

These Terms and Conditions will apply to the provision of all Goods by us, Kleemann Lifts UK Limited, a company registered in England under number 07574407, whose registered office address is at Unit 8, Arena 14, Charbridge Lane, Bicester, Oxfordshire, OX26 45S, hereinafter called "the Supplied" by

Definitions and InterpretationIn these Terms and Conditions, unless the context otherwise requires, the following expressions have the

Definitions and interpretation
In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"The Supplier" means Kleemann Lifts UK Limited;

"The Purchaser" means the individual, firm or corporate body purchasing the Goods. Where an individual is entering into this Contract on behalf of that business and the business will be the Purchaser in the context of this Contract on behalf of that business and the business will be the Purchaser in the context of this Contract in writing in our Order Acknowledgement which contains the entire agreement between the parties hereto

"Goods" means the lift equipment supplied by us;

"Proposal" means our proposal to supply the Goods, which unless otherwise stated, remains open for acceptance for a period of 30 days;

"Purchase Order" means the Purchaser's Purchase Order for the Goods;

"Order Acknowledgement" our subsequent written confirmation of the Contract terms and conditions er-back to the Purchaser and subject always to clause 2.3 of these terms and conditions.

"Beneficial Use" means a lift that is capable of being used as intended but may have a variety of defects and require further works before the lift is placed into normal service.

Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.1.1 "ex", "us", "ourselves" and "our" is a reference to The Supplier;

1.1.2 "writing" and "written" includes emails and similar communications;

1.3 a statute or a provision of a statute is a reference to that statute or provision as amended or reenacted at the relevant time;

- enacted at the relevant time; "these Terms and Conditions" is a reference to these Terms and Conditions as may be amended or
- supplemented, by agreement in writing and confirmed in our Order Acknowledgement; a clause is a reference to a clause of these Terms and Conditions; a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- The headings used in these Terms and Conditions are for convenience only and will have no effect upon their interpretation.
- 1.2 1.3
- Interpretation. Words imparting the singular number shall include the plural and vice versa. References to persons shall include corporations.

- The Contract

 We will provide the Purchaser with a written Proposal for our Goods. The acceptance of our Proposal, electronically or otherwise, is by the placing of a Purchase Order, which shall be acknowledged by us in our Order Acknowledgement. This shall then create a legally binding Contract between the Purchaser and us, and includes the acceptance of these Terms and Conditions and any special conditions agreed and confirmed in writing in our Order Acknowledgement.

 The Purchaser is responsible for the accuracy of any information the Purchaser submit to us and for ensuring that our Proposal reflects the Purchaser's requirements. Our Proposal is based on the information provided to us at the time we prepare it. If any errors or discrepancies become evident, we reserve the right to make adjustments to it, both technically and in relation to price and/or delivery schedule.

 Any timescales we provide are a guideline only and are not of the essence of the Contract. If we have agreed any specific timescales, we will confirm this in writing, and we will use all reasonable endeavours to meet such timescales.
- 2.3

The Goods

- Once we have received your Purchase Order and have submitted our Order Acknowledgement and received
- 3.2
- Once we have received your Purchase Order and have submitted our Order Acknowledgement and received any payments requested, we will proceed to manufacture. It is the Purchaser's responsibility to check for mistakes, at this stage and we accept no responsibility for the same.

 Any such designs or specifications remain our property, and the Purchaser will not be able to use such, until we have received payment for the Goods in full, at which point we shall grant the Purchaser a licence to use the design for the sole purpose for which it was created. The Purchaser will not be entitled to otherwise use, alter, adapt or reproduce the designs or specifications without our written permission.

 No order which has been accepted may be cancelled by the Purchaser except with our agreement in writing on the terms that the Purchaser in indemnify us in full against all loss (including loss of profit), costs (including all labour and materials used), restocking, charges and expenses incurred by us as a result. It is the Purchaser's responsibility to ensure that any use, re-sale or distribution of the Goods by the Purchaser is in compliance with all instructions, commercial warranties and manuals issued by us, and any applicable statutory requirements. If the Goods are to be shipped, re-sold or distributed outside of the UK, the Purchaser shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties thereon, unless otherwise agreed.

