

STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. APPLICABILITY

These terms and conditions of sale (these "**Terms**") are the only terms which govern the sale of the Goods and Services (each as defined herein) by **Shaw Moisture Meters (UK) Ltd ("Supplier")** to the buyer named in an Order ("**Customer**"). Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods and Services covered hereby, the terms and conditions of such contract shall prevail to the extent they are inconsistent with these Terms.

2. DEFINITIONS AND INTERPRETATION

In these Terms:

- 2.1 Capitalised words have the meanings set out in **Section 25** unless the context otherwise requires;
- 2.2 all headings are for ease of reference only and will not affect the construction or interpretation of these Terms;
- 2.3 unless the context otherwise requires, references to the singular include the plural and vice versa and references to any gender include every gender;
- 2.4 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;
- 2.5 references to "in writing" or "written" include e-mail;
- 2.6 any reference to:
 - 2.6.1 time of day is to GMT;
 - 2.6.2 a day is to a period of 24 hours running from midnight to midnight; and
- 2.7 any obligation on a party not to do or omit to do anything includes an obligation not to allow (whether expressly or by a failure to take reasonable steps to prevent) that thing to be done or omitted to be done by any other Person.

3. CONTRACT FORMATION

- 3.1 Any quotation given by the Supplier will be valid for 30 days from and including its date and will not be deemed to constitute an offer.
- 3.2 The Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier on these Terms. A contract for the supply of Goods and/or Services by the Supplier to the Customer on these Terms will be formed when the Supplier accepts the Order by issuing an Order Acknowledgement to the Customer. The Supplier is under no obligation to accept the Order. The Customer may not cancel its Order except as set out in **Section 4.4**.
- 3.3 Subject to the Contract, these Terms are the only terms and conditions on which the Supplier will supply goods and/or services to the Customer and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
- 3.4 Delivery or commencement of the performance of the Services will be deemed conclusive evidence of the Customer's acceptance of these Terms.
- 3.5 The Supplier will be entitled, at its discretion, to deliver Goods by separate installments. The Supplier will be entitled to invoice the Price for each installment separately in accordance with **Section 7.5**. Each installment will be deemed to be a separate Contract and no cancellation or termination of any one Contract relating to an instalment will give the Customer the right to cancel or terminate any other Contract. Letters of credit should allow for delivery in instalments and terms should ensure that despatch and negotiation dates allow sufficient time for documents to be submitted before expiration.

4. DELIVERY

- 4.1 Unless otherwise specified in the Order Acknowledgement, the Goods will be Delivered EXW Incoterms 2020 at the location specified in the Order Acknowledgement (or at such other location as is mutually agreed upon by the Supplier and Customer in writing). Delivery of the Goods will be deemed to occur when the Supplier completes its delivery obligations under that Incoterm or as otherwise set out in the Order Acknowledgement. To the extent that these Terms or the Order Acknowledgement set out that the Goods will be Delivered pursuant to an Incoterm 2020, then where there is any conflict or inconsistency between Incoterms 2020 and these Terms, Incoterms 2020 will take precedence.
- 4.2 Where the Order Acknowledgement specifies that the Supplier shall arrange carriage, carriage shall be via the Supplier's nominated

carriers or forwarding agents. If Customer requires use of another carrier, a surcharge will be imposed.

