

HANOVIA LIMITED - CONDITIONS OF SALE

1. Interpretation

1.1. In these Conditions:

‘Buyer’ means the person who accepts in Writing a Written quotation of the Seller for the sale of the Goods or whose Written order for the Goods is accepted in Writing by the Seller

‘Conditions’ means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller

‘Confirmed Order’ means either (i) any Written order placed by the Buyer which is accepted in Writing by the Seller or (ii) any Written quotation given by the Seller which is accepted in Writing by the Buyer

‘Contract’ means the contract between the Seller and the Buyer for the purchase and sale of the Goods and (where applicable) Installation Services

‘Despatch Date’ means the date for despatch specified on the Confirmed Order

‘Goods’ means the goods (including any instalment of the goods or any parts for them) specified in a Confirmed Order which the Seller is to supply to the Buyer

‘Installation Services’ means the services (if any) specified in a Confirmed Order in relation to the installation of Goods to be supplied by the Seller to the Buyer

‘Seller’ means Hanovia Limited (registered in England under number 1473077)

‘Writing’ and **‘Written’** means any legible reproduction of words or numbers in a permanent and tangible form (including letters, faxes and emails but excluding mobile phone text messages)

1.2. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time and any subordinate legislation for the time being in force made under it.

1.3. The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.4. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and references to any gender shall include all other genders.

1.5 The words **“other”**, **“include”** and **“including”** do not connote limitation in any way.

2. Basis of the sale

- 2.1. The Seller shall sell and the Buyer shall purchase the Goods and (where applicable) Installation Services subject to these Conditions, which shall apply to the contract to the exclusion of any other terms that the customer seeks to impose or incorporate or which are implied by trade custom practice or course of dealing and shall govern the Contract subject to which any such Confirmed Order is accepted or purported to be accepted, or made or purported to be made, by the Buyer (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2. No variation to these Conditions shall be binding unless agreed in Writing between the authorised representative of the Buyer and a director of the Seller.
- 2.3. The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed. In entering into the Contract the Buyer acknowledges that it does not rely on any advice, representation or recommendation which is not confirmed in Writing in accordance with this clause. Nothing in this Clause shall exclude or limit the Seller's liability for fraudulent misrepresentation.
- 2.4. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Orders and specifications

- 3.1. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller's authorised representative.
- 3.2. The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.3. The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
- 3.4. If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all loss, damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

- 3.5. The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- 3.6. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
- 3.7. In the event that the Buyer shall cancel the order in breach of condition 3.6 the Seller will charge the Buyer by way of damages 35% of the value of the order if the Buyer cancels the order more than 21 days before the Despatch Date. The Seller shall charge the Buyer 100% of the value of the order if it is cancelled within 21 days of the Despatch Date. The parties agree that any such liquidated damages have been calculated as, and are, a genuine pre-estimate of the loss likely to be suffered by the Seller.

4. Separate Items

The Seller may if it so elects treat each item separately priced on a quotation as the subject of a separate Contract and in such case these Conditions shall apply independently to each item

5. Price of the goods

- 5.1. The price of the Goods and (where applicable) Installation Services shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. Where the Goods are supplied for export from the United Kingdom, the Seller's published export price list shall apply. All prices quoted are valid for 30 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
- 5.2. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.)
- 5.3. Except as otherwise stated in these Conditions or under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller on an ex works basis, and where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.

5.4. The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.

6. Terms of payment

6.1. Subject to any special terms agreed in Writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods and (where applicable) Installation Services on or at any time after despatch of the Goods, unless the Goods are to be collected by the Buyer, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer that the Goods are ready for collection.

6.2. The Buyer shall pay the price of the Goods (less any discount to which the Buyer is entitled, but without any other deduction) within 30 days of the date of the Seller's invoice, and the Seller shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

6.3. The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

6.4. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

6.4.1. terminate the Contract forthwith by giving notice in Writing to the Buyer or suspend any further deliveries to the Buyer;

6.4.2. appropriate any payment made to the Seller by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and

6.4.3. charge the Buyer interest on the sum unpaid for the period from and including the due date up to the date of actual payment (after as well as before judgment) at the rate of interest applicable under the Late Payment of Commercial Debts (Interest) Act 1998.

