

# NORGREN ONLINE TERMS AND CONDITIONS OF SALE – AUSTRIA

SEPTEMBER 2024

## 1. GENERAL CONDITIONS OF SALE

### 1.1 In these Conditions:

|                                       |  |
|---------------------------------------|--|
| <b>"the Buyer"</b>                    | means any customer of the Seller to whom Products are supplied under these Conditions and who primarily acts for purposes which are within its trade, business, craft or profession and who is thus not regarded a consumer.   |
| <b>"Conditions"</b>                   | means these terms and conditions of sale, as may be updated from time to time in accordance with Clause 3  |
| <b>"Contract"</b>                     | means any contract entered into between the Seller and the Buyer for the sale and purchase of Products through the Site which shall be subject to these Conditions   |
| <b>"Credit Card Account"</b>          | means an account created by the Buyer by registering on the Site to allow the Buyer to purchase Products specifically using a credit card  |
| <b>"Despatch Confirmation"</b>        | has the meaning set out in Clause 2.4  |
| <b>"Indemnified Person"</b>           | has the meaning set out in Clause 13.5.1   |
| <b>"Intellectual Property Rights"</b> | means any and all rights in patents, copyright, moral rights, business and trade names, trade marks, design rights, know how and all other intellectual property rights and any applications for any of the foregoing which may subsist anywhere in the world and whether or not registered or registrable |
| <b>"the Products"</b>                 | means all products and associated documentation to be supplied under the Contract  |
| <b>"the Seller"</b>                   | means the Norgren group company which is listed on the Site at the time the Buyer places an order for Products   |
| <b>"Sales Tax"</b>                    | means any value added tax or any other sales tax of a similar nature   |
| <b>"Site"</b>                         | means the online store operated through the website at <a href="http://www.norgren.com">www.norgren.com</a> or such other website as may be operated by the Seller from time to time   |
| <b>"Trading Account"</b>              | means a trade account opened by the Buyer with the Seller to allow the Buyer to purchase Products from the Seller on the agreed credit terms   |

1.2 Any reference to "writing" includes e-mail and comparable means of communication and "written" shall be construed accordingly.

1.3 A reference to a "Clause" is to a clause of these Conditions.

- 1.4 All Contracts for the purchase of Products entered into by placing an order through the Site are subject to these Conditions.
- 1.5 All quotations are made and all orders are accepted subject to these Conditions. All other terms, conditions or warranties whatsoever are excluded from the Contract or any variation thereof. In particular, in no circumstances will any conditions of purchase submitted at any time by the Buyer be applied to any Contract.
- 1.6 In the case of conflict or ambiguity between these Conditions and any other documents referred to in these Conditions, the order of precedence for the contractual documents will be as follows: (i) these Conditions; and (ii) any document referred to in these Conditions including, without limitation, the acknowledgement email referred to in Clause 2.2 and the Despatch Notification referred to in Clause 2.4.
- 1.7 Unless otherwise stated therein, quotations shall be valid for a maximum period of 30 days from the date of issue and may be withdrawn at any time by written or oral notice by the Seller.
- 1.8 If any statement or representation has been made to the Buyer by the Seller or its officers, employees or agents upon which the Buyer wishes to rely, it shall only be entitled to do so if the Seller expressly confirms in writing to the Buyer that the Buyer is entitled to rely on such statement or representation.
- 1.9 The Contract is between the Seller and the Buyer as principals and neither the benefit nor the burden is assignable by the Buyer without the Seller's written consent. The Buyer hereby agrees that the Contract may be assigned, sub-contracted or otherwise disposed of by the Seller.
- 1.10 The Seller shall be entitled to cancel an order at any time by serving notice in writing on the Buyer if it does not receive, on request, satisfactory (in the Seller's sole opinion and on objective basis) credit references in relation to the Buyer. If the Seller cancels an order pursuant to this Clause 1.10, it shall have no liability whatsoever for any liabilities, losses, damages, costs or expenses whatsoever incurred, suffered or paid by the Buyer as a result of or in connection with such cancellation.
- 1.11 The Buyer confirms that the person entering into the order on its behalf has authority to bind the Buyer in respect of any Contract.