- 4.3 The Supplier will use commercially reasonable efforts to Deliver the Goods on the estimated date set out in the Order Acknowledgement, but time for Delivery of the Goods will not be of the essence of the Contract. Any Delivery dates given by the Supplier are estimates only.
- 4.4 Supplier shall not be liable for any non-delivery of Goods (even if caused by Supplier's negligence) unless Customer gives written notice to Supplier of the non-delivery within 5 Business Days of the date when the Goods would in the ordinary course of events have been received. Any liability of Supplier for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered. Customer acknowledges and agrees that the foregoing remedies are Customer's exclusive remedies for any non-delivery of Goods.
- 4.5 If Delivery occurs but the Customer fails to accept delivery of, or to collect, the Goods, the Supplier will be entitled to:
 - 4.5.1 store or arrange for storage of the Goods until the Customer accepts delivery of them or they are disposed of under **Section 4.5.2** (as applicable) and to take such action as it considers necessary to attempt to re-deliver the Goods to the address specified in the Order Acknowledgement (or at such other location as is mutually agreed upon by the Supplier and Customer in writing); or
 - 4.5.2 treat the Contract as repudiated by the Customer and dispose of the Goods in any way it sees fit, including by sale to another Person. If the Supplier sells any of the Goods under this **Section 4.5.2** at a price which is less than the relevant Price plus any relevant packaging, insurance, carriage and delivery costs, the Supplier will be entitled to charge the Customer for the shortfall; and
 - 4.5.3 charge the Customer for all costs and expenses which the Supplier incurs under **Sections 4.5.1** and **4.5.2**.
- 4.6 The Customer will ensure that any Goods and/or Services that the Customer purchases or receives from the Supplier under the Contract will not be received, imported, exported, re-exported, transferred, sold or used except in compliance with (i) all Applicable Laws relating to import, export control and sanctions, as they may be amended from time to time, including without limitation those of the United States of America, the European Union, the United Kingdom, and the jurisdictions in which the Customer and the Supplier are established, conduct business or from which the Goods and/or Services may be supplied; and (ii) the requirements of any licenses, authorizations or license exceptions relating to the receipt, import, export, re-export, transfer use or sale of the Goods and/or Services.

5. INSPECTION AND ACCEPTANCE

- 5.1 The Customer will inspect the Goods on Delivery and will within 10 Business Days from and including the date of Delivery give written notice to the Supplier of any breach of the warranty in **Section 8.1** in relation to those Goods which is or should be identifiable upon reasonable inspection.
- 5.2 If the Customer does not give notice to the Supplier under **Section 5.1** in respect of the Goods, the Customer will be deemed to have irrevocably accepted the Goods on the expiration of the 10 Business Day period from and including the date of Delivery on an "**as is, where is, with all faults**" basis.

6. PASSING OF RISK AND TITLE

- 6.1 Title and risk of loss shall pass to Customer upon Delivery.

7. PRICE AND PAYMENT

- 7.1 The Customer will pay the Prices and Charges to the Supplier in accordance with this **Section 7**.
- 7.2 Depending on the method of Delivery and where set out in the Order Acknowledgement, the Prices and Charges may be exclusive of packaging, insurance, carriage and delivery costs and Expenses and, in such case, these may be payable by the Customer in addition to the Prices and Charges.
- 7.3 Any sum payable under the Contract is exclusive of applicable taxes, duties, fees and levies (imposed from time to time by any Governmental Authority) which will be payable in addition to that sum in the manner and at the rate prescribed by Applicable Law from time to time.
- 7.4 To the fullest extent permitted by Applicable Law, the Supplier will be entitled to vary the Prices and/or Charges at any time prior to Delivery or performance by giving written notice to the Customer to reflect any variation in the cost of supplying the Goods and/or Services which arises as a consequence of: (i) any change in Applicable Law; (ii) any variation in the Customer's requirements for the Goods and/or Services; (iii) any information provided by the Customer being inaccurate or incomplete; (iv) any failure or delay by the Customer in

providing information; or (v) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, utilities, haulage or other manufacturing or delivery costs).

