing.
- 1.6. **"Defects Liability Period"** has the meaning given in Clause 12.1.
- 1.7. **"Delivery Date"** means the date for delivery of the Goods as stated in the Purchase Order or elsewhere within the Contract.
- 1.8. **"Goods"** means, without limitation, the materials, plant, goods, equipment, consumables, operation and maintenance manuals and other items (including any instalment of them or any part of them) as specified on the Purchase Order which are to be supplied by the Seller in accordance with the terms and conditions of the Contract.
- 1.9. **"Intellectual Property Rights"** means any patents, trademarks, service marks, logos, tradenames, design rights (whether registrable or not), applications for any of the above rights, copyright, trade or business names or other similar rights whether register able or not which may subsist in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registration.
- 1.10. **"Laws"** means any and all constitutions, acts, statutes, laws, by-laws, rules, codes, regulations, orders, standards and/or conditions having effect in the relevant jurisdiction as per the provisions of Clause 19 hereof, or any relevant part thereof including any final judgement or order of any Court of competent jurisdiction.
- 1.11. **"Purchase Order"** means a written purchase order issued by the Buyer to the Seller for the supply of the Goods and/or carrying out the Works.
- 1.12. **"Party"** means Buyer or Seller individually as the context requires and **"Parties"** means Buyer and Seller collectively.
- 1.13. **"Price"** means the price as specified in the Purchase Order as may be amended in accordance with the Contract.
- 1.14. **"Programme"** means any programme or times for the delivery of the Goods and/or the carrying out of the Works as referred to in the Purchase Order, or elsewhere in the Contract.
- 1.15. **"Schedule"** or **"Schedules"** means any of the numbered schedules attached to the Purchase Order.
- 1.16. **"Site"** means the location at which the Goods are to be delivered and/or the Works are to be carried out as stated in the Purchase Order or elsewhere within the Contract.
- 1.17. **"Specification"** means any plans, drawings, data, samples or other descriptions or information relating to the Goods and/or Works as referred to in the Purchase Order or elsewhere in the Contract and with which the Seller must comply.
- 1.18. **"Seller"** means the supplier of the Goods or the subcontractor who will undertake the Works as named in the Purchase Order.
- 1.19. **"Supplementary Conditions"** means the supplementary conditions comprising additions or amendments to the General Terms & Conditions (if any).
- 1.20. **"Works"** means, without limitation, the carrying out of the design, installation, erection, modification, repair or maintenance (both

planned and emergency) to both new and/or existing Goods and/or any other work as specified on the Purchase Order, which are to be carried out by the Seller in accordance with the terms and conditions of the Contract.

2 Acceptance

- 2.1 The issue of the Purchase Order by the Buyer to the Seller constitutes the Buyer's acceptance of the Seller's offer to supply the Goods and/or provide the Works in accordance with the Contract and constitutes the Seller's acceptance of the terms and conditions of the Contract.
- 2.2 Should, at a later date than this Contract, the Buyer issue an alternative contract for the Goods and/or Works provided for in this Contract, then that alternative contract shall supersede this Contract and shall apply retrospectively to the relevant Goods and/or Works and this Contract shall have no further effect.

3 Buyers Rights

- 3.1 The Buyer may at any time prior to despatch of the Purchase Order or within seven (7) days of placing a Purchase Order amend or cancel a Purchase Order by written notice to the Seller. If the Buyer amends or cancels a Purchase Order, its liability to the Seller shall be limited to payment to the Seller of all costs reasonably incurred and suitably substantiated by the Seller in fulfilling the Purchase Order up until the date of receipt of the notice of amendment or cancellation, except that where the amendment or cancellation results from the Seller's failure to comply with its obligations under this agreement the Buyer shall have no liability to the Seller in respect of it.
- 3.2 The Buyer reserves the right to purchase any Goods, and/or procure the Works from any Seller at its entire discretion.

