

## GENERAL CONDITIONS OF SALE (version: January 2023)

The Customer's particular attention is drawn to Conditions 3.3, 10.1 and 11.4.

### Article I: DEFINITIONS

1.1 The definitions and rules of interpretation in this condition apply in these conditions:

Company: HEIDENHAIN GB LIMITED a company registered under company number 949353 having its registered office at 200 London Road, Burgess Hill, West Sussex, RH15 9RD.

Customer: the person, firm or company who purchases the Goods from the Company.

Contract: any contract between the Company and the Customer for the sale and purchase of the Goods, incorporating these conditions.

Force Majeure Event: has the meaning set out in condition 13.2.

Goods: any goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them, systems and integrated software).

Intellectual Property Rights: all intellectual and industrial property rights of whatever nature including design rights, copyright, patents, know-how, database rights, rights in software, domain names, trade and service marks, utility models, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other rights in the nature of intellectual property rights 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 anywhere in the world.

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

1.2 A reference to a particular statute or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.3 Words in the singular include the plural and in the plural include the singular and a reference to one gender includes a reference to the other gender. Condition headings do not affect the interpretation of these conditions.

1.4 Where the words "include(s)" or "including" are used in these conditions, they are deemed to have the words "without limitation" following them, and are illustrative and shall not limit the sense of the words preceding them.

### Article II: APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3, the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document, or which are implied by trade, custom, practice or course of dealing).

2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a Director of the Company. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.4 Each order or acceptance of a quotation for Goods by the Customer from the Company shall be deemed to be an offer by the Customer to buy the Goods subject to these conditions.

2.5 No order placed by the Customer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company at which point the Contract shall come into existence.

2.6 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Customer. Unless otherwise stated in the Company's quotation and provided that the Company has not previously withdrawn it, any quotation is valid for a period of 90 days from its date.

2.7 The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate.

2.8 Any and all software products supplied by the Company under a Contract will at all times be subject to the licence agreement available at [www.heidenhain.com/terms-of-business](http://www.heidenhain.com/terms-of-business).

### **Article III: SPECIFICATION**

3.1 The quantity and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order.

3.2 Unless otherwise stated in the Company's quotation, any specifications, drawings and particulars of weights and measurements, submitted with a quotation are approximate only. All samples, drawings, descriptive matter, specifications issued by the Company and any descriptions or illustrations in the Company's catalogues, brochures, manuals, price lists and other advertisement matter are issued or published for the sole purpose of giving an approximate idea of the goods described them. They shall not form part of the Contract and this is not a sale by sample.

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

3.4 Any Goods ordered by the Customer which are stated to be any of a 'prototype', 'non-series', 'non-serial', 'pre-serial' or 'pre-series' product (hereafter a "Prototype") will only be supplied at the Customer's express request and will be labelled as such in an order or quotation may be subject to additional terms set out in writing between the parties. Any Goods delivered to the Customer which are or include Prototypes have not been manufactured, tested or inspected as a serial product by the Company. The use of a Prototype is entirely at the Customer's own risk and subject to clause 11.3, the Company excludes its liability to the Customer for Customer's use of Prototypes. It is the Customer's responsibility to conduct any tests to ensure the Prototype will function safely and reliably in its systems. Where Customer has completed use of a Prototype, the Prototype should be safely destroyed or returned to the Company at the Customer's own risk and expense, unless otherwise agreed in writing between the parties.

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

### **Article IV: DELIVERY**

4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business, ex works.

4.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

4.3 If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

- (a) risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);
- (b) the Goods shall be deemed to have been delivered at 9.00am on the second Working Day after the day on which the Company (as applicable): (i) notified the Customer that the Goods were ready; or (ii) requested appropriate instructions, documents, licences or authorisations which were not received; and
- (c) the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including storage and insurance).

4.4 If seven Working Days after the day on which the Company notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Company may resell or otherwise dispose of part or all of the Goods without further liability to the Customer, at which point the Contract shall terminate.

4.5 The Customer shall provide at the point of delivery and at its expense adequate and appropriate equipment and manual labour for loading and/or unloading the Goods.

4.6 The Customer is responsible for supplying all information and documentation which may be required for transport, import or export purposes of the Goods.

4.7 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.8 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

### **Article V: NON-DELIVERY**

5.1 The quantity of any consignment of Goods as recorded by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

5.2 Subject to condition 5.3, the Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non-delivery within 3 Working Days of the date when the Goods would in the ordinary course of events have been received (being the estimated delivery date for the relevant Goods, if one was specified).