- 7.5 Unless otherwise notified to the Customer by the Supplier, the Supplier will invoice the Customer for the Prices for the Goods and any packaging, insurance, carriage and delivery costs payable by the Customer in addition to the Prices and the Charges and any Expenses payable by the Customer in addition to the Charges in advance.
- 7.6 In the event that credit terms are granted, each invoice will be payable by the Customer within 30 days after the end of the month in which the Supplier's invoice is submitted. All payments will be made GBP (or such other currency as may be stated on the Supplier's invoice, in the Supplier's sole discretion) in available cleared funds by electronic transfer to such bank account as the Supplier may designate from time to time.
- 7.7 Notwithstanding any purported contrary application by the Customer, the Supplier will be entitled, by giving written notice to the Customer, to apply any payment by the Customer to any invoice issued by the Supplier.
- 7.8 If any sum payable under the Contract is not paid on or before the due date for payment, without prejudice to any other rights or remedies available to the Supplier pursuant to these Terms, the Supplier will be entitled to charge the Customer interest on that sum at the lesser of (a) 4% per annum above the Bank of England base rate, then in effect or (b) the maximum rate allowed by Applicable Law, in each case from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis.
- 7.9 If the Customer fails to make any payment due to the Supplier under the Contract or any other contract between the Customer and the Supplier within 10 Business Days after the due date, without prejudice to any other rights or remedies available to the Supplier pursuant to these Terms or the Contract and without any breach hereunder or thereunder by the Supplier, the Supplier will be entitled to withhold further deliveries of goods and to suspend or terminate provision of the services until that payment has been made (whether the Goods/Services under the Contract or whether the goods/services under any other contract).
- 7.10 If the Customer suffers an Insolvency Event all invoices issued by the Supplier will immediately become due and payable to the extent permitted by Applicable Law.
- 7.11 Except as otherwise expressly provided in these Terms or required by Applicable Law, all payments to be made by the Customer to the Supplier under the Contract will be made in full and without any set-off or any deduction or withholding including on account of any counterclaim.
- 7.12 Following the expiration or termination of the Contract:
- 7.12.1 the Supplier will be entitled to invoice all Prices and Charges and any packaging, insurance, carriage and delivery costs and Expenses incurred which have not yet been invoiced; and
- 7.12.2 all outstanding invoices (including any additional invoices issued under **Section 7.12.1**) will become immediately due and payable by the Customer.

8. GOODS WARRANTY

- 8.1 The Supplier warrants to the Customer that for a period of 24 months from delivery ("**Warranty Period**") the Goods will, subject to **Section 5.1**, conform to the Specification in all material respects.
- 8.2 If, at any time during the Warranty Period, the Customer becomes aware of a breach of the warranty in **Section 8.1**, the Customer will:
- 8.2.1 give written notice of the breach to the Supplier, such notice to be given within 5 days after the Customer becomes aware of the breach and prior to the expiration of the Warranty Period;
- 8.2.2 at the Supplier's option either return to the Supplier (at the Customer's cost) the relevant Goods or permit the Supplier or its agent or subcontractor to inspect the relevant Goods at the Customer's premises; and
- 8.2.3 provide to the Supplier all information and assistance which the Supplier may reasonably require to investigate the alleged breach.
- 8.3 Subject to **Section 10.4**, the Supplier's sole liability for breach of the warranty in **Section 8.1**, and the Customer's exclusive remedy, will be, at the Supplier's option, to repair or replace the relevant goods or to receive a refund with respect to price of such goods.
- 8.4 The Customer shall not be entitled to equitable or injunction relief for a breach of **Section 8.3** (i.e., the only remedy for breach of the obligation

in **Section 8.3** will be in damages (which are further limited by these Terms and the Contract)).

- 8.5 Subject to **Section 10.4**, the Supplier will not have any Liability for a breach of the warranty in **Section 8.1** if:
- 8.5.1 the Customer does not comply with its obligations in **Section 8.2** in respect of the breach;
- 8.5.2 notice of the breach should have been but was not given to the Supplier under **Section 5.1**;
- 8.5.3 the relevant defect was caused by damage in transit after Delivery;
- 8.5.4 the relevant defect was caused by reasonable wear and tear;
- 8.5.5 the relevant defect was caused or exacerbated by improper use, handling, alteration, installation, repair, maintenance, storage or failure to comply with instructions provided by the Supplier or the manufacturer; or
- 8.5.6 the Customer makes further use of the relevant Goods after discovering the relevant breach.