4 Seller's Responsibilities

- 4.1 The Seller shall at all times, and at its cost, observe the Laws and all Buyer health, safety, environmental, quality, security, equality and business policies, rules and regulations that apply to the supply of the Goods and/or Works and any other specific requirements that apply at the Buyer's Site or premises.
- 4.2 The Seller shall provide risk assessments, method statements, COSHH data sheets, BIM data and all other data required to provide the Goods and/or Works.
- 4.3 The Seller shall comply with all Key Performance Indicators (KPI's) in relation to health, safety, environment and quality included in the Contract and / or the Schedules.
- 4.4 The Seller shall not unreasonably refuse any request by the Buyer to inspect, test and audit the performance record, management system, design and competences, the premises of the Seller or any third party before, during or after the Works are carried out; or in the case of Goods being supplied, their design, manufacture, processing or storage prior to despatch. The Seller shall provide the Buyer or any person to whom this right has been delegated by the Buyer with all facilities and records reasonably required for inspection, testing and auditing. For the avoidance of doubt, the Seller shall undertake at its cost all tests necessary to demonstrate that the Goods and/or Works comply with the Contract.
- 4.5 If, as a result of inspection, testing or auditing, the Buyer is not satisfied that the Goods and/or Works will comply in all respects with the Contract, and the Buyer so informs the Seller within seven (7) days of such inspection, testing or auditing, the Seller shall (at his own cost) take such steps as are necessary to ensure compliance. When any inspections and/or testing demonstrates to the reasonable satisfaction of the Buyer that the Goods, and/or Works comply in all respects with the Contract, the Seller shall provide to the Buyer evidence and/or certificates indicating the inspections and/or tests which have been performed in relation to the Goods, and/or Works and the results achieved.