7. Delivery

7.1. Delivery of the Goods shall be made by the Buyer or his agent collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed in Writing by the Seller, by the Seller delivering the Goods to that place. Where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Seller shall be under no obligation under section 32(2) of the Sale of Goods Act 1979.

7.2. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

- 7.3. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat any other Contract (in respect of another instalment) as repudiated.
- 7.4. If the Seller fails to deliver the Goods (or any instalment) for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.
- 7.5. Subject to clause 7.1, if the Buyer fails to take delivery of the Goods when they are ready for delivery or fails to give the Seller adequate delivery instructions (where applicable) or is otherwise responsible for a delay in delivery then, without prejudice to any other right or remedy available to the Seller, the Seller may:
- 7.5.1. store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
 - 7.5.2. sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

8. Risk and property

- 8.1. Risk of damage to or loss of the Goods shall pass to the Buyer:
- 8.1.1. in the case of Goods to be delivered at the Seller's premises, at the time and date notified by the Seller to the Buyer as the time and date when the Goods will be available for collection; or
 - 8.1.2. in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods.
- 8.2. Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full the price of the Goods plus VAT and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 8.3. Until property in the Goods passes to the Buyer in accordance with clause 8.2 the Buyer shall hold the Goods and each of them on a fiduciary basis as bailee for the Seller. The Buyer shall store the Goods (at no cost to the Seller) separately from all other goods in its possession and marked in such a way that they are clearly identified as the Seller's property.
- 8.4. Notwithstanding that the Goods (or any of them) remain the property of the Seller the Buyer may sell or use the Goods in the ordinary course of the Buyer's business at full market value for the account of the Seller. Any such sale or dealing shall be a sale or

use of the Seller's property by the Buyer on the Buyer's own behalf and the Buyer shall deal as principal when making such sales or dealings. Until property in the Goods passes from the Seller the entire proceeds of sale or otherwise of the Goods shall be held in trust for the Seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the Seller's money.

8.5 The Seller shall be entitled to recover the Price (plus VAT) notwithstanding that property in any of the Goods has not passed from the Seller.

8.6 Until such time as property in the Goods passes from the Seller the Buyer shall upon request deliver up such of the Goods as have not ceased to be in existence or resold to the Seller. If the Buyer fails to do so the Seller may enter upon any premises owned occupied or controlled by the Buyer where the Goods are situated and repossess the Goods. On the making of such request the rights of the Buyer under clause 8.4 shall cease.

8.7 The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods which are the property of the Seller. Without prejudice to the other rights of the Seller, if the Buyer does so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

8.8 The Buyer shall insure and keep insured the Goods to the full Price against 'all risks' to the reasonable satisfaction of the Seller until the date that property in the Goods passes from the Seller, and shall whenever requested by the Seller produce a copy of the policy of insurance. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

8.9 The Buyer shall promptly deliver the prescribed particulars of this contract to the Registrar in accordance with the Companies Act 1985 Part XII as amended⁵. Without prejudice to the other rights of the Seller, if the Buyer fails to do so all sums whatever owing by the Buyer to the Seller shall forthwith become due and payable.

9 Warranties and liability

9.1 Nothing in these Conditions excludes or limits the liability of the Seller (a) for death or personal injury caused by the Seller's negligence; or (b) for fraud or fraudulent misrepresentation; or (c) for any matter which it would be illegal for the Seller to exclude or limit.

9.2 Subject to clause 9.1 and the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in materials and workmanship for a period of twelve months from the date of commissioning or 15 months from the date of delivery, whichever is the first to expire.

9.3 The above warranty is given by the Seller subject to the following conditions:

- 9.3.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
- 9.3.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;
- 9.3.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) until the price for the Goods has been paid in full;
- 9.3.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
- 9.3.5 the above warranty is invalidated if any parts materials or equipment are used in or with Goods which have not been manufactured or supplied by the Seller.
- 9.3.6 the above warranty is invalidated in the event that the environment in which the Goods operate is changed in such a way as to adversely affect the Goods or the operation of the Goods without the agreement in Writing of the Seller.

