9. TERMS OF PAYMENT

Seller will invoice Buyer for Products sold to Buyer upon delivery. Partial deliveries will be invoiced as they are delivered. Payment is due thirty (30) calendar days from date of invoice. Payments must be made in the currency set out in Honeywell’s order confirmation unless agreed otherwise in writing. If Buyer fails to pay in full within the due date any sum payable by it, Seller may withhold performance until all due amounts and interest that are due are paid. Additionally, Seller may, at its option: (a) repossess Products for which payment has not been made; (b) invoice Buyer for products or services specified in Schedule A, for each full or partial month in which payment is overdue; (c) recover all costs of collection, including but not limited to reasonable legal fees; (d) withhold from Buyer any rebate payments; (e) terminate this Agreement and any other instrument, agreement, or understanding which are deemed to be material and the Agreement shall be subject only to these Terms and Conditions and no other terms and conditions shall be deemed delivered and accepted. Buyer shall be liable for any delays or increased costs incurred by Seller caused by delays in obtaining required products or services for which the Buyer is additionally liable.

Purchase orders submitted by Buyer to Seller for the purchase of Seller’s Products are subject to the following terms and conditions: (i) Buyer’s purchase orders shall be void if not confirmed in writing by Seller; (ii) Seller reserves the right to reject any purchase order, and to adjust price, schedule, and other terms. If delivery of products, services, or other information necessary for performance of the Agreement is delayed due to conduct of Buyer or Buyer-designated supplier, then Seller may store products at Buyer’s risk and expense and may charge Buyer for the delay.

10. TAXES

Seller’s pricing excludes all taxes (including but not limited to sales, use, excise, value-added, and other similar taxes), duties (including import and export duties), and charges (collectively “Taxes”). Buyer will pay all Taxes but is not limited to: (a) delays or refunds to grant an export license or the suspension or revocation thereof, (b) embargoes, blockades, seizure or freeze of assets, or any other acts of any government that would limit a party’s ability to perform under this Agreement, (c) fires, earthquakes, floods, tropical storms, hurricanes, tornadoes, severe weather conditions, or any other acts of God, (d) quarantines or regional medical crises, (e) shortages or inability to obtain materials or components, (f) labour strikes or lockouts, (g) riots, strikes, insurrection, civil disobedience, lawless, blockages, seizures or freeze of assets, or any other acts of any government that would limit a party’s ability to perform under this Agreement, or (h) inability or landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (b) inability or inability or the bankruptcy or insolvency of any of Buyer’s stockholder, manager, member, or partner of Buyer is administrator or is the subject of an administration application or becomes subject to an administration order or has entered into insolvency proceedings, or equivalent proceedings in any other jurisdiction.

11. PACKING

Where Seller is responsible for packing any items for shipment, Seller will pack such items in accordance with Seller’s general packing instructions, suitable for airfreight.

12. BUYER CAUSED DELAY

Seller is not liable for any delays or increased costs caused by delays in obtaining required products or services from Buyer or Buyer-designated suppliers. If Buyer or Buyer-designated supplier causes any delay, Seller is entitled to adjust schedule and other affected terms. If delivery of products, services, or other information necessary for performance of the Agreement is delayed due to conduct of Buyer or Buyer-designated supplier, then Seller may store products at Buyer’s risk and expense and may charge Buyer for the delay.

13. FORCE MAJURE

Except for payment obligations, neither party will be liable to the other for any failure to meet obligations due to Force Majeure. “Force Majeure” is an event beyond the non-performing party’s reasonable control and may include acts of God, war, hostilities, strikes, embargoes, blockades, siezures or freeze of assets, war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), and (b) inability or landowner disturbances, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property).

14. MANUFACTURING HARDSHIP

If for any reason Seller’s production or purchase costs for the Product (including without limitation costs of energy, equipment, labour, regulation, transportation, raw material, feedstocks, or Product) increases by more than five percent (5%) over Seller’s production or purchase costs for the Product on the date of entering into this Agreement, then Seller may, by notice to Buyer of such increased costs, request a renegotiation of the price of the Product under this Agreement. If the parties are not able to agree on a revised Product price within 90 days after a request for renegotiation is given, then Seller may terminate this Agreement on ten (10) days’ notice to Buyer.