Fees and Payment

- Fees and Payment
 We reserve the right to increase the price for Orders accepted if the cost of our Goods increases due to any factor beyond our control including, but not limited to, material costs, labour costs, storage charges, alteration of exchange rates or duties, or changes to delivery or storage charges. We will contact the Purchaser to advise of any increase in writing.
 If, at any point from the offer quotation to manufacture of the goods, the raw material costs of copper, aluminium alloy, inox alloy and steel scrap increase by an average of 10%, as determined by the London Metal Exchange(www.lme.com), the Supplier reserves the right to unilaterally increase, and the Purchaser agrees to pay in full, the price thereof. The above provision will not apply as long as a) the Purchaser fully pays the value of the order within five (5) banking days since the order confirmation and b) delivery takes place no later than eight (8) weeks after payment or within the delivery time indicated by the Supplier if delivery is not feasible within 8 weeks.

 If, at any point from order confirmation to dispatch of the goods, the transportation costs increase by more than 20% of the price shown in the order confirmation document, the Supplier reserves the right to charge, and the Purchaser agrees to pay in full, the total increased price thereof.

 The Purchaser agrees to pay the fees as detailed in our Order Acknowledgement in accordance with these terms of payment.

- terms of payment

 The Purchaser will pay for any additional Goods provided by us that are not specified in the Contract if so requested in writing by the Purchaser. These additional Goods will be charged in accordance with our current, applicable rate in effect at the time of performance, or such other rate as may be agreed.

- All invoices are payable in accordance with the payment terms as agreed in our Order Acknowledgement and in the currency stated by bank transfer, without any set-off, withholding or deduction. The Purchaser shall only be entitled to refuse performance, if the claim is undisputed by us or if the right has been ascertained subject to a final and absolute judgment or if we have violated material obligations under the
- 46
- contract.

 All sums payable under the Contract are exclusive of VAT at the current rate, for which that Party shall be additionally liable. Any amendment to the standard VAT rate will be notified in writing and subsequent payments adjusted accordingly. The time of payment shall be of the essence. If the Purchaser fails to make any payment on the due date then we shall, without prejudice to any right which we may have pursuant to any statutory provision in force from time to time, have the right to suspend provision of the Goods, suspend any permissions granded, where applicable, and charge the Purchaser interest at a daily rate of a minimum of 8% per annum above the Bank of England base rate from time to time in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgment.

Delivery All deliveries are ex-works.

- When we confirm acceptance of the Purchaser's order, we will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the manufacturing of the Goods, provision of products and components in time by our sub-suppliers and any other circumstances beyond our control.
- 5.3
- and components in urine by our sub-suppliers and any other circumstances beyond our control. We do not bear liability if the Goods of the order cannot be shipped due to liability of any party other than ourselves (e.g. logistics, customs, transportation companies, brokers etc.) Time for delivery shall not be of the essence of the Contract. We shall observe, subject to the provision of the order, that all technical and commercial issues have been clarified between the two parties to this Contract. It is the Purchaser who has to satisfy itself of all of its obligations such as the provision of necessary certificates or licenses issued by public authorities. If this is not the case, the terms of delivery shall be subject to corresponding delay without the obligations of a prior notice from us to the Purchaser
- the case, the terms of delivery shall be subject to corresponding delay without the obligation of a prior notice from us to the Purchaser The terms of delivery shall be deemed to have been observed by us if the Goods have left our facilities or if notice of shipment has been given by us to the Purchaser. If delivery of the Goods has to be taken by the Purchaser, the date of delivery shall be the decisive date, unless the Purchaser refuses to take delivery, provided the refusal is justified, as judged by us. In case of unjustified refusal on behalf of the Purchaser to take delivery, the date of notification of the readiness to perform delivery shall be the decisive date. If non-observance of the terms of delivery is due to force majeure events, then clause 22 shall apply. If the Purchaser has not taken out insurance, we shall be entitled to take out insurance against loss or damage of the Goods, at the Purchaser's expense.