9.4 Subject to clause 9.1 and subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law (save for conditions implied by Section 12 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

9.5 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Buyer are not affected by these Conditions.

9.6 Subject to clause 9.1, any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or tendered delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.

- 9.7 Subject to clause 9.1, where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to repair, replace or upgrade the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.
- 9.8 Subject to clause 9.1, the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price of the Goods, except as expressly provided in these Conditions.
- 9.9 Subject to clause 9.1, the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, anticipated profits or anticipated savings, loss of business or depletion of goodwill, whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- 9.10. Subject to clause 9.1, the Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control, including without limitation (a) acts of God, explosion, flood, tempest, fire or accident; (b) war or threat of war, sabotage, acts of terrorism, insurrection, civil disturbance or requisition; (c) compliance with any law or any act, order, restriction, prohibition or direction of any kind of any governmental, parliamentary or local authority; (d) import or export regulations or embargoes; (e) strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party); (f) difficulties in obtaining raw materials, labour, fuel, parts or machinery; (g) power failure or breakdown in machinery.

10. Installation Services

- 10.1. This clause shall only apply where the Confirmed Order specifies that the Seller is to provide Installation Services in respect of some or all of the Goods.
- 10.2. The Seller shall provide the Installation Services to the Buyer at the locations and on the dates specified in the Confirmed Order or as may subsequently be agreed in Writing between the Buyer and Seller.
- 10.3 The Seller warrants to the Buyer that the Installation Services will be performed with the due skill and care to be expected of a competent supplier of the types of Goods and Installation Services to be supplied by the Seller.

10.4 The Buyer shall ensure that there is a sufficient water, electricity supply and clear safe access to the Goods at the location at which the Goods are to be installed. If there is no water or electricity so that the Goods cannot be installed the Seller will be entitled to charge the Buyer on the basis of its usual time charged for engineers for any wasted attendance or unnecessary time spent on site.

11. Indemnity

11.1 The Seller shall pay all costs and damages finally awarded in any suit against the Buyer or its vendees to the extent based upon a finding that the design or construction of the product(s) as furnished infringe a patent (except infringement occurring as a result of incorporating a design or modification at the Buyer's request), providing that;

11.1.1 the Seller is given sole control of any proceedings or negotiations in connection with any such claim;

11.1.2 the Buyer shall give the Seller all reasonable notice and assistance for the purposes of any such proceedings or negotiations;

11.1.3 except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Seller (which shall not be unreasonably withheld);

11.1.4 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);

11.1.5 the Seller shall be entitled to the benefit of, and the Buyer shall accordingly account to the Seller for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by, any other party in respect of any such claim; and

11.1.6 without prejudice to any duty of the Buyer at common law, the Seller shall be entitled to require the Buyer to take such steps as the Seller may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Seller is liable to indemnify the Buyer under this clause.

12. Insolvency of buyer

12.1. This clause applies if:

12.1.1 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

12.1.2. an encumbrancer takes possession, or a receiver and/or manager, administrator or administrative receiver is appointed, of the undertaking of the Buyer or any part thereof; or

12.1.3. the Buyer ceases, or threatens to cease, to carry on business; or

12.1.4. the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

12.2. If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to terminate the Contract forthwith or suspend any further deliveries under the Contract, in either case without any liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

13. Export terms

13.1 In these Conditions 'Incoterms' means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.

13.2. Where the Goods are supplied for export from the United Kingdom, the provisions of this clause 13 shall (subject to any special terms agreed in Writing between the Buyer and the Seller) apply notwithstanding any other provision of these Conditions.

13.3 The Buyer 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 on them. For the avoidance of doubt, any commodity code information provided by the Seller on their sales invoice or shipping related documents is for advisory purposes only.

13.4. Unless otherwise agreed in Writing between the Buyer and the Seller, the Goods shall be delivered EXW.

13.5. The Buyer shall be responsible for arranging for testing and inspection of the Goods at the Seller's premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.