15. TERMINATION/SUSPENSION

Seller, at its sole discretion, suspend or terminate this Agreement and any or all unperformed orders immediately upon notice to Buyer upon the occurrence of any of the following events: (i) Buyer fails to perform or breaches any of its obligations under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice specifying the failure to perform or breach; (ii) Buyer fails to make any payments required to be made under this Agreement when due, and fails to remit the breach within three (3) calendar days after receipt of written notice of non-payment; (iii) Buyer attempts to assign this Agreement or any rights under this Agreement to a third party; (iv) Buyer offers to make any voluntary arrangement or composition with its creditors; or (v) Buyer ceases to do business within the meaning of section 123 of the Insolvency Act 1986 (as amended) or threatens to cease to carry on the whole or a substantial part of its business, any distress or execution is levied upon Buyer’s property or assets, the other party makes or offers to make any voluntary arrangement or composition with its creditors, any resolution to wind up the Buyer is presented or wound up by the court, or any order is made for the winding up of the Buyer, or the Buyer is the subject of a notice of intention to appoint an administrator or is the subject of a notice of appointment of an administrator or is the subject of an administration application or becomes subject to an administration order or has entered into insolvency proceedings, or equivalent proceedings in any other jurisdiction.

16. INSPECTION AND ACCEPTANCE

Buyer will inspect Products and notify Seller of any lack of conformity of the Products within a reasonable period after delivery not to exceed thirty (30) calendar days. Products will be presumed accepted unless Seller receives written notice of rejection within that period. Rejection shall be based solely upon the failure of the Products to comply with Seller’s published specifications or such specifications which are mutually agreed to by the parties. Seller will have a reasonable opportunity to repair or replace rejected Products, at its option. Buyer assures shipping charges in an amount not to exceed normal surface shipping charges to Seller’s designated facility for the return of properly rejected Products. Following initial delivery, the party initiating shipment will bear the risk of loss or damage to Products in transit. If Seller reasonably determines that rejection was improper, Buyer will be responsible for all expenses caused by the improper rejection.

7. PRODUCT CHANGES

Seller may, without notice to Buyer, incorporate changes to Products that do not alter form, fit, or function. Seller may, at its sole discretion, also make such changes to Products previously delivered to Buyer.

8. CANCELLATIONS

No purchase order may be cancelled by Buyer without the prior written consent of the Seller which consent shall be in Seller’s sole discretion and subject to (i) payment of reasonable and proper termination charges as determined by Seller from time to time. Seller does not accept cancellations for custom or specially manufactured products, or for non-stocked, extended lead-time products after the Buyer receives order confirmation.
indicted for or convicted for any crime or converts or embezzles any property or funds of others; (viii) any conduct or practice by Buyer which is detrimental or harmful to the good name, goodwill, and reputation of Seller or the Products, or (c) if the Buyer is a distributor or other reseller, the Buyer sells or transfers for sale or resale any contract or agreement, the same as this Agreement or any amendment or supplement to this Agreement, (d) any transfer, handling, storage, use, disposal, export, re-export, and transshipment, the activities to be performed by Buyer, or the facilities and other assets used by Buyer in performing its obligations under the Agreement. Without limiting the foregoing, Buyer is responsible for the recycling and disposal of goods as required by WEEE Directive 2012/18/EU or similar directives. Buyer agrees that it will not use the Products in connection with any activity involving nuclear fusion or fission, any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons. In addition, Buyer certifies it has read, understands, and agrees to abide by the provisions of the Honeywell Code of Business Conduct (the “Code of Conduct”), available at https://www.honeywell.com/wh/ce/privacy-translations.com.