## 2. **HOW THE CONTRACT IS FORMED BETWEEN THE BUYER AND THE SELLER**

- 2.1 This Clause 2 sets out how a Contract is formed between the Buyer and the Seller for the purchase of Products.
- 2.2 The Buyer accepts these Conditions when the Buyer places an order for Products. The order shall constitute an offer by the Buyer to purchase Products. The order is acknowledged on screen and then by an acknowledgment email sent to the Buyer by the Seller.
- 2.3 Acknowledgement of the order and/or any payment made by the Buyer in accordance with Clause 8 shall not constitute acceptance by the Seller of the order and a Contract shall not be formed between the Buyer and the Seller at this stage.
- 2.4 A Contract is formed, and the Buyer's offer to purchase Products is accepted by the Seller, when the Seller sends an email to the Buyer confirming despatch of the Products ("**Despatch Email**").
- 2.5 Notwithstanding any payment made by the Buyer in accordance with Clause 8, the Seller may decline the Buyer's order at any time before a Despatch Email is sent. If the Seller declines the Buyer's order and the Seller has received payment from the Buyer, then the Seller shall refund the Buyer as soon as possible.

## 3. **OUR RIGHT TO VARY THESE CONDITIONS**

- 3.1 The Seller may revise these Conditions from time to time. Subject to Clauses 4.5 and 4.6, the Products will be delivered in accordance with the Conditions in place at the time of the Buyer placing an order for Products.

3.2 In case of any amendments during, Seller will inform Buyer accordingly. If Buyer does not object within two weeks after having received this information, it is deemed accepted by Buyer.

#### 4. **PRICES**

4.1 The prices of the Products will be as quoted on the Site from time to time. The Seller takes reasonable care to ensure that the prices of Products are correct. However, if the Seller discovers an error in the price of Product(s) ordered by the Buyer then Clause 4.6 will apply.

4.2 All prices are in such currency as quoted on the Site and are exclusive of any Sales Tax, which (if applicable) will be payable in addition thereto at the applicable rate.

4.3 Unless agreed otherwise by the Seller in writing to the Buyer, the price of a Product does not include delivery charges or any other costs that may be incurred by the Seller in making or arranging delivery to the Buyer.

4.4 The Seller shall be entitled at any time on written notice to make a reasonable adjustment to the price in the event of any alteration in quantity, design or specification requested by the Buyer.

4.5 The Seller reserves the right at any time prior to the despatch of the Products and on written notice to increase the price if there is any increase in the cost of materials, labour, transport, utilities, foreign currency fluctuation, currency regulation or alteration of duties or if the costs of the Seller are increased by any other factor beyond the reasonable control of the Seller.

4.6 If before a Despatch Email is sent the Seller discovers an error in price, the Seller will notify the Buyer and ask the Buyer to confirm if it wishes to continue with the order at the correct price or cancel the order.

4.7 The Buyer shall be liable to the Seller for any demurrage costs incurred in the event of vehicles being unduly delayed at the point of delivery.

#### 5. **DELIVERY**

5.1 Where an order is made via a Credit Card Account, delivery will be completed when the Seller delivers the Products to the billing address of the Credit Card Account or such other address as may be agreed with the Seller. The Seller reserves the right to refuse to deliver the Products to any address other than the billing address of the Credit Card Account and delivery to such other address shall be subject to the Seller's prior agreement which may be withheld at the Seller's sole discretion.

5.2 Where an order is made via a Trading Account, delivery will be completed when the Seller delivers the Products to the address for delivery provided by the Buyer.

5.3 For the avoidance of doubt, no delivery (whether made under Clause 5.1 or Clause 5.2 or as otherwise agreed by the parties in writing) can be made to addresses outside of the country in which the Seller's registered office is located.

5.4 The anticipated date for delivery shall be as set out in the order acknowledgement. All dates and periods for delivery are estimated and do not constitute fixed times for delivery by the Seller and time of delivery shall not be of the essence of the Contract nor shall the Buyer be entitled to make, or to purport to make, time for delivery of the essence of the Contract.

5.5 The date for delivery shall in every case be dependant upon prompt receipt of all necessary information and any final instructions or approvals from the Buyer.

5.6 Notwithstanding Clause 5.4, the Buyer shall be obliged to take delivery of the Products within 30 days of the Seller giving it notice that the Products are ready for delivery. Failure by the Buyer either to take delivery or to make payment in respect of any one or more instalments of Products shall entitle the Seller to terminate the Contract (such right is without prejudice to any other rights and remedies available to the Seller).