The warranty under **Section 8.1** will apply to any Goods which are repaired or replaced under **Section 8.3** for the remainder of the original Warranty Period.

- 8.6 With the exception of the Specification, all samples, drawings, descriptive and illustrative matter and advertising issued or published by the Supplier (or the manufacturer of the Goods) are for the sole purpose of giving an approximate idea of the relevant Goods and shall not constitute warranties with respect to the Goods.
- 8.7 Subject to **Section 10.4**, the express warranties set forth in **Section 8.1** are the only warranties furnished by Supplier in respect of the sale of the goods, and all other warranties, conditions and other terms implied by applicable law are excluded from the contract including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

9. SERVICES WARRANTY

- 9.1 The Supplier warrants to the Customer that it will provide the Services with reasonable care and skill. The Supplier will use reasonable efforts to provide the Services on the estimated performance date set out in the Order Acknowledgement, but time for provision of the Services will not be of the essence of the Contract. Any performance dates given by the Supplier are estimates only.
- 9.2 If, within 90 days following completion of the Services ("**Services Warranty Period**"), the Customer becomes aware of a breach of the warranty in **Section 9.1**, the Customer will:
- 9.2.1 give written notice of the breach to the Supplier, such notice to be given within 5 days after the Customer becomes aware of the breach and prior to the expiration of the Services Warranty Period; and
- 9.2.2 provide to the Supplier all information and assistance which the Supplier may reasonably require to investigate the alleged breach.
- 9.3 Subject to **Section 10.4**, the Supplier's sole liability for breach of the warranty in **Section 9.1**, and the Customer's exclusive remedy, will be, at the Supplier's option, to reperform the relevant services or to receive a refund with respect to charges for such services.
- 9.4 The Customer shall not be entitled to equitable or injunction relief for a breach of **Section 9.3** (i.e., the only remedy for breach of the obligation in **Section 9.3** will be in damages (which are further limited by these Terms and the Contract)).
- 9.5 Subject to **Section 10.4**, the Supplier will not have any Liability for a breach of the warranty in **Section 9.1** if the Customer does not comply with its obligations in **Section 9.2** in respect of the breach.
- The warranty under **Section 9.1** will apply to any Goods which are repaired or replaced under **Section 9.3** for the remainder of the original Warranty Period.
- 9.6 Subject to **Section 10.4**, the express warranties set forth in **Section 9.1** are the only warranties furnished by the Supplier in respect of the services, and all other warranties, conditions and other terms implied by applicable law are excluded from the contract including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

10. EXCLUSIONS AND LIMITATIONS OF LIABILITY

- 10.1 Subject to **Section 10.4**, the Supplier's entire Liability for any non-delivery of Goods or failure to deliver the Goods in accordance with the timescales set out or referred to in the Contract will be as set out in **Section 4.4** and the Supplier will have no other Liability for any such non-delivery or failure to deliver. Such Liability will be subject to

Section 10.2 and will be taken into account in calculating whether the financial limit in **Section 10.2** has been reached.