Storage of Goods due to delays by the Purchaser before Shipping

The Goods are manufactured as to be complete and ready for shipping to achieve the shipping date as advised in our Order Acknowledgement. If the Purchaser's lift installation date is delayed, pending receipt of the Purchaser's revised shipping date, any additional costs incurred or to be incurred by us for the storage, transport, re-routing, re-delivery, shipping and any other costs associated with the placing of the Goods into storage due to the Purchasers delay shall be charged to the Purchaser and shall be payable immediately and before the Goods can be re-shipped. Specifically as to storage fees, the Goods can be routed in Supplier's warehouse facilities without cost for the Purchaser for a period of two (2) weeks from the originally designated dispatch date from the supplier's factory whereas for each of the following two (2) weeks the Purchaser will be charged with a fee equal to the amount of sixty euros (60 €), excluding VAT, per complete elevator system and for each following week henceforth the Purchaser will be charged with a fee equal to the amount of one hundred euros (100 €), excluding VAT, per complete elevator system. Whilst in storage, risk in the Goods remains with the Purchaser as Clause 8.1. Title to the Goods whilst in storage passes back to us and will not pass back to the Purchaser until such time as all charges associated with the placing of the Goods into storage, transport, and the production of the Purchaser and the production of the Purchaser until such time as all charges associated with the placing of the Goods into storage, transport, and the production of the Purchaser until such time as all charges associated with the placing of the Goods into storage, transport, and the production of the Purchaser until such time as all charges associated with the placing of the Goods into storage, transport, and the production of the Purchaser until such time as all charges associated with the placing of the Goods into storage, transport, and the Purchaser until such time as all charges associated with the placing of the Goods into storage, transport, and the Purchaser until such time as all charges associated with the placing of the Goods into storage, transport, and the Purchaser until such time as all charges associated with the placing of the Goods into storage, transport, and the Purchaser until such time as all charges associated with the placing of the Goods into storage, transport, and the Purchaser until such time as all charges associated with the place and the Purchaser until such time as all charges associated with the place and the Purchaser until such time as all charges associated with the place and the Purchaser until such time as all charges associated with the place and the Purchaser until such time as all charges assoc re-routing, re-delivery, shipping have been paid in full.

Storage of Goods after Shipping
If the Goods are shipped to the date agreed and in transit and the Purchaser then wishes to delay delivery to site or the Goods are delivered to site but denied acceptance or rejected through no fault of our own, we shall make the necessary arrangements for the Goods to be placed into storage. All costs associated in so doing, incurred or to be incurred, such as, but not limited to, storage, transport, re-rouling, re-delivery shall be charged to the Purchaser and shall be payable immediately and before the Goods can be re-delivered. Whilst in storage, risk in the Goods remains with the Purchaser as Clause 6.1. Title to the Goods whilst in storage passes back to us and will not pass back to the Purchaser until such time as all charges associated with the placing of the Goods into storage transport, re-routing, re-delivery, shipping have been paid in full.

- Risk and Retention of Title
 Risk of damage to or loss of the Goods shall pass to the Purchaser at the time of written notification from the
 Supplier that the Goods are ready for shipment, irrespective of whether or not shipment or delivery takes place
 due to the default of the Purchaser or any other party, (e.g. logistics, customs, transportation companies,
 brokers etc.) or where the Purchaser requests that the Goods are placed into storage.
 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and
 Conditions, legal and beneficial title of the Goods shall not pass to the Purchaser until we have received in
 cleared funds navment in full of the price of the Goods.
- cleared funds payment in full of the price of the Goods. Until payment has been made to us in full in accordance with these Terms and Conditions and title in the Goods
- 8.3
- 8.4
- Until payment has been made to us in full in accordance with these Terms and Conditions and tille in the Goods as paised to the Purchaser, the Purchaser shall be in possession of the Goods as bailee for us and the Purchaser shall store them separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by us and shall insure them against all reasonable risks.