- 5.7 If no one is available at the Buyer's nominated delivery address to take delivery, the Seller will notify the Buyer of the unsuccessful delivery and may at its sole option charge the Buyer for the Products to be re-delivered.
- 5.8 Where the Buyer requests (and the Seller agrees) to postpone delivery, or where delivery is otherwise postponed without default by the Seller, the Buyer shall pay upon demand all reasonable costs and expenses including reasonable storage and transport costs. The Buyer shall pay for the Products in accordance with these Conditions as if the same had been delivered on the due date but for any postponement at the request of or due to the default of the Buyer. The Seller shall be entitled to claim interest pursuant to Clause 8.1.3(b) from the date on which payment would otherwise have fallen due if no such postponement had occurred.
- 5.9 Unless otherwise expressly agreed in writing the Seller may deliver in instalments in which case each instalment shall be treated as a separate Contract governed by these Conditions. No delay in the delivery of any instalment of Products or any defect therein shall entitle the Buyer to terminate remaining Contracts.
6. **RISK AND TITLE**
- 6.1 Risk of damage to or loss of the Products shall pass to the Buyer upon delivery and the Buyer is then solely responsible for all loss damage or deterioration to the Products.
- 6.2 Property to the Products shall not pass to the Buyer until the later of:-
- 6.2.1 the Seller receiving in cash or cleared funds all monies payable (whether or not due) to the Seller under all Contracts between the Buyer and the Seller; or
- 6.2.2 the Seller delivering the Products to the Buyer in accordance with Clause 5.1 or Clause 5.2 or as otherwise agreed by the parties in writing.
- 6.3 Until property has passed to the Buyer from the Seller under these Conditions, the Seller may recover the Products and the Seller's officers, employees, representatives or agents shall be entitled to enter upon any premises where such Products are kept, with or without vehicles, for the purpose either of recovering the same or satisfying itself that Clause 6.4 is being complied with.
- 6.4 Until property to the Products has passed to the Buyer it shall possess the Products as fiduciary agent and bailee of the Seller and shall store the Products separately from other goods and shall ensure that they are fully insured on an all risks basis and clearly identifiable as belonging to the Seller. The Buyer shall also not assign, underlet, pledge, mortgage, charge, encumber or part with possession of the Products or any interest in the Products nor create or allow to be created over the Products any lien. Notwithstanding the foregoing, if the Buyer resells the Products before property has passed to it in accordance with this Clause 6, it shall do so solely on the following conditions:-
- 6.4.1 any sale will be effected in the ordinary course of the Buyer's business at full market value and the Buyer will account to the Seller accordingly and hold out of the sale proceeds sums equivalent to the invoice value of the Products supplied by the Seller on trust for the benefit of the Seller; and
- 6.4.2 any such sale will be a sale of the Seller's property on the Buyer's own behalf and the Buyer will deal as principal when making such a sale.
- 6.5 Until property to the Products has passed to the Buyer, the Seller shall be entitled at any time to require the Buyer to deliver up the Products to the Seller, and if the Buyer fails to do so within a reasonable period of time, the Seller shall be entitled to enter upon the Buyer's premises or any third party's premises and recover and/or dispose of the Products. For the avoidance of doubt, the Buyer shall make no claim against the Seller in respect of any such entry or disposal.

**7. CANCELLATION AND AMENDMENT**

7.1 Cancellation or amendment of any Contract requires the prior approval in writing of the Seller and shall be conditional upon the Buyer indemnifying the Seller against all reasonable costs and expenses incurred by the Seller as a result of such cancellation and amendment.

7.2 Products returned to the Seller without the Seller's written consent will not be accepted for credit.

**8. TERMS OF PAYMENT**

8.1 This Clause 8.1 shall apply to orders made via a Trading Account.

8.1.1 Unless otherwise agreed by the Seller in writing payment shall be made within thirty (30) days of the last day of the month of invoice and the Seller shall be entitled to issue invoices in the month in which the Products are delivered or would have been delivered save for postponement otherwise than due to default on the part of the Seller. Time for payment of the price is of the essence of the Contract. No payment shall be deemed to have been received until the Seller has received cleared funds.

8.1.2 All payments made by the Buyer to the Seller under any Contract shall be made free of any restriction or condition and without deduction or withholding on account of any other amount and/or claim, whether by way of set-off or otherwise and whether such amount and/or claim is connected to any Contract subject to these Conditions or otherwise.