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- 4.6 Any inspection, test or audit undertaken by the Buyer or on its behalf shall not signify acceptance of any Goods and/or Works provided by the Seller.
- The following additional clauses apply only where Goods are supplied as part of the Contract:-**
- 4.7 Without prejudice to any other remedies which may exist, if any Goods are not supplied or do not comply with the terms and conditions of the Contract, then the Buyer shall be entitled:
- 4.7.1 to require the Seller to take action to replace, or at the Buyer's discretion repair, within seven (7) days of receiving notice to such effect from the Buyer in writing (or such longer period as may be specified in such notice) and to agree with the Buyer a new date for completing the repair or replacement (as appropriate) as soon as possible; or
- 4.7.2 at the Buyer's sole discretion, if it is not practicable for the Seller to comply with Clause 4.7.1 or if the Seller has failed so to do, to treat the Contract as repudiated by the Seller's breach immediately following notice from the Buyer and require the repayment of any part of the Price which has been paid, together with any sums payable under Clause 8.3.
- 4.8 The Seller warrants to the Buyer that the Goods will:
- 4.8.1 Be of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller (expressly or by implication) on or before the date of the Purchase Order;
- 4.8.2 Be free from defects in design, materials and workmanship;
- 4.8.3 Correspond with the Specification and any sample previously provided;
- 4.8.4 Comply with all Laws, to include all statutory requirements and regulations relating to the sale of the Goods;
- 4.8.5 Comply with all relevant CE marking or equivalent; and
- 4.8.6 not infringe the rights of any third party.
- 4.9 The quantity, quality and description of the Goods shall be as specified on the Purchase Order and/or the Specification.
- 4.10 The Seller shall comply with all Laws or any other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.
- The following additional clauses apply only where Works are to be undertaken as part of the Contract:-**
- 4.11 The Seller shall carry out and complete the Works using reasonable skill diligence, judgement and care, in compliance with industry best practice and in accordance with the requirements stated in this Contract. The Seller warrants and undertakes that it has sufficiently qualified and experienced personal and financial resources to undertake and perform the Works and that it is experienced in performing activities that are comparable in size, scope, complexity and purpose to the Works.
- 4.12 The Seller shall be fully responsible for all aspects of the design of the Works except where specifically excluded within the Specification. The design provided by the Seller shall be fit for purpose as described within the Contract.
- 4.13 The Seller shall promptly notify the Buyer in writing if the Seller becomes aware of any ambiguity or error in the Specification or any respect in which the Works to be undertaken are unlikely to meet the Buyer's requirements.
- 4.14 The Seller shall ensure that where the Works integrate with the activities of any other suppliers or sub-contractors, full co-operation is maintained as far as reasonably practical. In the event that the Buyer should incur any additional expense as a result of failure by the Seller to fully integrate the Works with the activities of any other suppliers or sub-contractors, the Seller shall be liable for any additional substantiated costs they may thereby incur.
- 4.15 The Seller shall give all notices legally required and pay all fees legally payable in connection with the Works.
- 4.16 The Seller shall promptly notify the Buyer of:-
- 4.16.1 any requirement for obtaining consents for the Works and for complying with all such consents; and
- 4.16.2 any claim or circumstances which are likely to lead to a claim for the payment of any sum in excess of the Price. Failure to notify in accordance with this Clause 4.16 shall result in the Seller being deemed to have waived any such claim.
- 4.17 The Seller warrants to the Buyer that all materials, plant or equipment installed as part of the Works shall:-
- 4.17.1 be of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller (expressly or by implication) on or before the time the Purchase Order is placed;
- 4.17.2 be free from defects in design, materials and workmanship;
- 4.17.3 corresponds with the Specification or any sample previously provided;
- 4.17.4 comply with all Laws relating to the Works including CE marking where applicable; and
- 4.17.5 not infringe the rights of third parties.
- 4.18 On the receipt or giving of a notice to terminate in accordance with Clause 11 or the date of appointment of a successor to the Seller, the Seller shall without making a charge:
- 4.18.1 use all reasonable efforts to facilitate from the date of termination the transfer of the provision of the Works to the Seller's successor or at the Buyer's option to the Buyer itself;
- 4.18.2 provide the Seller's successor and the Buyer with reasonable access to all relevant information, data and records and comply with all reasonable requests made by the successor and the Buyer in connection with preparing for taking over the provision of the Works; and
- 4.18.3 provide to the Buyer a copy of any software developed by the Seller in connection with the Works.
- 5 Delivery – (only applicable where Goods are supplied as part of the Contract)**
- 5.1 The Goods shall be delivered to the Site on the Delivery Date and in accordance with the requirements stated in the Contract and/or in accordance with any Programme stated therein. In the absence of any specific date for delivery, the Seller shall deliver the Goods with all due diligence and expedition at the earliest possible date and in accordance with any reasonable requirements as notified by the Buyer.
- 5.2 If the Goods are not delivered on the Delivery Date then, without prejudice to any other remedy, the Buyer shall be entitled to deduct from the Price or (if the Buyer has paid the Price) to claim from the Seller by way of liquidated damages for delay, two per cent (2%) of the Price for every day's delay, up to a maximum 5 times the Price or the Buyer's annual spend with the Seller, whichever is the greater or such other liquidated damages as are specified in the Contract.
- 5.3 The Seller shall give the Buyer reasonable advance notice of all deliveries and shall deliver and off load the Goods at the Site, in accordance with both the Buyer's requirements and all applicable health and safety requirements, on the notified date within normal business hours.
- 5.4 A packing note quoting the number of the Purchase Order must accompany each delivery or consignment of the Goods and must