16. COMPLIANCE WITH APPLICABLE LAW AND CODE OF BUSINESS CONDUCT

Buyer shall, at its sole cost and expense, comply with all applicable laws, rules, regulations, decrees, and other requirements relating to or arising out of the Agreement. If any change in law, regulation, or related requirement occurs during the Agreement, the Products (including their sale, transfer, handling, storage, use, disposal, export, re-export, and transshipment), the agreements to be performed by Buyer, or the facilities and other assets used by Buyer in performing its obligations under the Agreement. Without limiting the foregoing, Buyer is responsible for the recycling and disposal of goods as required by WEEE Directive 2012/18/EU or similar directives. Buyer agrees that it will not use the Products in connection with any activity involving nuclear fusion or fission, any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons. In addition, Buyer certifies it has read, understands, and agrees to abide by the provisions of the Honeywell Code of Business Conduct (the “Code of Conduct”), available at https://www.honeywell.com/wh/ce/privacy-translations.com.

17. EXPORT AND IMPORT COMPLIANCE

Buyer will comply at all times with all United States (US), United Nations (UN) and other international or national laws or regulations concerning (i) prohibition against commercial bribery or giving anything of value to any governmental official or candidate for political office in exchange for commercial advantage of any kind; (ii) prohibition against exporting or facilitating the export, directly or indirectly, of Products to certain countries which are embargoed or designated by the US government or other applicable national or international sanctions; (iii) prohibition against complying with the boycott of certain countries covered by US anti-boycott legislation; and (iv) transferring any technology, know how or specialised technical information to countries where the transfer is regulated by relevant US and non-US laws and permitting the export of such technology in connection with such transfers. Buyer shall obtain all necessary import/export licenses in connection with any subsequent import, export, re-export, transfer, and use of all goods, technology, and software purchased, licensed, and received from Supplier. Unless otherwise manually agreed in writing, transfer, export or re-export of any Software or of Software for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, or use the Products or Software in any facility which engages in activities relating to such weapons or missiles. In addition, the Products or Software may not be used in connection with any activity involving nuclear fusion or fission or any use or handling of any nuclear material. Buyer agrees that it will not sell, transfer, export or re-export any good, software or Services for use in activities which involve the cancellation of export or re-export licenses; (2) any subsequent interpretation of applicable import, transfer, export, or re-export law or regulation after the date of any order or commitment that has a material adverse effect on Seller’s performance; or (3) delays due to Buyer’s failure to comply with applicable import, transfer, export, or re-export laws or regulations.

18. ANTI-CORRUPTION LAWS

Buyer acknowledges and agrees that it will comply with the United States Foreign Corrupt Practices Act as amended, the “FCPA” and with the Bribery Act 2010 and all other applicable anti-bribery and anti-corruption laws or regulations (“Anti-Corruption Law”). Without limiting the foregoing, Buyer hereby certifies:

(a) That it will not, for the purposes of securing an unfair business advantage, directly or indirectly, offer, pay, give, promise to pay or give, or authorise the payment or giving of any money, gift, or anything of value to:

(i) any “Restricted Person” defined as: (A) any officer, employee, or person acting in an official capacity for any government, any government department, agency, or instrumentality, any government - controlled entity, or public international organisation; (B) any political party or party official; (C) any candidate for public office; (D) any officer, director, shareholder holding more than ten percent (10%) of the issued shares, employee, or agent of any private customer; or

(ii) any Person that the Buyer knows or has reason to know that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any Restricted Person.

(b) That neither the Buyer nor any of its shareholders, directors, officers, employees, or agents has engaged in any act which would constitute a violation of, or which would cause Seller to be in violation of the FCPA or any other Anti-Corruption Law.

(c) That it will maintain accurately such books and records as Seller may reasonably require from time to time. Seller, at its expense, may audit Buyer on a continuing basis to determine Buyer’s compliance with the FCPA and other Anti-Corruption Law and with the export and import control laws and regulations applicable by virtue of the Agreement. Buyer will be advised of such audit not less than thirty (30) days in advance. Buyer shall prepare for and assist in any such audit.