8.1.3 In the event of default in payment by the Buyer the Seller shall be entitled (without prejudice to any other right or remedy):-

(a) to suspend upon advance notice all further deliveries on any Contracts between the Seller and the Buyer; and

(b) to charge interest on a daily basis (after as well as before judgment) on any amount outstanding at the rate of 4% per annum above the base rate of the central bank in which the Seller's registered office is located from time to time together with any debt recovery costs.

8.1.4 A minimum order charge may be applicable to orders and regular issues against blanket or scheduled orders may incur a minimum charge per release.

8.1.5 The Buyer will raise any dispute relating to an invoice within ten (10) days from the date of such invoice.

8.2 Where an order is made via a Credit Card Account, the credit card will be debited when the order is placed by the Buyer. A Contract is not formed when payment is taken. A Contract is formed in accordance with Clause 2.

**9. SPECIFICATIONS**

9.1 The images of the Products on the Site are for illustrative purposes only and may not reflect the actual size, colour or technical specification of the Product.

9.2 The Seller reserves the right to make changes in dimensions or other specifications of the Products from time to time.

**10. LOSS SHORTAGES AND DAMAGE APPARENT ON DELIVERY INSPECTIONS**

10.1 The Buyer shall only be entitled to claim (and subject to Clauses 11 and 12) for shortages or defects in the Products which are apparent on visual inspection if the Buyer:-

10.1.1 inspects the Products within three (3) days following receipt;

10.1.2 notifies the Seller of any loss, shortages or damage (otherwise than by a qualified signature on the delivery note) within ten (10) days of receipt; and

- 10.1.3 demonstrates to the satisfaction of the Seller that such loss, shortages or damage occurred prior to delivery.
- 10.2 The Buyer shall have no rights in respect of loss shortages or damage unless the Seller is given a reasonable opportunity to inspect the Products and investigate any complaint before any use of or alteration to or interference with the Products.
- 10.3 On a valid complaint made in accordance with this Clause 10 the Buyer shall be entitled (in the case of notified shortages) to receive within a reasonable time a delivery of Products equivalent to the shortfall and (in the case of defects) to repairs to or replacements for the affected Products or at the Seller's option a credit for the price thereof but the Seller shall have no further liability whatsoever. If a complaint of loss shortages or damage on delivery is not made to the Seller in accordance with this Clause 10 then the Products shall be deemed to be delivered complete and undamaged in accordance with the Contract and the Buyer shall be bound to pay for the same accordingly.
- 10.4 Loss shortages or damage in a delivery or any instalment delivery shall not be a ground for termination of the Contract or the remainder of the Contract (as the case may be).
11. **WARRANTY**
- 11.1 Insofar as is permitted by law, the Seller excludes all terms and conditions that may otherwise be implied by statute, common law or otherwise. Notwithstanding this, nothing in this Clause 11 is intended to restrict the Buyer's statutory rights.
- 11.2 Subject to the following terms of this Clause 11 and in particular Clause 11.5, the Seller guarantees that the Product will be free from defects as a result of faulty design, workmanship or materials (other than free issue materials). This guarantee shall be for a period of two years from the date of delivery of the Product or the Product achieving the recommended maximum life usage for the Product whichever is the earlier. This guarantee is subject to:-
- 11.2.1 the Seller receiving written notification of the defect within the period of this guarantee;
- 11.2.2 the Product being made available to the Seller for inspection without any further use of, or alteration to, or interference with the Product;
- 11.2.3 the defect is not a loss, shortage, or damage that the Buyer should have notified to the Seller under Clause 10;
- 11.2.4 the defect is not as a result of any design specification or instruction given by the Buyer; and
- 11.2.5 the Buyer having fully complied with any instructions of the Seller concerning the use and storage of the Product.
- 11.3 On receipt of notification of a claim by the Buyer under Clause 11.2, the Seller may at its discretion repair or supply satisfactory substitute Products free of cost or repay the price of the Product(s) in whole or in part (as appropriate) within a reasonable time of the claim being made. For the avoidance of doubt the guarantee under Clause 11.2 shall not cover any deficiencies in the Products associated with normal wear and tear.
- 11.4 If the Seller does repair the Products or supply satisfactory substitute Products or effect repayment under this Clause 11, the Buyer shall be bound to accept such repaired or substituted Products, or repayment and the Seller shall be under no liability in respect of any loss or damage of whatever nature arising from the initial delivery of the defective Products or from the delay before the defective Products are repaired or the substitute Products are delivered or the repayment is effected.
- 11.5 In the case of Products not manufactured by the Seller:-
- 11.5.1 the Seller gives no assurance or guarantee that the sale or use of the Products will not infringe any third party Intellectual Property Rights; and