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- be displayed prominently together with information about storage requirements and/or lifting hazards.
- 5.5 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract. At its option the Buyer may:
- (a) require the Seller to repair the Goods or to supply replacement Goods which are in accordance with the Contract within 7 days; and
 - (b) whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods, treat the Purchase Order as wholly repudiated by the Seller and require the Seller, at its own expense, to remove the Goods and require the repayment of any part of the Price which has been paid.
- 5.6 The Seller shall provide the Buyer with written notice of any instructions and/or other information ("Delivery Instructions") required (at least 7 working days prior to delivery) to enable the Buyer to accept delivery of the Goods. The Buyer shall be entitled to recover any loss suffered as a result of the Seller failing to provide the Delivery Instructions on time.
- 5.7 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.
- 5.8 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course of business. There must also be prominently displayed on the packaging of the Goods any storage requirements or lifting hazards.
- 5.9 Where Goods are imported, the delivery shall be made DDP (delivered duty paid) unless otherwise mutually agreed in writing.
- 6 Programme and Completion (only applicable where Works are undertaken as part of the Contract)**
- 6.1 The Seller shall be given access to the Site on the Commencement Date and shall thereupon proceed regularly and diligently with the Works in accordance with the Programme but in any event complete the Works by the Completion Date. In the absence of the Programme and/or the Completion Date, the Seller shall complete the Works with all due diligence and expedition at the earliest possible date and in accordance with any reasonable requirements as notified by the Buyer.
- 6.2 If the Works are not executed by the Completion Date, then, without prejudice to any other remedy, the Buyer shall be entitled to deduct from the Price or (if the Buyer has paid the Price) to claim from the Seller by way of liquidated damages for delay four per cent (4%) for the first week of delay or part thereof, three (3%) for the second week, two per cent (2%) for the third week and one per cent (1%) for the fourth week, up to a maximum of ten per cent (10%) of the Price or such other liquidated damages as are specified in the Contract.
- 6.3 The Seller shall submit a progress report to the Buyer on a monthly basis (or at such other frequency as the parties may reasonably agree).
- 6.4 Notwithstanding the Seller's obligation to complete the Works on or before the Completion Date, the Seller may be required to install, test and/or commission certain sections of the Works to comply with the Programme. The Price is deemed to include all costs in connection with complying with this requirement.
- 6.5** Unless otherwise agreed in writing, the Works will be undertaken during normal Site working hours.
- 7 Price**
- 7.1 The Price shall be as stated on the Purchase Order (or elsewhere within the Contract) and no increase in the Price shall apply without the prior consent of the Buyer in writing.
- 7.2 The Price shall be exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice).
- 7.3 The Price shall be inclusive of all direct and indirect costs and charges that the Seller may or will incur in order to provide the Goods and / or Works. Such costs and charges shall include, but not be limited to labour, overtime, plant, material, power, consumables, supervision, attendances, overheads, inflation, price fluctuation, storage, protection, mobilisation, demobilisation, site accommodation, personnel transport, employment costs, packaging (including disposal thereof), shipping, carriage, insurance and delivery, off-loading and distribution as required of the Goods and / or Works and any duties, imposts or levies other than value added tax.
- 8 Payment**
- 8.1 Payment of each invoice shall be subject to the Seller having provided all relevant worksheets and certificates as required. Each invoice must be in an electronic format and make clear reference to a valid Buyer Purchase Order number, the cost centre reference when indicated on the Purchase Order, delivery or the Site address and be detailed in a similar format to the Purchase Order to allow the matching of quantity and value. Any invoice in a paper form or without a valid Buyer Purchase Order number shall be rejected and no payment will be made.
- 8.2 The Buyer shall not be obliged to pay for Goods and / or Works that:
- 8.2.1 have been invoiced, but which are not in accordance with the Contract; or
 - 8.2.2 the final invoice has been provided by the Seller later than 2 months after the delivery of the Goods or completion of the Works.
- 8.3 The Buyer shall be entitled to set off against the Price all sums owed to the Buyer by the Seller, whether under the Contract or any other contract or arrangement between the parties.
- 8.4 Subject to Clauses 8.1, 8.2, 8.3 and 10.3, and unless otherwise stated in the Purchase Order or the Contract, the Buyer shall pay the invoice(s) as per its standard payment terms which are 30 Days Due Net (30 days after the end of the month the invoice was issued).
- 8.5 The Seller shall be entitled to charge interest on any undisputed overdue payments from the due date for payment until the date of payment at a rate of two per cent (2%) above the current interest rate on the deposit facility as published by the European Central Bank.
- 8.6 If any party responsible for making payments to the Buyer under the main contract to which this Contract relates, is or becomes insolvent within the meaning of either section 3(6) of the Construction Act 2013 (Irish contracts) or section 113(2) to 113(5) of the Housing Grants, Construction and Regeneration Act 1996 Act (UK contracts), then the Buyer shall not be obliged to make any further payment to the Seller until it has received the equivalent payment under the main contract.
- The following additional payment clauses apply only where Goods are supplied as part of the Contract:-**
- 8.7 Unless otherwise stated in the Purchase Order or elsewhere in the Contract, the Seller shall be entitled to invoice the Buyer the Price on or at any time after delivery and acceptance by the Buyer of the Goods.
- 8.8 For invoices relating to imported Goods country of origin, country of destination, commodity code(s) and both net and gross weights must also be stated.
- The following additional payment clauses apply only where Works are to be undertaken as part of the Contract:-**
- 8.9 Unless otherwise stated in the Purchase Order or elsewhere in the Contract, the Seller shall, commencing from the start of its