(d) That if, after execution of this Agreement, Buyer becomes, or proposes to become a Restricted Person, Buyer shall immediately notify Seller, and Seller shall have the unilateral right, without provision for any compensation to Buyer, to terminate this Agreement or any amendment or supplement to this Agreement, as necessary to ensure that all applicable laws, regulations, or policies of the United States and those of the United Kingdom or other jurisdiction, and all policies of Seller, will not be violated.

Buyer warrants that neither it nor any of Buyer’s shareholders, directors, officers, employees, agents, or consultants (if any) has ever been suspended or debarred in connection with any violation of the FCPA; that it has not employed or compensated any current or former employees, officers, or agents of the government of the United States or the United Kingdom or other jurisdiction if such employment or compensation violates any law, regulation, or policy in the United States and the United Kingdom or the other jurisdiction.

(e) That no Restricted Person has a right to share either directly or indirectly in the commissions of any contract or agreement entered into pursuant to this Agreement or any amendment or supplement to this Agreement.

(f) That it has not employed or compensated and will not employ or compensate any current or former employees, officers, or agents of the government of the United States or the United Kingdom or other jurisdiction if such employment or compensation violates any law, regulation, or policy in the United States and the United Kingdom or the other jurisdiction.

(g) That it will immediately notify Seller and cease representation activities with regard to the sale in question if Buyer knows or has a reasonable suspicion of a violation of the FCPA or any Anti-Corruption Law or the Code of Business Conduct.

(h) That, upon request by Seller, it will attest to the accuracy and truthfulness of the foregoing representations and warranties, and shall so attest annually and at the time of each renewal, if any, of the Agreement.

(i) That, in the event of any investigation by Seller or any governmental entity with respect to potential violations of the FCPA, any other Anti-Corruption Law, or the Code of Business Conduct, Buyer agrees to cooperate with Seller in the course of any such investigation or reasonably anticipated investigation.

Buyer will be advised of such audit not less than thirty (30) days in advance. Buyer shall prepare for and assist in any such audit.

20. CONFIDENTIALITY AND PERSONAL DATA

The parties may exchange confidential information during the performance or fulfillment of the Agreement. All such information which shall remain the property of the disclosing party and shall be kept confidential by the receiving party for a period of three (3) years following the date of disclosure. These obligations shall not apply to information which the receiving party can show is (a) publicly known at the time of disclosure or becomes publicly known through no wrongful act of the recipient; (b) known to recipient at the time of disclosure through no wrongful act of the receiving party for a period of three (3) years following the date of disclosure. These obligations shall not apply to any information independently developed by recipient. Each party shall retain ownership of its confidential information, including but not limited to information which is publicly known at the time of disclosure, provided that Seller shall not disclose confidential information without the prior written consent of the disclosing party, provided that Seller may disclose confidential information to its affiliated companies, employees, consultants, agents, and contractors.

21. WARRANTY TERMS

Subject to the provisions of this section 21 and the “Limitation of Liability” provision of the Agreement (section 25), with respect to each Product sold by Seller under this Agreement (including software or software components), Buyer warrants that, for the period of time that is published for each Product by Seller from time to time commencing on the date such Product is shipped from Honeywell’s facility or the date title to such Product passes to the Buyer, whichever date is earlier (such period referred to as the “Warranty Period”), all components of such Product, including software and software components, shall be free from defects in workmanship and material. Any costs related to the audit will be born only by the Buyer. Upon termination of this agreement, Seller shall cease or anonymise the personal data of the Buyer or the end user, at its discretion.
opinion of Seller, the Product has been damaged by accident, misuse, neglect, or improper shipping or handling. This warranty is valid only if the Product has not been tampered with or serviced by any party not authorised by Seller as a repair facility. The Buyer’s remedies and Seller’s aggregate liability with respect to the warranties provided by Seller in this Agreement shall not in any event out or in and are limited by this section 21 and the “Limitation of Liability” provision of the Agreement (section 25).