 The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain our property, but if the Purchaser do so, all money owing by the Purchaser us shall (without prejudice to any other right or remedy of ours) become immediately due and payable. We shall be entitled at any time to require the Purchaser to deliver up to us any Goods in which we retain the and, if the Purchaser fall to do so forthwith, allow our authorised representative to enter upon any premises of the Purchaser's or any third party during normal business hours where the Goods are stored and repossess the Goods. 8.5

- Purchaser's Responsibilities, Liabilities and Indemnity

 The Purchaser agrees to:
 make payments to us in accordance with clause 4;
 9.1.2 provide us with any information, advice and assistance relating to the Goods as we may reasonably require within sufficient time to enable us to perform in accordance with the Contract; and
 9.1.3 appoint a primary contact to act as the Purchaser's representative to liaise with us in connection with the Supply of Goods.
- If the Purchaser fails to meet any of the provisions of these terms and conditions, without limiting our other 9.2

 - if the Purchaser rains to meet any or are provisions of account of the Purchaser remedies, we shall be entitled:

 9.2.1 to suspend performance of the Supply of Goods until the Purchaser remedies the default;

 19.2.2 to be indemnified in full by the Purchaser for any loss, damage, costs, expenses, loss of profit or any indirect, special or consequential loss, or other claims incurred by us arising directly or indirectly from the Purchaser's breach of any of the terms herein.

Variation and Amendments

- 10.2
- Variation and Amendments
 If the Purchaser wishes to vary the Goods to be provided, they must notify us in writing as soon as possible.
 We will endeavour to make any required changes and any effect on the date of our ex-works delivery date and any additional costs incurred will be notified and invoiced to the Purchaser.
 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal regulatory requirements without notice to the Purchaser.
 If, due to circumstances beyond our control, that fall outside of clause 10.2 above, we have to make any change in the arrangements relating to the provision of the Goods, we will notify the Purchaser immediately. We will endeavour to keep such changes to a minimum and will seek to offer the Purchaser arrangements as close to the original as reasonably possible in the circumstances.

 Any agreed variation or amendment will be carried out in accordance with these Terms & Conditions and any price increase necessitated as a result will be payable in accordance with clause 4 above.
- 10.4

Defects

- Should any parts turn out to be defective we shall at our discretion either have them reworked or replaced by Should any parts turn out to be defective we shall at our discretion either have them reworked or replaced by a new item free of charge. The Purchaser shall notify us upon discovery of such defects promptly and in any case within 30 days after the Goods ex works delivery. Any parts replaced shall immediately become our property, until payment for the Goods has been received in full.

 We shall bear the costs of a defect replacement including shipment costs as well as any reasonable charges arising, only if the claim of the Purchaser is justified and accepted by us. If the defect is not substantial (i.e. not of the essence), the Purchaser shall only be entitled to request a mutually agreed reduction of the purchase price.

 The Purchaser should examine the reworked or replaced Goods without delay after delivery and state whether these are of its absolute satisfaction. It is presumed that the Goods are of the absolute satisfaction of the Purchaser if the latter does not object within a reasonable time of three days after delivery
- 11.2
- 11.3
- 11.4

- Warranty
 The warranty period for lift components and other supplied Goods (such as escalators, moving walks, parking systems, stair lifts) which are manufactured by the Supplier and/or sold shall be two (2) years from the date of dispatch from KLEEMANN's factory. If delivery of the Goods has to be taken by the Purchaser or if the Purchaser refuses to take delivery, the warranty will commence on the date of the Supplier's notification of the readiness to perform delivery.

 The Supplier does not provide any warranty in the following cases, as well as for such defects of the delivered.
- The Supplier does not provide any warranty in the following cases, as well as for such defects of the delivered Goods which occurred due to the following circumstances: Unsuitable or improper use (including possible The Supplier does not provide any warranty in the following cases, as well as for such defects of the delivered Goods which occurred due to the following circumstances: Unsuitable or improper use (including possible beneficial use of the product or use of the product for transport of persons/loads prior to the certification of the product by an accredited Certification Body or prior to handover to the final client), incorrect installation or commissioning as well as improper or inappropriate shipping, carried out by the Ordering Party or its vicarious agents, which was not carried out according to the Supplier's instructions regarding shipping. Warranty is also not provided in case of incompatibility of a product/subsystem with other manufacturers' product/subsystems, fair wear and tear, improper or negligent handling or maintenance by the ordering party or its vicarious agents, use of unsuitable operating equipment, improperly constructed installation space, installation work, that is non-compliant with the Supplier's specifications or the functional conditions (for example elevator shaft, machine come, etc.), unsuitable construction work or building estate, unauthorized access of unauthorized persons to mechanical or electronic parts of the delivered Goods, damaging, chemical, electronic or electrical influences, non-performance of all necessary testing of the safety components according to the Standards EN 81.20, 81.50, and the local regulations, as applicable from time to time unless the Supplier is responsible for these circumstances. This includes the following cases in particular:

 12.2.1 Any damages to parts of the delivered Goods due to damage, corrosion or humidity which is due to improper transport, storage, handling, assembly or use of the delivered Goods as stated in the product handbooks provided by the Supplier;

 12.2.2 Wear due to improper lift installation or the installation of mechanical or electrical lift parts by unauthorized personnel as specified in the product manuals provided by the Sup

 - 1224 Wear to car or wooden parts which are exposed to moisture or rain or extremely humid conditions or
- are installed at a range of within 300 m to the sea;

 Damages to the surface of stainless-steel doors and car panels after removing the plastic cover
- 12.3 The warranty shall also not apply if the client alters the product or has it altered by third parties without our written agreement.

 The Supplier does not provide any warranties, express or implied, of fitness for a particular purpose or compatibility with other manufacturers' products/subsystems. 12 4

Beneficial Use

- Beneficial Use
 Where the Goods are to be or are being used by the Purchaser or their Client under a separately negotiated and agreed "Beneficial Use" Agreement between the Supplier and the Purchaser ("Beneficial Use" means a lift that is capable of being used as intended but may have a variety of defects and require further works before the lift is placed into normal service), the Supplier cannot accept any liability for the Goods until such time as all of the Purchaser's obligations under the "Beneficial Use" Agreement have been fully satisfied enabling the Supplier to confirm in writing to the Purchaser that the "Beneficial Use" Agreement has come to an end. Where no separately negotiated Beneficial Use Agreement has been entered into between the Supplier and the Purchaser and the Goods are being used by the Purchaser or their client for "Beneficial Use", then the Supplier accepts no liability whatsoever for the Goods.

Termination

- We may terminate this Contract immediately without liability to the Purchaser by giving written notice:
- - For any reason at any time, by giving 14 days' notice; 14.1.1 in the event that the Purchaser has failed to pay the fees when required to do so and fails or refuses to do so following the expiry of a written notice from us requesting such payment within 7 days; or





- 14.1.2 in the event the Purchaser gives to us any false or misleading statement or making any negligent or fraudulent misrepresentation in relation to this Contract.

 The Supplier has the right to terminate this Contract immediately if the Purchaser commits a material breach of this Contract and fails to remedy that breach within 14 days of receiving notice of the breach, or if the Purchaser goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part
- 143 In the event of termination:
 - 14.3.1 all payments due under this Contract shall become due and immediately payable. In respect of any Goods provided but for which no invoice has been submitted, we shall be entitled to submit an invoice,
 - Goods provided but for Which the histories has been submitted, the state of the which shall become due and immediately payable; any and all obligations of the Purchaser which either expressly or by their nature continues beyond the termination, cancellation or expiration of this Contract, they shall survive termination on a prorata hasis
- The rights to terminate this Contract given by this clause 14 shall not affect, relieve or prejudice any right to damages or any other remedy or from any other liability whatsoever which the Purchaser has to the Supplier as set out in this Contract in respect of any breach of this Contract which existed at or before the date of 14 4

- Connectuality

 Both parties recognise that throughout the term of this contract, certain information will be shared, which may be confidential, commercially valuable, sensitive and/or personal.

 It is Purchaser's responsibility to identify and mark any such information and to notify us of the same. Such
- information will only be disseminated within our organisation in so far as we deem this to be reasonably necessary in order to fulfill our legal and contractual duties in the provision of our objections under the Contract. No such information will be shared outside the organisation, unless required by law, by any court
- order or unless so authorised by the Purchaser in writing.