- 11.5.2 the obligations of the Seller relating to defects in such Products are limited to the guarantee (if any) which the Seller receives from any manufacturer or supplier of such Products.
- 11.6 The Seller shall not be liable for and the Buyer shall indemnify the Seller against all costs, claims, damages, liabilities and expenses incurred by the Seller arising from any use by the Buyer of Products after the Buyer became or ought reasonably to have been aware of a defect.

## 12. **TERMINATION**

- 12.1 Without prejudice to any other rights or remedies of the Seller it shall be entitled in any of the following circumstances to terminate (in whole or in part) the Contract and/or to suspend deliveries and/or to receive upon demand payment of all monies due and payable by the Buyer:-
- 12.1.1 the Buyer makes or proposes any voluntary arrangement or any other composition or scheme or arrangement with or assignment for the benefit of its creditors;
- 12.1.2 the Buyer becomes unable to satisfy its debts as they fall due or ceases or threatens to cease to carry on business;
- 12.1.3 the Seller reasonably believes that any of the events mentioned above or any equivalent or similar event under any relevant laws to which the Buyer or any connected person is subject has or may occur; and/or
- 12.1.4 the Buyer or any connected person commits or allows to be committed any material breach of this Contract.

## 13. **LIMITATION OF LIABILITY**

- 13.1 Notwithstanding any other provision of these Conditions, the liability of the Seller shall not be limited in any way in respect of any death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or for any other losses which cannot be excluded or limited by applicable law.
- 13.2 Subject to Clause 13.1, under no circumstances whatsoever shall the Seller be liable in contract, tort or otherwise howsoever arising for any claim, damage, loss or costs in respect of:-
- 13.2.1 any loss of profit;
- 13.2.2 loss of use of money;
- 13.2.3 loss of anticipated savings;
- 13.2.4 loss of business;
- 13.2.5 loss of opportunity;
- 13.2.6 loss of goodwill;
- 13.2.7 loss of reputation;
- 13.2.8 loss of data;
- 13.2.9 any wasted expenditure; or
- 13.2.10 any indirect or consequential loss or damage howsoever caused,

for the avoidance of doubt, the sub-clauses in this Clause 13.2 are intended by the parties to be severable.

- 13.3 Subject to Clause 13.1, the Seller's maximum aggregate liability for any and all claims made by the Buyer in relation to any Contract shall not exceed the total price paid or payable for the Products under the Contract, and the Buyer agrees to insure adequately to cover claims in excess of such amount.
- 13.4 The Buyer shall indemnify the Seller against all losses, costs, claims, damages, expenses and liabilities in respect of or arising out of any injury, loss or damage whatsoever suffered by or occasioned to any person arising out of or in connection with the supply by the Seller of the Products or any act or omission of the Buyer in its performance of its obligations under the Contract, except where any such claim or loss is a direct result of any negligent act or default of the Seller.