- 13.6. Where credit insurance is not possible payment of all amounts due to the Seller shall be made by confirmed irrevocable letter of credit opened by the Buyer in favour of the Seller and confirmed by a bank in London acceptable to the Seller or, if the Seller has agreed in Writing on or before acceptance of the Buyer's order to waive this requirement, by acceptance by the Buyer and delivery to the Seller of a bill of exchange drawn on the Buyer payable 60 days after sight to the order of the Seller at such branch of Lloyds Bank in England as may be specified in the bill of exchange.
- 13.7. The Buyer undertakes not to offer the Goods for resale in any other country notified by the Seller to the Buyer at or before the time the Buyer's order is placed, or to sell the Goods to any person if the Buyer knows or has reason to believe that that person intends to resell the Goods in any such country.

14. Termination

- 14.1. Without prejudice to any other right in these Conditions for the Seller to terminate the Contract, the Seller shall be entitled to terminate the Contract by giving notice in Writing to the Buyer at any time if the Buyer is in breach of any of its obligations under this Contract.
- 14.2. Termination of the Contract by the Seller under this clause or any other clause of these Conditions shall not limit, restrict or extinguish any rights which the Seller may have against the Buyer whether arising as a result of the termination or otherwise under the Contract, which rights shall remain in effect.

15. Bribery and Corruption

The Buyer agrees to:

- 15.1. Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to local and national laws in the country of sale.
- 15.2. Comply with the Halma plc. Group Code of Conduct relating to bribery and corruption which may be found on the Halma website (<http://www.halma.com/responsibility/ethics>)
- 15.3. Maintain complete and accurate records of all transactions and payments related to this Sale, any contract governed by the terms of this Contract and, on reasonable request, disclose details of those transactions and payments.
- 15.4. Immediately inform the Seller if it suspects or becomes aware of any breach of Clause 15 by one of its employees, subcontractors, agents, consultants or other intermediaries and provide detailed information about the breach.

15.5. indemnify, keep indemnified and hold harmless (on a full indemnity basis) the Seller against all costs, expenses and losses that the Seller incurs or suffers as a result of any breach by either party of any of its obligations under this Clause. In addition, if the Buyer breaches the Bribery and Corruption clause the Seller shall have the right to terminate the Contract without notice and with immediate effect and will be in no way liable to the Buyer in respect of such termination for payment or damages or any other form of compensation.

16. General

16.1. All communications between the parties (including any notice required or permitted to be given by one party to the other) under or in connection with the Contract shall be in Writing addressed to the relevant person and either delivered by hand or sent by first class post, fax or email to an address, fax number or email address previously communicated (by any means) by the receiving party to the sending party.

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

16.3. No waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.4. The Buyer agrees to indemnify and keep indemnified the Seller against all fees, costs and other expenses incurred by the Seller in enforcing any of terms of the Contract.

16.5. If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part it shall (to the extent that it is invalid or unenforceable) be deemed to be severable and the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

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

16.7. The Seller may at any time assign or transfer the whole or any part of the Contract or any of its rights under it, or sub-contract any or all of its obligations under it. The Buyer shall not, without the prior consent in Writing of the Seller (such consent not to be unreasonably withheld or delayed), assign the whole or any part of the Contract.

16.8. Buyer shall comply with all applicable laws, statutes and regulations, from time to time in force, including the UK's Modern Slavery Act 2015 and Bribery Act 2010. Buyer shall comply with Halma's Code of Conduct.

16.9. Seller may terminate the agreement with immediate effect by giving written notice to the Buyer if the Buyer commits a breach of Clause 16.8

- 16.10. Subject to Clause 16.11, the parties will attempt to settle all and any disputes or differences arising out of or in connection with this Agreement, or its breach, termination or invalidity, by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. To initiate mediation a party must give notice in Writing to the party, with whom the dispute or difference has arisen, requesting mediation in accordance with this sub-clause. The mediation will start not later than 28 days after the date of that notice. If there is any point in the conduct of the mediation (including any disagreement over the nomination of the mediator) which the relevant parties cannot agree within 14 days of that notice, CEDR will, at the request of any one of them, decide that point for them, having consulted with them.
- 16.11. If the parties, having attempted to settle the dispute or difference in accordance with sub-clause 16.10 fail to do so within 60 days of the parties' request to the Centre for Dispute Resolution for a mediation either party may issue court proceedings.
- 16.12. The Contract shall be governed by the laws of England, and the Buyer agrees to submit to the exclusive jurisdiction of the English courts.