work on the Site, be entitled to invoice at the end of each month for that part of the Price relating to the element or part of the Works completed in the preceding month. Before issuing an invoice, the Seller shall provide a written statement detailing how the invoice is calculated together with all relevant supporting documentation for Buyer's approval. Upon receipt of the Buyer's written approval, the Seller may issue the invoice.

9 Liability

9.1 The following provisions set out the parties' entire liability (including any liability for the acts or omissions of their respective employees, agents or sub-contractors) to each other in respect of:

9.1.1 any breach of their respective obligations under this Contract; and/or

9.1.2 any representation, statement or tortious act or omission, including negligence, or otherwise arising under or in connection with this Contract.

9.2 Nothing in this Contract limits either Party's liability for:

9.2.1 death or personal injury caused by negligence; and

9.2.2 willful misconduct or fraud committed by a Party.

9.3 The Seller shall be liable for any and all acts or omissions of its employees, agents, consultants, designers, suppliers or sub-contractors arising out of or in connection with this Contract (whether arising from contract, breach of warranty, tort (including negligence), breach of statutory duty, non-fraudulent misrepresentation, under any indemnity or otherwise).

9.4 The Buyer's total liability for any and all acts or omissions of its employees, agents, consultants, designers, suppliers or sub-contractors arising out of or in connection with this Contract (whether arising from contract, breach of warranty, tort (including negligence), breach of statutory duty, non-fraudulent misrepresentation, under any indemnity or otherwise) shall be limited to the Price.

9.5 Notwithstanding anything contained in the Contract, in no circumstances shall the Buyer be liable to the Seller, in contract or tort (including negligence or breach of statutory duty) howsoever arising, and whatever the cause thereof, for any (i) loss of production, loss of business, loss of contracts, loss of revenues or (ii) special, indirect incidental or consequential loss or damage of any nature whatsoever arising out of or in connection with the Contract.

9.6 Each Party acknowledges that it considers the provisions of this Clause 9 to be reasonable, taking account of the other terms of this Contract and its ability to insure against the losses which might arise from a breach of this Contract.

9.7 The Seller shall defend, hold harmless and indemnify the Buyer (and its directors, officers, employees, agents, subsidiaries, affiliates and each of their successors) from and against any loss, claim, damages, costs and liabilities of any kind (including reasonable legal fees and expenses) to the extent that these arise out of or relate to the infringement of any Intellectual Property Rights relating to the Goods and/or Works (as applicable).

9.8 The provisions of this Clause 9 shall survive the expiry or termination of this Contract.

10 Insurance and Title

10.1 Unless stated otherwise in the Contract the Seller shall take out and maintain with a well-established and reputable insurer licensed to carry on the business of insurance as primary policies of insurance for the duration of the Contract to include where applicable the Defects Liability Period, the following policies of insurance:-

10.1.1 Employers Liability Insurance of not less than £10,000,000 (UK contracts) or €13,000,000 (Irish contracts).

10.1.2 Public Liability Insurance and in relation to Goods, Product Liability Insurance with a limit of indemnity of not less than £10,000,000 (UK contracts) or €6,500,000.00 (Irish contracts) on an each and every claim basis and such insurance shall be maintained in force throughout the duration of the Contract and for a continuous period of six years thereafter.