- 10.2 Subject to **Section 10.4**, the Supplier's maximum aggregate Liability will be limited to a sum that is equal to 100% of the Price payable under the Contract.
- 10.3 The Supplier will have no Liability to the Customer for any:
- 10.3.1 loss of profit (whether direct, indirect or consequential);
 - 10.3.2 loss of use, loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);
 - 10.3.3 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);
 - 10.3.4 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
 - 10.3.5 loss of bargain (whether direct, indirect or consequential);
 - 10.3.6 liability of the Customer to third parties (whether direct, indirect or consequential);
 - 10.3.7 loss of use or value of any data or software (whether direct, indirect or consequential);
 - 10.3.8 wasted management, operational or other time (whether direct, indirect or consequential);
 - 10.3.9 loss or damage arising out of any failure by the Customer to keep full and up to date security copies of any computer program and data held or used by or on behalf of the Customer (whether direct, indirect or consequential); or
 - 10.3.10 other indirect, consequential or special loss;
- subject always to **Section 10.4**.
- 10.4 Nothing in the Contract will operate to exclude or restrict one party's Liability (if any) to the other:
- 10.4.1 for death or personal injury resulting from its negligence;
 - 10.4.2 for its fraud or fraudulent misrepresentation; or
 - 10.4.3 for any matter for which it is not permitted by Applicable Law to exclude or limit, or to attempt to exclude or limit, its liability.
- 10.5 Nothing in this **Section 10** will prevent or restrict the right of a party to seek injunctive relief or specific performance or other discretionary remedies of the court.
- 10.6 The exclusions from, and limitations of, liability set out in this **Section 10** will be considered severally. The invalidity or unenforceability of any one sub-clause or clause will not affect the validity or enforceability of any other sub-clause or clause and will be considered severable from each other.

11. INTELLECTUAL PROPERTY

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

12. CUSTOMER OBLIGATIONS

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

- 12.2 Notwithstanding any other term of the Contract, the Supplier will not be in breach of the Contract to the extent its failure to perform or delay or defect in performance of its obligations under the Contract arises as a result of:
- 12.2.1 any breach by the Customer of its obligations contained in the Contract;
 - 12.2.2 the Supplier relying on any incomplete or inaccurate data provided by a third party; or
 - 12.2.3 the Supplier complying with any instruction or request by the Customer or one of its employees.

13. TERMINATION

- 13.1 If a party:
- 13.1.1 commits a material breach of the Contract which cannot be remedied; or
 - 13.1.2 commits a material breach of the Contract which can be remedied but fails to remedy that breach within 30 days of a written notice setting out the breach and requiring it to be remedied being given by the other party,
 - 13.1.3 suffers an Insolvency Event,
- the other party may terminate the Contract immediately by giving written notice to that effect to the party in breach provided that the notice to terminate is given within 30 days from the date of the material breach occurring or the terminating party becoming aware of it, whichever is the later.
- 13.2 A material breach can be remedied if the party in breach can comply with the relevant obligation in all respects other than as to time of performance unless time of performance of such obligation is of the essence.
- 13.3 **Section 13.1** will not apply to any failure by the Customer to make any payment due to the Supplier under the Contract on or before the due date. **Section 13.4** will apply instead to any such failure.
- 13.4 If the Customer fails to make any payment due under the Contract on or before the due date, the Supplier may terminate the Contract immediately by giving written notice to that effect to the Customer provided the Supplier has given to the Customer written notice of the failure to make payment and the Customer has still failed to make payment within 7 days of that written notice.
- 13.5 To the extent permitted by Applicable Law, the Supplier may terminate the Contract immediately by giving written notice to that effect to the Customer if the Customer suffers an Insolvency Event.
- 13.6 The Supplier may terminate the Contract immediately by giving written notice to the Customer if: (i) the Supplier has reasonable cause to believe that the continued performance of the Contract is or would be in breach of any Applicable Law relating to sanctions or exports imposed or re-imposed by a relevant Governmental Authority; or (ii) the Supplier has reasonable cause to believe that the Customer has breached or is likely to breach **Section 4.6**.
- 13.7 Following the expiration or termination of the Contract:
- 13.7.1 **Sections 2, 4.5, 6, 7, 8, 9, 10, 13.7, 13.8, 15, 22, 23** and **24** will continue in force, together with any other Sections which expressly or impliedly continue to have effect after the expiration or termination of the Contract; and
 - 13.7.2 all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiration or termination.
- 13.8 Within 30 days after the date of expiration or termination of the Contract, on request by the other party, each party will return to the other party or destroy the other party's Confidential Information.