 The Purchaser warrants that they will not use any confidential information provided by us other than to perform their obligations under the Contract and will not disseminate it to any third party unless required by law, by any 15.3 court order or unless so authorised by us in writing.

 The provisions of this clause 15 shall continue in force, notwithstanding the termination of the Contract for any
- 15.4

- 16.1
- Intellectual Property
 Subject to a written agreement to the contrary, we retain ownership in all intellectual property which may subsist in the provision of the Goods. Nothing in the Contract will vest any ownership rights in the Purchaser. Provided payment is made in accordance with the terms of payment above, we will grant the Purchaser a non-exclusive, non-transferrable licence to use the intellectual property the subject of the Contract, only for the purposes for which we are engaged by the Purchaser. The licence will become effective only once the final documentation has been provided and once we have received all payments under the Contract in full. The Purchaser may not sub-licence these intellectual property rights without our prior written permission. The licence will apply only to the final documentation and will not extend to any draft concepts, equations, notes or other material viewed by the Purchaser. These cannot be used without our express permission. We reserve the right to reuse the documentation at our discretion.

 We reserve the right to take such actions as may be appropriate to restrain or prevent infringement of our intellectual property rights. 16.2

- 16.5 ntellectual property rights.
- 16.6
- intellectual property rights.

 Any licence granted shall be automatically revoked if the Purchaser is in breach any of these terms and conditions or if the Contract is terminated in accordance with clause 14.

 The Purchaser warrant that any document or instruction furnished or given by the Purchaser will not cause us to infringe any letter patent, registered design or trade mark in the execution of our obligations hereunder and will indemnify us against all loss, damages, costs and expenses awarded against or incurred by us in settlement of any claim for infringement of any patent, copyright, design, licence, trademark or any intellectual property rights which results from our use of the Purchaser's information. 16.7

17. Use of Software

Use of Software If the scope of delivery of the Goods comprises of software, the Purchaser shall be granted a non-exclusive right to use the supplied software including its documentation. It is delivered for use on the system of the delivered Goods only and use of the software on more than one system shall be prohibited. The Purchaser shall only reproduce, edit or translate the software convert the software from the object code into source code within the framework admissible by law Copyright, Designs and Patents Act 1988. The Purchaser undertakes to refrain from removing the manufacturer's indications such as the copyright notice in particular to refrain from changing them without our express prior approval. We reserve any other rights to the software and the documentation including copies. The Purchaser shall not be permitted to grant sub-licenses.

Non-solicitation

For a period of 12 months following the termination of this contract for any reason, the Purchaser shall not offer employment to any employee of ours involved in performing any of the obligations hereunder induce or encourage the employee to leave our employment without our written consent.

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Nothing in this Contract will render or be deemed to render us an employee or agent of the Purchaser or the Purchaser an employee or agent of ours.

- Assignment and Sub-Contracting
 The Purchaser is not entitled to assign the benefits under the Contract.
 We may sub-contract the performance of any of our obligations under the Contract without the prior written consent of the Purchaser. We will be responsible for every act or omission of the sub-contractor as if it were an act or omission of our own.

- Suppliers Liability and Indemnity

 Nothing in these Terms and Conditions excludes or seeks to exclude our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation. Except as provided in clause 21.1 above, we will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the express terms contained herein, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by our employees, agents or otherwise) in connection with the performance of our obligations under the Contract. All warranties or conditions whether express or implied by law are hereby expressly
- excluded to the maximum extent permitted by law.