10.1.3 Where the Seller is responsible for design of all or part of the Works, Professional Indemnity Insurance with a limit of indemnity of not less than £5,000,000 (UK contracts) or €6,500,000 (Irish contracts) on an each and every claim basis and such insurance shall be maintained in force throughout the duration of the Contract and for a continuous period of six years thereafter.

10.2 Prior to execution of the Contract, the Seller shall provide evidence that the insurance policies required by this Contract are in place and that all premiums have been paid; where Works are undertaken as part of the Contract this evidence must be in the form of the IBA / UK Questionnaire, available on request from the Buyer. The Seller shall maintain the insurance policies for the duration of all of its obligations under the Contract and immediately provide to the Buyer evidence that all policies have been renewed when applicable.

10.3 The Buyer shall be under no obligation to make payment to the Seller where it has not complied with the requirements of Clause 10.2.

10.4 Title in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods (less any retention money) is made prior to delivery, in which case it shall pass to the Buyer once payment has been made and the Goods shall be considered to have been appropriated to the Contract and shall be marked "Property of the Buyer".

11 Termination

11.1 The Buyer shall be entitled to terminate the Contract forthwith without liability to the Seller by giving notice to the Seller at any time if:

11.1.1 the Seller makes any voluntary arrangement with its creditors or, being an individual or firm, becomes bankrupt or, being a company, becomes subject to an administration order or goes into liquidation, otherwise than for the purpose of solvent amalgamation or reconstruction;

11.1.2 an encumbrancer takes possession of, or a receiver is appointed in respect of, any of the property or assets of the Seller;

11.1.3 the Seller ceases, or threatens to cease, to carry on business; or

11.1.4 the Buyer reasonably believes that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly; or

11.1.5 delivery of the Goods or progress in respect of the Works is delayed for a period of four (4) weeks or more beyond the Delivery Date; or

11.1.6 the Seller is in material breach of any of its obligations under the Contract and fails to remedy same within five (5) days of receiving notice to remedy such breach; or

11.1.7 completion of the Works is not achieved by the Completion Date.

11.2 Notwithstanding Clause 11.1, the Buyer shall be entitled to terminate the Contract subject to giving seven (7) days' prior written notice to the Seller. In such circumstances, the Seller shall cease work immediately from receipt of the notice and shall mitigate its costs as far as is practicable. The Buyer shall

reimburse the Seller such proportion of the Price as it is fair and reasonable to pay for the actual quantity of the Goods supplied, and / or the Works completed as at the date of termination.

- 11.3 On termination, title in all Goods and Work paid for by the Buyer, whether on or off the Site, shall vest in the Buyer.

The following additional clauses apply only where Works are to be undertaken as part of the Contract:-

- 11.4 On termination, the Buyer may itself take over the Works or make such arrangements as is necessary to complete the Works. In such event, the Buyer shall cease to be obliged to make any further payment under the Contract until the Works are completed. Upon completion of the Works, the Seller shall pay to the Buyer all additional costs incurred by the Buyer to complete the Works.

12 Defects

- 12.1 Any defects or deficiencies which:-
(a) appear (i) in the case of Goods, within eighteen (18) months of the later of the Delivery Date and the actual delivery date; or (ii) in the case of Works, within the later of twelve (12) months from the Date of Taking-Over and the Completion Date; or (iii) such other time period as may be agreed between the parties (the "Defects Liability Period"); or
(b) arise (i) in the case of Goods, from a breach of Clause 4.8; or (ii) in the case of Works, from a breach of Clause 4.17;

shall be promptly made good by the Seller entirely at its own cost and at a time convenient to the Buyer.

- 12.2 If the Seller fails to make good defects or deficiencies promptly as aforesaid, the Buyer may engage others to carry out the necessary work and the Seller hereby agrees to indemnify the Buyer in full against the cost thereof.
- 12.3 In the event that the Buyer exercises its right to make good any defects or deficiencies in accordance with Clause 12.2 above, such work shall be deemed to have been carried out by the Seller and the liability of the Seller in relation to the Goods and/or Works shall be unaffected thereby.