- 13.5 If the Products are being supplied by the Seller to the Buyer for incorporation or use at or in relation to a nuclear site or facility, the following shall apply:-
- 13.5.1 the Buyer agrees to hold harmless, indemnify and keep indemnified the Seller (for and on behalf of itself and each of its group undertakings, and their respective officers and employees) (each an "**Indemnified Person**") from and against any and all direct or indirect liabilities (which shall include without limitation loss of profit, loss of business, depletion of goodwill and like loss), losses, obligations, claims (including claims from third parties), demands, damages, penalties, expenses and fees suffered or incurred by the Seller or any other Indemnified Person, arising out of any actual or alleged nuclear damage caused by the Products or which otherwise occurs in consequence of the performance of or failure to perform the Contract, whether by the Seller, or any sub-contractors of the Buyer or Seller, and any actual or alleged nuclear damage arising in consequence of any activities from time to time carried out in relation to the Contract, whether or not resulting from the negligence (except for gross negligence) of the Seller.
- 13.5.2 the Buyer undertakes to provide and to maintain, or procure that the owner/operator of the site where the Products are to be installed provides and maintains, throughout the operational life of the site where the Products are to be installed and for ten years thereafter, insurance covering nuclear damage. Such policy will be placed with recognised international Nuclear Pools (Liability and Property) and on industry standard terms, will provide for all suppliers and sub-suppliers to be covered as additional insured parties and will include a waiver of subrogation for the benefit of the Seller. The Buyer will pay any deductible applicable to such insurance (or, as applicable, procure that the owner/operator pays such deductible). The Buyer will provide a copy of the insurance certificate to the Seller upon written request.
- 13.5.3 in this Clause 13.5 the term "liability" means any form of liability or obligation whatsoever including but not limited to liability for nuclear damage (as defined in Clause 13.5.4 below) and liability for misrepresentation, under contract, common law, equity or any statutory provision whether or not based on negligence (except for gross negligence) or breach of any express or implied duty to act with care or skill.
- 13.5.4 in this Clause 13.5, the term "nuclear damage" means injury or death to persons and damage to any property or facility and/or damage or harm to the environment, natural resources, flora and fauna (and including the property and/or facility of the Buyer and the owner/operator and the site where the Products are to be installed) arising out of or resulting from radioactive, toxic, explosive or other hazardous properties (or any combination of such properties) of any nuclear matter in connection with which the Products are directly or indirectly used, including but not limited to ionizing radiation or contamination by radioactivity from any nuclear fuels, radioactive products or any nuclear waste from the combustion of nuclear fuels coming from, originating in, or sent to, any site at which the Products are to be installed and/or used, whether or not such injury, death or damage results from the negligence of the Seller.

#### 14. **COPYRIGHT**

All drawings documents records computer software and other information supplied by the Seller whether produced by itself or a third party, are supplied on the express understanding that copyright is reserved to the Seller (or the third party) and that the Buyer will not without written consent of the Seller either give away loan exhibit or sell the same or extracts therefrom or copies thereof or use the same in any way except in connection with the Products in respect of which they are issued.

#### 15. **INTELLECTUAL PROPERTY**

- 15.1 Subject to Clause 15.3, if the Buyer is subject to a claim or threatened with any action alleging that the Products in the form supplied infringe any third party Intellectual Property Rights then provided that the Buyer promptly informs and fully co-operates with the Seller and if requested allows the Seller the conduct and defence thereof the Seller will indemnify the Buyer against any costs claims damages liabilities and expenses incurred by the Buyer as a result of such proceedings.



15.2 The Seller shall have the option at its own expense either to modify any infringing Products so that they do not infringe or to replace the Products with a non-infringing substitute or to repurchase the Products from the Buyer at the price paid by the Buyer less an allowance for the use made thereof.

15.3 The Seller shall have no liability in respect of claims for infringement of third party Intellectual Property Rights arising from the manufacture or supply of the Products to the Buyer's instructions or in accordance with designs plans or specifications given by the Buyer or as a result of any modification of a Product by or on behalf of the Buyer and the Buyer shall indemnify the Seller against all losses damages expenses costs or other liability arising from such claims.

## 16. **BUYER'S DRAWINGS**

The Buyer shall be solely responsible for ensuring that all drawings information advice and recommendations specified or given to the Seller by the Buyer or its agents servants consultants or advisers are accurate correct and suitable. Examination or consideration by the Seller of such drawings information advice or recommendations shall not result in any liability on the part of the Seller.

## 17. **FORCE MAJEURE**

17.1 The Seller shall not be liable for any failure to perform any of its obligations under the Contract for any reason whatsoever outside its reasonable control including without limitation, acts of God, strikes, riots, lock-outs or other industrial action including trade disputes (whether such dispute involves its employees or not), government acts or orders (including, without limitation, the United Kingdom's exit from the European Union), epidemics, pandemics (including, without limitation, COVID-19) or outbreak of communicable disease, quarantines, national or regional emergencies, shortage of materials or by any other act, matter or thing beyond its reasonable control.

17.2 In the event that the Seller does not perform its obligations by reason of any of the causes referred to in Clause 17.1 within six (6) months after the time for performance either party may by written notice terminate the Contract without liability save that the Buyer shall pay for any Products delivered or completed at the time of termination.