14. FORCE MAJEURE

- 14.1 The Supplier will not be in breach of the Contract or otherwise liable to the Customer for any failure to perform or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event.
- 14.2 If a Force Majeure Event occurs:
- 14.2.1 the Supplier will as soon as reasonably practicable after becoming aware of the Force Majeure Event give written notice to the Customer that the Force Majeure Event has occurred; and
 - 14.2.2 subject to **Section 14.3**, the Supplier will not be in breach of the Contract or otherwise liable to the Customer for any failure to perform or delay in performing its obligations under the Contract to the extent that this is due to a Force Majeure Event affecting the Supplier.

- 14.3 If the Supplier is affected by a Force Majeure Event the Customer will continue to pay the Supplier's invoices in accordance with **Section 7.6** in respect of any Goods and/or Services which the Supplier continues to supply notwithstanding the occurrence of the Force Majeure Event.
- 14.4 If a Force Majeure Event which gives rise to relief from liability under **Section 14.1** continues for a period of more than 60 days, either party will be entitled to terminate the Contract immediately by giving written notice to that effect to the other party.

15. CONFIDENTIALITY

- 15.1 Each party undertakes that it shall not at any time disclose to any Person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the Group to which the other party belongs ("**Confidential Information**") except as permitted by **Section 15.2**.
- 15.2 Each party may disclose the other party's Confidential Information:
- 15.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this **Section 15**; and
- 15.2.2 as may be required by Applicable Law, a court of competent jurisdiction or any Governmental Authority.
- 15.3 Neither party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

16. DATA PROTECTION

Each party will comply with all Applicable Laws related to data protection.

17. TRADE RESTRICTIONS

- 17.1 The Customer hereby acknowledges and agrees that the supply of the Goods and/or Services may be subject to Trade Restrictions.
- 17.2 The Supplier reserves the right to carry out screening and background checks on the Customer prior to the supply of the Goods and/or Services and at any time during the performance of the Contract. The Customer shall provide all assistance to the Supplier that the Supplier reasonably requires in relation to such checks.
- 17.3 The Customer is solely responsible for complying with and shall not do anything which would cause the Supplier to be in breach of, Trade Restrictions. In particular, the Customer warrants and represents that it:
- 17.3.1 is not, and is not owned or controlled by a Sanctioned Party;
- 17.3.2 will not use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the Goods and/or Services, directly or indirectly, to: (i) any country, territory, or destination with which the Supplier, as a matter of policy, does not conduct business (including but without limitation to Iran, Syria, Sudan, Cuba, Crimea & Sevastopol, North Korea and Russia, and any other territory subject to comprehensive Trade Restrictions from time to time); (ii) any other territory to which the supply of the Goods and/or Services would be restricted or prohibited under Trade Restrictions (subject to the Customer obtaining any and all licenses and/or approvals required to make such a supply); or (iii) any Sanctioned Party (or any party owned or controlled by a Sanctioned Party);
- 17.3.3 will obtain and maintain any required export license or other approval of any Governmental Authority and complete such formalities as may be required under Trade Restrictions in order to use, sell, resell, export, re-export, transfer, distribute, dispose of, disclose or otherwise deal with the Goods and/or Services; and
- 17.3.4 will not put the Goods and/or Services, in their entirety or in part, to any use in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or the development, production, maintenance or storage of missiles capable of delivering such weapons or to any military end-use in violation of any applicable embargo (including, but not limited to, embargoes maintained by the US, EU, UK, OSCE and/or UN). In addition, the Customer shall not sell, resell, supply, export, re-export, transfer, divert, distribute or dispose of the Goods and/or Services to any third party where the Customer knows or has grounds for suspecting that the Goods and/or

Services are or may be intended for one of the uses specified in this Section.