13 Notices

- 13.1 Any notice required or permitted to be given by either Party to the other under the Contract shall be in writing addressed to that other Party either at (i) its registered office or principal place of business or other address as may at the relevant time have been notified pursuant to this provision to the Party giving the notice or (ii) via email to such nominated personnel as is agreed by the Parties. Notices given by personal delivery shall be deemed to be received on the day of service (if within business hours) and on the next working day (if outside working hours). Notices served by first class post shall be deemed to be received on the second day after posting. The parties agree that e-mail is an acceptable medium for transmission of notices and that any notice sent by e-mail shall constitute a valid notice in accordance with this Clause 13.1.

14 Assignment

- 14.1 The Seller shall not subcontract its performance or assign or transfer to any other person any of its rights or obligations under the Contract, without the Buyer's prior written consent.

15 Intellectual Property Rights

- 15.1 Any drawings, documents and information, including, but not limited to, all reports, statements, summaries, certificates, calculations and any other information, including any such information which is generated by or stored on computer, which have been or shall be prepared or provided by or on behalf of the

Seller relating to this Contract ("Documents") shall, as the case may be, vest in or remain vested in the Seller but notwithstanding the completion, abandonment or termination or alleged termination of this Contract, the Seller hereby grants an irrevocable, royalty-free, non-exclusive, transferable licence to the Buyer to use, reproduce and/or modify the Documents for any purpose whatsoever including, without limitation, the execution, completion, maintenance and reinstatement of the Goods and/or Works and to the extent that the Seller procures Documents from others, it shall, unless previously agreed otherwise, ensure that a similar licence to use and reproduce such Documents is also granted to the Buyer.

- 15.2 The Seller hereby grants the Buyer an irrevocable, royalty-free, non-exclusive, transferable licence to the Buyer to use, reproduce, decompile and/or modify any software, code, source code, or other operating or control system used by, in connection with or otherwise to control, monitor or otherwise operate any Goods or Works supplied by the Seller under this Contract.

- 15.3 The Seller warrants that it has not infringed any third party's Intellectual Property rights.

16 Confidential Information

- 16.1 The Seller shall at all times treat all Buyer information as confidential and shall not disclose any such information to any person without the prior written consent of the Buyer.

17 Publicity

- 17.1 Except with the prior written consent of the Buyer, the Seller shall not make any press announcements or publicise the Contract or its contents in any way.

18 General Legal Provisions

- 18.1 This Contract (together with the documents referred in the Contract) constitutes the entire understanding and agreement between the Parties with respects to its subject matter, and constitutes and supersedes all prior discussions, agreements, communications, representations or understanding of the parties, whether oral or written. For the avoidance of doubt, all other terms and conditions contained within the Seller's quotation, invoice, delivery note (whether or not signed by a representative of the Buyer) or in any correspondence are expressly excluded and have no contractual force.

- 18.2 No variation to the Contract shall be binding unless expressly agreed to be a variation in writing by the authorised representative of the Buyer.

- 18.3 Any reference in the Contract to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended from time to time.

- 18.4 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected by this decision or judgment and shall remain in full force and effect.

- 18.5 The headings in these General Terms & Conditions are for convenience only and shall not affect their interpretation.

- 18.6 The waiver of any terms or conditions herein by the Buyer shall only be effective if recorded in writing signed by the Buyer and shall constitute a waiver for the purposes of that particular transaction only and all other terms and conditions shall remain in full force and effect.

- 18.7 For the purposes of the Contract the Seller is an independent contractor, maintaining complete control over its personnel and operations. Nothing herein shall be deemed to constitute either Party the partner, agent or legal representative of the other.

19 Governing Law

General Terms & Conditions



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- 19.1** The Contract is subject to the laws of the jurisdiction of the Buyer and the Parties agree that Courts of that jurisdiction shall have the right to determine any disputes or differences under the Contract.