(a) Warranty Claims. If, during the applicable Warranty Period for a Product sold by Seller under this Agreement, it is determined that any component of such Product, except software components, is defective due to faulty workmanship or defective materials, then such Product shall be returned to Seller, it being agreed that Seller shall not be required to accept the Product for repair by the Buyer except to the extent in accordance with the terms and conditions of this Agreement. The Buyer shall transport such Product during the applicable Warranty Period, Seller shall, at its expense, (1) in Seller’s sole discretion, repair or replace such Product, and (2) ship such Product to return it to its original location. Seller’s obligations under this Agreement shall arise only if Seller’s examination of the Product in question discloses to Seller’s satisfaction that the claimed defect or nonconformity actually exists and was not caused by any improper installation, testing, or use; any misuse or neglect; any failure of electrical power, air conditioning, or humidity control; or any act of God, accident, fire or other hazard. Repair or replacement of a Product (or any part thereof) does not extend the Warranty Period for such Product, except as may have been replaced during the Warranty Period are warranted for the remainder of the unexpired portion of the Warranty Period.

(b) Services Warranty. Services shall be performed in a good workmanlike manner consistent with good industry practice and shall be performed at Seller’s sole expense. Buyer’s sole remedy under this warranty is that Seller will correct or re-perform defective services or refund fees paid for the services, at Seller’s sole discretion, if Buyer notifying Seller in writing of defective services within the warranty period. All services offered hereunder may not be performed outside of the United States or its possessions and territories without prior written agreement by Buyer and Seller. Buyer is responsible for all costs of shipping the Product to Seller as a repair facility. The Buyer’s remedies and Seller’s aggregate liability with respect to the fulfillment of the Product’s warranties for any warranty period are limited to the repair or replacement of the Product, or, if such Product is returned to Seller, refund of the purchase price of the Product. Seller shall not be liable for damages caused by a Product resulting from Buyer’s failure to maintain reasonably suitable and appropriate security measures. Buyer is responsible for all such damages. Where Buyer is not the end-user of the Product, Buyer represents and warrants it will require its customers to comply with the above Cybersecurity Event provisions.

22. TECHNICAL ADVICE
Any recommendation or assistance provided by Seller concerning the use, design, application, or operation of the goods shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted at Buyer’s own risk and without any obligation or liability. Buyer is at the Buyer’s own risk and without any obligation or liability for Buyer’s responsibility to determine the suitability of the Products for use in Buyer’s application(s). The failure by Seller to make recommendations or provide assistance shall not give rise to any liability for Seller.

23. INDEMNIFICATION AGAINST PATENT AND COPYRIGHT INFRINGEMENT
Seller shall indemnify the Buyer from and against all claims, demands, actions, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties and legal and other professional costs and expenses) incurred by Buyer or its representatives in respect of the Products, or component thereof (including without limitation any software, and, if not, of software provided with the Product released by Seller; or (e) any alteration, customisation, or other modification of the Product other than by Seller or requested by Buyer. Further, Buyer shall indemnify Seller from and against all claims, demands, actions, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties and legal and other professional costs and expenses) incurred by Buyer for any settlement without Seller’s prior, written consent to incur any such expenses. Seller shall indemnify Buyer from and against all claims, demands, actions, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties and legal and other professional costs and expenses) incurred by Seller arising out of or in connection with any claim, demand or action alleging any infringement in respect of any of the above provisions, and in respect of any third-party claims, actions, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties and legal and other professional costs and expenses) incurred by Seller arising out of or in connection with the Agreement. Any liability of Seller under this provision is subject to the “Limitation of Liability” provision of the Agreement.

24. INDEMNIFICATION
Seller shall indemnify Buyer and Seller from and against all claims, actions, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties and legal and other professional costs and expenses) incurred by Buyer arising out of or in connection with Buyer’s actual or threatened breach of these Terms and Conditions.