- 17.4 In addition to any other remedy available to the Supplier, the Customer will indemnify, keep indemnified and hold harmless (on a full indemnity basis) the Supplier and its affiliates, officers, employees, agents and subcontractors ("**Supplier Indemnified Parties**") against all direct or indirect liabilities, claims, demands, damages, losses or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties suffered or incurred by Supplier Indemnified Parties, or any one of them, as a result of any breach of the Customer's obligations in this **Section 17**. This indemnity will not apply to any fine levied on the Supplier as a result of the Supplier's wilful misconduct.
- 17.5 The Supplier shall not be obliged to perform any obligation under the Contract and shall have the right to terminate the Contract, without being liable for any damages or costs of any kind, if in its sole discretion it reasonably believes that such performance in full or in part would place it in violation of any Trade Restrictions (including, for the avoidance of doubt, if such violation would be the result of any delay to, or refusal of, the grant of any license required under Trade Restrictions).
- 17.6 Nothing in this **Section 17** shall require either party to act in any way contrary to any Applicable Law regarding blocking or antiboycott with jurisdiction over such party's operations.

18. ANTI-SLAVERY

The Customer shall comply with all Applicable Laws regarding anti-slavery and human trafficking from time to time in force.

19. ANTI-BRIBERY

- 19.1 Each party will comply with all Applicable Laws relating to anti-bribery and anti-corruption including, but not limited to:
- 19.1.1 Applicable Laws in the territories in which it operates;
- 19.1.2 the US Foreign Corrupt Practices Act 1977; and
- 19.1.3 the UN Convention Against Corruption;
- 19.1.4 comply with the Supplier Group's Code of Conduct relating to bribery and corruption (as amended from time to time) found at www.halma.com.
- 19.2 The Customer shall (and shall cause its Associated Persons and Customer Affiliates to):
- 19.2.1 not, directly or indirectly, make any offer, payment, promise to pay, or authorize the giving of any monies or financial or other advantage to any Person: (i) for the purpose of inducing or rewarding that Person (or any other Person) to perform their role or function improperly; (ii) for the purpose of influencing a public official in relation to any decision, act or other performance (including failure to perform) of their official role or function, with the intention of obtaining or retaining business or a business advantage; or (iii) that is otherwise for the purpose of improperly obtaining or retaining business or a business advantage of any kind;
- 19.2.2 not, directly or indirectly, request, agree to receive, or accept, any monies or financial or other advantage in return or as a reward for performing their role or function improperly;
- 19.2.3 not, directly or indirectly, engage in any other activity, practice or conduct which would constitute a violation under any other Applicable Laws relating to anti-corruption or anti-bribery, or that would place the Supplier in breach of such Applicable Laws; and
- 19.2.4 have, maintain in place and enforce throughout the term of any Contract its own policies and procedures, including but not limited to adequate procedures to ensure compliance with any Applicable Laws related to anti-bribery and the requirements of this **Section 19**.

20. TAX

- 20.1 The Customer shall (and shall procure that its Associated Persons shall) comply with all Applicable Laws related to taxation and shall not commit a violation consisting of the evasion of tax, or the facilitation of tax evasion by another Person.
- 20.2 The Supplier may terminate the Contract immediately upon written notice to the Customer where it reasonably believes that the Customer has breached **Section 20.1**, and, in addition to any other remedy available to the Supplier, the Customer shall indemnify the Supplier Indemnified Parties, from all damages, penalties, fines and/or costs of any kind arising from, or relating to, any breach of **Section 20.1**.

21. ASSIGNMENT AND SUB-CONTRACTING

- 21.1 The Supplier will be entitled to assign, transfer, charge, hold on trust for any Person and deal in any other manner with any of its rights under the Contract.
- 21.2 The Customer will not be entitled to assign, transfer, charge, hold in trust for any Person or deal in any other manner with any of its rights under the Contract without the Supplier's prior written consent.
- 21.3 The Supplier will be entitled to sub-contract any of its obligations under the Contract.
- 21.4 The Customer will not be entitled to sub-contract any of its obligations under the Contract without the Supplier's prior written consent.