## 18. **HEALTH & SAFETY**

The Buyer agrees to comply with any information and instructions supplied by the Seller relating to the Products including but not limited to any conditions necessary to ensure that they will be safe and without risk to health at all times when they are being set, used, cleaned, serviced or maintained by any person. The Buyer shall take such steps as specified by such information or otherwise necessary to ensure that as far as is reasonably practicable the Products will be safe and without risk to health at all times.

## 19. **COMPLIANCE**

19.1 The Buyer shall be solely responsible for obtaining any and all necessary import or export licences or permits necessary for the delivery to the Buyer, and the Buyer shall be responsible for any and all customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation, exportation and/or delivery of the Products.

19.2 The Buyer agrees to comply fully, at its own expense, with all applicable import and export laws, restrictions, national security controls and regulations.

19.3 The Buyer agrees and undertakes that:-

19.3.1 it shall comply with the terms of any export licence, licence exception, or general licence granted or approved by any competent governmental authority, and that it shall not re-export or transmit any Products directly or indirectly to any person, entity or into any territory not covered by such export licence, licence exception, or general licence; and

19.3.2 (regardless of any prior export licence, licence exception or general licence), the Products will not be supplied directly or indirectly to any person or entity or into any territory which is embargoed, prohibited, debarred or otherwise the subject of sanctions from the United

Kingdom, the European Union, the United States of America or the territory where the Buyer is located.

- 19.4 The Buyer shall comply with all applicable laws including, without limitation, those related to anti-bribery, anti-money laundering, safety and environmental, export controls and trade sanctions, tax evasion, human trafficking and modern slavery in connection with the Contract and the Seller's business and shall immediately notify the Seller if it discovers or suspects that any of its officers, directors, employees or representatives are acting or have acted in a way which violates such legislation.
- 19.5 The Buyer acknowledges that the Seller has a code of responsible business (the "**IMI Way**") which is available at [www.imiplc.com](http://www.imiplc.com) and the Buyer shall at all times, conduct, and procure that its officers, directors, employees and/or representatives conduct business ethically and in accordance with the relevant provisions of the IMI Way as updated from time to time. This Clause shall apply whether or not the Buyer is acting pursuant to the Contract or its relationship with the Seller or any companies within the Seller's group of companies.
- 19.6 The Buyer agrees that it must be able to demonstrate its compliance with the requirements referred to in this Clause 19 at the request of and to the satisfaction of the Seller which includes, but is not limited to, the Seller having the right to inspect any site involved in work for the Seller. If the Buyer fails to comply with this Clause 19, the Seller shall be entitled, in its sole discretion, to terminate this Contract and any other agreements between the Buyer and the Seller without penalty to the Seller, but with obligations for the Buyer to remedy any damages suffered by the Seller as a result of such termination or breach of contract.

## 20. **GENERAL**

- 20.1 Unless agreed otherwise by the Seller in writing, these Conditions constitute the entire agreement between the Buyer and the Seller. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in these Conditions.
- 20.2 No waiver of or delay or failure by the Seller to exercise any rights or remedies shall prejudice or preclude any future or further exercise thereof.
- 20.3 If any provision of these Conditions shall be held invalid or unenforceable in whole or in part then the unaffected provision (or part of the provision, as the case may be) shall remain in full force and effect. The parties undertake to replace the invalid provision with a provision which comes closest to the intended purpose and which they would have agreed if they had been aware of the invalidity of the provision. The same shall apply mutatis mutandis to any omissions in these Conditions. Headings appear for convenience only and shall not affect the construction of these Conditions.
- 20.4 Nothing in these Conditions shall create a partnership, agency or relationship of employment between the parties.
- 20.5 Except as otherwise provided in these Conditions, a person who is not a party to a Contract shall have no right to enforce any terms of the Contract.
- 20.6 The language of the contract is English only. Translations into other languages are for the Buyer's convenience only and any translations shall be carried out at the Buyer's risk. In the event of any discrepancy between the English version and the translation, the English version shall prevail.
- 20.7 The parties agree that any disputes arising or in any way connected with the subject matter of these Conditions and any Contract (whether of a contractual or tortious nature or otherwise) shall be governed by and construed in accordance with the laws of where the Seller's registered office is located, but excluding the Vienna Convention for the International Sale of Goods, and shall submit to the exclusive jurisdiction of the courts in which, the Seller's registered office is located.