25. TERMINATION
 THESE TERMS AND CONDITIONS CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE BUYER’S PURCHASE OF THE PRODUCTS. NO AGENT OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO MODIFY THESE TERMS AND CONDITIONS OR TO MAKE ANY ADDITIONAL OR OTHER AGREEMENTS. THESE TERMS AND CONDITIONS ARE NOT INTENDED TO AFFECT THE RIGHTS OF THIRD PARTIES.

30. USA PATENT AND TRADEMARK OFFICE
The Buyer further agrees that Buyer will use its best efforts to preserve forensic data, fees, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties and legal and other professional costs and expenses) incurred by Buyer or its representatives, in respect of the Products, or component thereof (including without limitation any software, and, if not, of software provided with the Product released by Seller; or (e) any alteration, customisation, or other modification of the Product other than by Seller or requested by Buyer. Further, Buyer shall indemnify Seller from and against all claims, demands, actions, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties and legal and other professional costs and expenses) incurred by Buyer for any settlement without Seller’s prior, written consent to incur any such expenses. Seller shall indemnify Buyer from and against all claims, demands, actions, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties and legal and other professional costs and expenses) incurred by Seller arising out of or in connection with any claim, demand or action alleging any infringement in respect of any of the above provisions, and in respect of any third-party claims, actions, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties and legal and other professional costs and expenses) incurred by Seller arising out of or in connection with the Agreement. Any liability of Seller under this provision is subject to the “Limitation of Liability” provision of the Agreement.

22. TECHNICAL ADVICE
Any recommendation or assistance provided by Seller concerning the use, design, application, or operation of the goods shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted at Buyer’s own risk and without any obligation or liability. Buyer is at the Buyer’s own risk and without any obligation or liability for Buyer’s responsibility to determine the suitability of the Products for use in Buyer’s application(s). The failure by Seller to make recommendations or provide assistance shall not give rise to any liability for Seller.

23. INDEMNIFICATION AGAINST PATENT AND COPYRIGHT INFRINGEMENT
Seller shall indemnify the Buyer from and against all claims, demands, actions, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties and legal and other professional costs and expenses) incurred by Buyer or its representatives, in respect of the Products, or component thereof (including without limitation any software, and, if not, of software provided with the Product released by Seller; or (e) any alteration, customisation, or other modification of the Product other than by Seller or requested by Buyer. Further, Buyer shall indemnify Seller from and against all claims, demands, actions, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties and legal and other professional costs and expenses) incurred by Buyer for any settlement without Seller’s prior, written consent to incur any such expenses. Seller shall indemnify Buyer from and against all claims, demands, actions, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties and legal and other professional costs and expenses) incurred by Seller arising out of or in connection with any claim, demand or action alleging any infringement in respect of any of the above provisions, and in respect of any third-party claims, actions, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties and legal and other professional costs and expenses) incurred by Seller arising out of or in connection with the Agreement. Any liability of Seller under this provision is subject to the “Limitation of Liability” provision of the Agreement.

24. INDEMNIFICATION
Seller shall indemnify Buyer and Seller from and against all claims, actions, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties and legal and other professional costs and expenses) incurred by Buyer arising out of or in connection with the Agreement. Any liability of Seller under this provision is subject to the “Limitation of Liability” provision of the Agreement.