22. NOTICE

- 22.1 Any notice given under or in connection with the Contract will be in the English language and will be delivered by:
- 22.1.1 personal delivery (with written confirmation of receipt); or
- 22.1.2 nationally recognized overnight courier (with all fees pre-paid); or
- 22.1.3 e-mail to that party's e-mail address (with confirmation of transmission); or
- 22.1.4 certified or registered mail (in each case, return receipt requested, postage prepaid).
- 22.2 Any notice given in accordance with **Section 22.1** will be deemed to have been served if given:
- 22.2.1 as set out in **Section 22.1.1**, upon delivery;
- 22.2.2 as set out in **Section 22.1.2**, when received by the addressee;
- 22.2.3 as set out in **Section 22.1.3**, on the date sent if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; and
- 22.2.4 as set out in **Section 22.1.4**, at 9.00 a.m. on the fifth Business Day after the date of posting.

23. GENERAL

- 23.1 The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter.
- 23.2 A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.
- 23.3 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.
- 23.4 No variation to the Contract will be effective unless it is in writing and signed by a duly authorized representative on behalf of the Supplier.
- 23.5 Nothing in the Contract and no action taken by the parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.
- 23.6 Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other Person.
- 23.7 Each Supplier Indemnified Party is an intended third-party beneficiary of **Section 10** hereof.
- 23.8 The parties may vary or rescind the Contract without the consent of the Supplier's employees, agents or sub-contractors.
- 23.9 Except as provided in **Section 23.7**, nothing herein shall be construed as creating or giving rise to any rights in any third parties or any Persons other than the parties hereto.
- 23.10 The Supplier's rights and remedies set out in these Terms are in addition to and not exclusive of any rights and remedies provided by Applicable Law.

24. GOVERNING LAW AND JURISDICTION

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

Section 25 - DEFINITIONS

The following words and expressions have the following meanings unless the context requires otherwise:

"Applicable Law" means any: (a) law including any statute, statutory instrument, bylaw, order, regulation, directive, treaty, decree, decision of a Governmental Authority; and/or (b) legally binding rule, policy, guidance or recommendation issued by any Governmental Authority, in each case in force from time to time which relates to the Contract and/or the Goods and/or the Services.

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

"Business Day" means a day other than a Saturday, Sunday, or other day on which commercial banks in England are authorized or required by law to close.

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

"Contract" means the contract between the Supplier and the Customer for the supply of the Goods and/or Services formed in accordance with **Section 3**.

"Control" in relation to a Person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise and **"Controlled"** will be construed accordingly.

"Customer Affiliate" means any Persons that Control, are Controlled by or are under common Control with Customer from time to time.

"Delivery" means delivery or making available (if that is the case depending on the delivery term set forth in the Order) of the Goods in accordance with **Section 4.1** and "Deliver" and "Delivered" shall be interpreted accordingly.

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

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

"Goods" means the goods set out in the Order.

"Governmental Authority" means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal, or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, government (including any supra-national bodies such as the European Union or the European Central Bank).

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

"Insolvency Event" means the occurrence of any of the following events in relation to a party: (a) such party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (b) such party files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) such party seeks reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts; (d) such makes or seeks to make a general assignment for the benefit of its creditors; or (e) such applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

"Intellectual Property Rights" means all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in know-how, registered trademarks, registered designs, models, unregistered design rights, unregistered trademarks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in

each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions.

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

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

"Order Acknowledgement" means the Supplier's written acceptance of the Order.

"Person" means any individual, corporation, limited liability company, trust, joint venture, association, company, limited or general partnership, unincorporated organisation, Governmental Authority or other entity.

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

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

"Services" means the services set out in the Order.

"Specification" means the written technical specification for the Goods.

"Trade Restrictions" means any Applicable Laws related to export controls, trade or economic sanctions, embargoes or similar laws, regulations, rules, licenses, orders or requirements including, without limitation those of the UN, UK, US and the EU.