5.3 The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.4 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

## **Article VI: RISK/TITLE**

- 6.1 The Goods are at the risk of the Customer from the time of delivery.
- 6.2 Title of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- (a) the Goods; or
  - (b) all other sums which are or which become due to the Company from the Customer on any account, in which case title to the Goods shall pass at the time of payment of all sums.
- 6.3 Subject to condition 6.4, until title of the Goods has passed to the Customer, the Customer shall:
- (a) hold the Goods on a fiduciary basis as the Company's bailee;
  - (b) store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
  - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company; and
  - (e) notify the Customer immediately if it becomes subject to any of the events listed in clause condition 6.5.
- 6.4 Where the Goods are combined with other goods and the Company's Goods remain identifiable and can be detached, the Company shall retain title to its Goods in the new product.
- 6.5 The Customer may resell the Goods (and in combination with any new products referred to in condition 6.4) before the Company receives payment for the Goods on the following conditions:
- (a) sale shall be effected in the ordinary course of the Customer's business at full market value; and
  - (b) any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale and not as the Company's agent; and
  - (c) title to the Goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs.
- 6.6 The Customer's right to possession of the Goods shall terminate immediately if, before title in the Goods passes to the Customer:
- (a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
  - (b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
  - (c) the Customer encumbers or in any way charges any of the Goods.
- 6.7 The Company shall be entitled to recover payment from the Customer for the Goods notwithstanding that title of any of the Goods has not passed from the Company.
- 6.8 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored and in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.
- 6.9 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this condition 6 shall remain in effect.

## **Article VII: PRICE**

- 7.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price specified in the Company's quotation.
- 7.2 The price for the Goods shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Customer shall pay in addition when it is due to pay for the Goods. For the avoidance of doubt all prices are Ex Works.

## **Article VIII: PAYMENT**

- 8.1 Subject to conditions 8.2 and 8.5 and unless otherwise specified in the Company's quotation, payment of the price for the Goods is due in pounds sterling on the last Working Day of the month following the month in which the Goods are invoiced.
- 8.2 If the Customer falls into any of the following categories, payment for the price for the Goods is due in advance of delivery until such a time as agreed in writing between the parties: (a) a new Customer of the Company, (b) a Customer that does not have a customer account with the Company, (c) a Customer that has been unsuccessful on application for a customer account, or (d) a Customer that does not meet the required credit rating or criteria as decided by the Company in its sole discretion.
- 8.3 Time for payment shall be of the essence, and no discounts for early settlements will be allowed unless expressly agreed in the Contract.
- 8.4 No payment shall be deemed to have been received until the Company has received cleared funds.
- 8.5 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- 8.6 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.
- 8.7 If the Customer fails to pay the Company any sum due pursuant to the Contract, the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 3 % above the base lending rate from time to time of National Westminster Bank plc, accruing on a daily basis until payment is made, whether before or after any judgment.

8.8 If the Customer fails to make any payment on its due date then without prejudice to the Company's other rights provided for in these conditions, the Company may cancel or suspend delivery of any Goods due to the Customer and/or appropriate any payment made by the Customer to such of the Goods which are due to the Customer or such other goods as are to be provided under any other contract with the Customer as the Company may in its sole discretion think fit.

8.9 The Company may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs), provided that the Customer shall have the right to terminate the Contract in these circumstances by giving notice within five Working Days after receipt of such notice;
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or any specification for the Goods; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.

## **Article IX: QUALITY**

9.1 Where the Company is not the manufacturer of the Goods, the Company shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given to the Company.

9.2 Subject to clause 9.6, the Company warrants that (subject to the other provisions of these conditions) upon delivery, the Goods shall correspond with the product description specified in the Company's quotation.

9.3 The Company shall not be liable for a breach of the warranty in condition 9.2 unless:

- (a) the Customer gives written notice of a defect in the Goods to the Company, and, if the defect is as a result of damage in transit to the carrier, within 3 days of the time when the Customer discovers or ought to have discovered the defect; or
- (b) the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost for the examination to take place there.