 We shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to improper conditions, failure to follow our instructions (whether given orally or in 21.3 negligence, subjection to improper conditions, failure to follow our instructions (whether given orally or in writing), incompatibility of a product/subsystem with other manufacturers' products/subsystem, misuse, attempted repair or alteration of the Goods without our prior approval, using the lift for "Beneficial Use" without having entered into a separately negotiated and agreed "Beneficial Use" Agreement with us or any other breach of these conditions or act or omission on the part of the Purchaser, its employees or agents or any third party. In the event of a breach by us of our express obligations under these Terms and Conditions, the remediese he Purchaser will be limited to damages, which in any event, will not exceed the fees and expenses paid by the Purchaser for the Goods in the 12 months immediately preceding the date on which the claim arose.
- 21.4

- Force Majeure
 Definition. "Force Majeure" means the occurrence of an event or circumstance ("Force Majeure Event") that
 prevents or impedes a party from performing one or more of its contractual obligations under the contract, if
 and to the extent that the party affected by the impediment ("the Affected Party") proves:
 a) that such impediment is beyond its reasonable control; and
 b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and
 c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected
- Party. Non-performance by third parties. Where a contracting party fails to perform one or more of its contractual 22.2
- Non-performance by third parties. Where a contracting party fails to perform one or more of its contractual obligations because of default by a third party whom it has engaged to perform the whole or part of the contract, the contracting party may invoke Force Majeure only to the extent that the requirements under clause 22.1 of this Clause are established both for the contracting party and for the third party.

 Presumed Force Majeure Events. In the absence of proof to the contrarry, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under clause 22.1 of this Clause, and the Affected Party only needs to prove that condition (c) of clause 22.1 is satisfied:

 a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; b) civil war, fiot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or priracy; 22.3
 - - b) cave war, no, recommended to the restriction, embargo, sanction; c) currency and trade restriction, embargo, sanction; d) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; e) plague, epidemic, natural disaster or extreme natural event; f) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy;
 g) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and
- premises.

 Notification. The Affected Party shall give notice of the event without delay to the other party.

 Consequences of Force Majeure. A party successfully invoking this Clause is relieved from its duty to perform its obligations under the Contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay, If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. The other party may suspend the performance of its obligations, f applicable, from the date of the notice
- 22.6 property impediment. Where the effect of the impediment or event invoked is temporary, the consequences set out under clause 22.5 above shall apply only as long as the impediment invoked prevents performance by

- the Affected Party of its contractual obligations. The Affected Party must notify the other party as soon as the impediment ceases to impede performance of its contractual obligations.

 Duty to mitigate. The Affected Party is under an obligation to take all reasonable measures to limit the effect of
- the event invoked upon performance of the contract.

 Contract termination. Where the duration of the impediment invoked has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the npediment exceeds 120 days
- INDIGINITION TAXABLES 120 USPS. Unjust enrichment. Where clause 22.8 above applies and where either contracting party has, by reason of anything done by another contracting party in the performance of the contract, derived a benefit before the termination of the contract, the party deriving such a benefit shall pay to the other party a sum of money equivalent to the value of such benefit. 22 0

Entire agreement

- Entire agreement
 No terms or conditions stipulated or referred to by the Purchaser in any form whatsoever shall in any respect
 vary, modify or add to these Terms and Conditions unless otherwise agreed by us in writing in our Order
 Acknowledgement 23.1
- Acknowledgement. No variation, modification or addition by the Purchaser to these Terms and Conditions, or to the Contract, shall be binding unless agreed in writing between the authorised representatives of the parties and confirmed in our Order Acknowledgement.

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The Purchaser agrees that no failure by the Supplier to enforce the performance of any provision in these
Terms and Conditions or under the Contract will constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure will not be deemed to be a waiver of any preceding or subsequent breach and will not constitute a continuing waiver.

25. Severance

The Purchaser agrees that, in the event that one or more of the provisions of these Terms and Conditions are from to be unlawful, invalid or otherwise unenforceable, that / those provision(s) will be deemed severed from the remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions (and the Contract, as appropriate). The remainder of these Terms and Conditions will be valid and enforceable.

26 Data Protection

Both parties agree to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 2018 and any subsequent amendments thereto.

27.

Third Party Rights

No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

- Notices
 All notices shall be in writing, addressed to the most recent address or email address notified to the other Party and shall be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the
- Notices will be deemed to have been duly given: when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; when sent, if transmitted by email 28 2 and a succe ssful return receipt is generated; or on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.

29. 29.1 Law and Jurisdiction

- These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) will be governed by, and construed in accordance with, the laws of England
- and wales.

 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) will fall within the jurisdiction of the courts of England and Wales. 29 2