9.4 The Company shall not be liable for a breach of the warranty in condition 9.2 if:

- (a) the Customer makes any further use of such Goods after giving notice of a defect under condition 9.3; or
- (b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, programming, use or maintenance of the Goods or (if there are none) good trade practice; or
- (c) the Customer alters or repairs such Goods without the written consent of the Company; or
- (d) the defect arises as a result of the fair wear and tear, wilful damage, negligence or abnormal storage or working conditions; or
- (e) the defect arises as a result of the Company following any drawing, design or specification supplied by the Customer; or
- (f) the Goods differ from their description as a result of the changes made to ensure they comply with applicable statutory or regulatory requirements.

9.5 The Company shall not be liable for a breach of the warranty in condition 9.2 if the Goods fail to achieve any performance criteria stated in any specifications, catalogues, brochures, manuals or advertisements issued or published by the Company or for the deterioration of the Goods or any machines, equipment, systems, software or other materials to which the Goods are affixed or integrated or for any damage, faults or failures in any manufacturing or production goods or materials where:

- (a) the Goods are not compatible with machines, equipment or other materials with which they are affixed and/or integrated;
- (b) the Goods have not been integrated or systems configured correctly by the Customer;
- (c) where installation configuration and/or programming of the Goods is performed by the Company and the Customer fails to provide complete and accurate information reasonably required by the Company to perform such service, including specification, configuration or programming instructions; or
- (d) the machines, equipment or other materials to which the Goods are integrated or affixed (and including any parts thereof) are not of sufficient quality or precision to allow true performance by the Goods.

9.6 Subject to conditions 9.3, 9.4 and 9.5, if any of the Goods do not conform with the warranty in condition 9.2 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Customer shall, at the Customer's expense, return the Goods or the part of such Goods which is defective to the Company. The Company does not offer any guarantee of credit for Goods the Customer requests to return.

9.7 If the Company complies with condition 9.6 it shall have no further liability for a breach of the warranty in condition 9.2 in respect of such Goods. Subject to the Customer's compliance with condition 9.3, any claim under the warranty in condition 9.2 is limited to 12 months from the date of discovery of the defect.

9.8 The Customer shall be responsible for establishing the compatibility of the Goods with any machines, equipment, systems, software or other material used by the Customer to which the Goods are intended to be affixed or integrated unless the Customer had made known that purpose to the Company in writing and the Company has confirmed in writing that it is reasonable for the Customer to rely upon the skill and judgement of the Company.

## **Article X: TERMINATION**

10.1 The Customer may terminate the Contract in whole or in part at any time before delivery of the Goods with immediate effect by giving the Company written notice, whereupon the Company shall discontinue all work on the Contract. The Customer shall pay the Company compensation for all work in progress and Goods in production at the time of termination, as Goods are made to order and according to Customer specifications. The Customer should be aware that most of the costs incurred by the Company in the manufacturing process takes place shortly after the order is accepted by the Company. Such compensation shall include loss of anticipated profits or any consequential loss.

10.2 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:

- (a) any of the circumstances described in condition 6.6 arise (whether before or after delivery of the Goods); or
- (b) if the Customer fails to pay any amount due under the Contract on the due date for payment.

10.3 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.

10.4 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination.

10.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## **Article XI: LIMITATION OF LIABILITY**

11.1 Subject to condition 4, condition 5 and condition 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:

- (a) any breach of these conditions;
- (b) any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12(1) and (2) of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

11.3 Nothing in these conditions excludes or limits the liability of the Company:

- (a) for death or personal injury caused by the Company's negligence; or
- (b) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (c) for fraud or fraudulent misrepresentation.

11.4 Subject to condition 11.2 and condition 11.3:

- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price of the Goods; and
- (b) the Company shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## **Article XII: INTELLECTUAL PROPERTY RIGHTS**

12.1 Subject to condition 12.3 and 12.4, all Intellectual Property Rights of whatever nature in the Goods (which shall include any software relating thereto) are and shall at all times remain the property of the Company. The Company hereby grants to the Customer an irrevocable, royalty-free, non-exclusive, non-sublicensable right and licence to use those Intellectual Property Rights to the extent necessary to use the Goods for their intended purpose (subject always to condition 12.2 and any software licence terms accompanying Software installed and comprising part of the Goods).

12.2 The Customer undertakes not to seek to abstract from the Goods any confidential information regarding their design, construction or otherwise and without limiting the foregoing shall not copy, adapt, translate, reverse program, disassemble, decompile, analyse, modify or otherwise reverse engineer any systems or software comprised in the Goods.

12.3 Any computer operating systems, middleware or applications ("Software") not owned by the Company but installed and comprising part of the Goods is supplied subject to licence and warranty of the Software licensor. The Company shall supply the required Software licence, where applicable. The Customer undertakes to comply with all terms of such licence. The Customer shall be deemed to have accepted the licence if it makes any use of the Software or any operating system on which it is installed. If the Customer chooses not to accept the licence, the Company will only accept the return of the entire Goods (or part(s) thereof on which the Software is installed where capable and at the Company's absolute determination) for refund provided that the Goods (or part(s)) are returned without damage and at the Customer's cost. The Company is not under any obligation to provide new versions or updates to the Software. Any open source components of Software shall be subject to the relevant open source licensing terms.

12.4 All Intellectual Property Rights in any programming undertaken by the Company at the Customer's instruction shall belong to the Company unless expressly agreed and assigned to the Customer in writing.

12.5 The Company shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims arising out of or in connection with any claim that the Customer's use of Intellectual Property Rights in the Goods, used in accordance with the agreement, infringed a third party's Intellectual Property Rights, provided that, if any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity ("Claim"), the Customer:

- (a) as soon as reasonably practicable, gives written notice of the Claim to the Company, specifying the nature of the Claim in reasonable detail;
- (b) does not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Company (such consent not to be unreasonably conditioned, withheld or delayed); and
- (c) takes such action as the Company may reasonably request to avoid, dispute, compromise or defend the Claim.

12.6 If use of any third party Intellectual Property Rights in the Goods becomes or, in the opinion of qualified legal counsel, is likely to become the subject of any such Claim, the Company may:

- (a) modify the Goods as necessary to avoid such claim, provided that the Goods (as amended) functions in substantially the same way as the Goods before modification;
- (b) procure for the Customer a licence from the relevant claimant to continue using the Intellectual Property Rights in the Goods.

12.7 If:

- (a) use of the Goods by the Customer is determined in a court of law to be infringing;
- (b) the Company is advised by qualified legal counsel that use of the Goods in accordance with this Contract is likely to constitute infringement of a third party's Intellectual Property Rights; or
- (c) if an injunction or similar order is granted in connection with any claim within the scope of condition 12.5 which prevents or restricts use of the Goods in accordance with the Contract, and the Company is unable, after best efforts, to procure the non-infringing use of the Goods, the Customer shall have the right to terminate this Contract.

## Article XIII: GENERAL

13.1 The Company may assign, transfer, sub-contract or deal in any other manner with any or all of its rights or obligations under the Contract or any part of it to any person, firm or company. The Customer shall not be entitled to assign, transfer, sub-contract or deal in any other manner with any or all of its rights or obligations under the Contract or any part of it without the prior written consent of the Company.

13.2 The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (and will reimburse to the Customer its pre-paid amounts in relation to the cancelled Contract or the reduced volume of Goods but without any further liability) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including acts of God, governmental actions, war or national emergency (whether declared or not), acts of terrorism, protests, riot, civil commotion or unrest, sabotage, currency or trade restrictions, fire, explosion, flood, epidemic, pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers, telecommunications, information systems or energy, or inability or delay in obtaining supplies of adequate or suitable materials (a "Force Majeure Event"), provided that, if the event in question continues for a continuous period in excess of 120 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

13.3 The Company does not warrant the Goods compliance with any legislation or regulations governing the importation of the Goods into a country outside of the United Kingdom. The Customer shall be responsible for obtaining all import licences or permits for the entry of the Goods into any other country of destination and for payment of all customs duties, clearance charges, taxes or brokers' fees on them in connection with the importation and delivery save as otherwise expressly agreed in writing with the Company.

13.4 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

13.5 If any provision of the Contract is held by any court, tribunal or administrative body competent jurisdiction to be illegal, invalid, void, voidable, unenforceable or unreasonable in whole or in part it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

13.6 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

13.7 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

13.8 All notices to be sent in respect of the Contract must be in writing and delivered by hand or sent by pre-paid first class post or other next day delivery service or commercial courier, in each case to the registered office or such changed address as shall be notified by either party to the other or email where an email address is explicitly provided for notices. A notice or other communication shall be deemed to have been received: if delivered personally, when left at registered office of either party or such address as shall be notified by either party; if sent by pre-paid first class post or other next day delivery service, at 9.00 am on the second Working 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 email, one Working Day after transmission.

13.9 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.10 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

13.11 The formation, existence, construction, performance, validity and all aspects of the Contract (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English and Welsh courts.