25. TERMINATION
THESE TERMS AND CONDITIONS CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE BUYER’S PURCHASE OF THE PRODUCTS. NO AGENT OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO MODIFY THESE TERMS AND CONDITIONS OR TO MAKE ANY ADDITIONAL OR OTHER AGREEMENTS. THESE TERMS AND CONDITIONS ARE NOT INTENDED TO AFFECT THE RIGHTS OF THIRD PARTIES.
SECTION 25 WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OPERATION OF LAW, OR OTHERWISE. BUYER WILL NOT BRING A LEGAL OR EQUITABLE ACTION MORE THAN ONE YEAR AFTER THE FIRST EVENT GIVING RISE TO A CAUSE OF ACTION, UNLESS A SHORTER PERIOD IS PROVIDED BY APPLICABLE LAW. THE LIMITATION AND EXCLUSIONS OF LIABILITY SET OUT IN SECTIONS 21, 23, 24 AND THIS SECTION 25 DO NOT APPLY TO LIABILITY ARISING FROM DEATH OR INJURY TO PERSONS CAUSED BY NEGLIGENCE, BREACH OF TERMS REGARDING TITLE IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979 AND/OR SECTION 2 OF THE SUPPLY OF GOODS AND SERVICES ACT 1982, LIABILITY ARISING AS A RESULT OF FRAUD OR MALPRACTICE, AND ANYTHING ELSE WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW, TO WHICH NO LIMIT APPLIES.

If, for reasons other than Force Majeure, Seller should default or delay or not deliver goods, Buyer's sole remedy against Seller is an option to cancel Buyer's purchase order, through prior notice to Seller.

26. NOTICES. Every notice between the parties relating to the performance or administration of the Agreement shall be made in writing and, if to Buyer, to Buyer’s authorized representative or, if to Seller, to Seller’s authorized representative at the addresses set forth in this Agreement between the parties to which these Terms and Conditions apply. All notices required under the Agreement will be deemed received when delivered: (a) by certified mail, return receipt requested and postage prepaid, two (2) calendar days after mailing; or (b) by next day delivery with a commercial overnight carrier, one (1) business day after deposit with such carrier provided the carrier obtains a written verification of receipt from the receiving party.

27. SEVERABILITY. If any provision or portion of a provision under this Agreement is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and shall be replaced with a provision as similar in terms as may be legal, valid, and enforceable.

28. WAIVER. All waivers must be in writing. The failure of either party to insist upon strict performance of any provision of the Agreement, or to exercise any right provided for under this Agreement, shall not be deemed to be a waiver for the future of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any provision or right under this Agreement.

29. APPLICABLE LAW AND FORUM. This Agreement and any non-contractual obligations arising in connection with it are governed by and construed in accordance with the laws of England and Wales. Seller and Buyer expressly agree to exclude from the Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto. The English courts will have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement including disputes relating to any non-contractual obligations.

30. DISPUTE RESOLUTION (EXECUTIVE ESCALATION). Before the parties initiate any dispute resolution process other than in-judicial relief, the parties must schedule a mandatory executive resolution conference to be held within thirty (30) days of receipt of the other party’s written request. The conference must be attended by at least one executive from each party. At the conference, each party will present its view of the dispute in detail and the executives will enter into good faith negotiations in an attempt to resolve the dispute. If the dispute is not resolved within fifteen (15) days of the end of the conference, then either party may pursue resolution of the dispute consistent with the other terms of the Agreement.

31. PUBLICITY. The parties will cooperate in preparing press releases and white papers as they deem appropriate regarding the subject matter of the Agreement. Any such press release or white paper will be subject to the parties’ mutual written approval, which approval will not be unreasonably withheld.

32. INDEPENDENT CONTRACTOR. The parties acknowledge that they are independent contractors and nothing contained in this Agreement shall be construed to constitute either party as the partner, joint venturer, employee, agent, servant, franchisee, or other representative of the other party, and neither party has the right to bind or obligate the other, except as otherwise provided in this Agreement. Nothing contained in this Agreement shall be construed to constitute Buyer as an exclusive purchaser of the Products in any respect.

33. HEADINGS AND SECTIONS. The various headings in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement.

34. INSURANCE. Unless agreed otherwise, Buyer shall, at all times that the Agreement is in force and effect, provide and maintain, at a minimum, insurance with a Comprehensive General Liability policy with a single limit of EUR 1,000,000 per occurrence and limit of EUR 2,000,000 in the aggregate for bodily injury and property damages. Buyer shall deliver certificates to Seller and shall notify Seller at least thirty (30) days prior to any expiration or termination of, or material change to, the policy. All insurance required under this Agreement shall be placed with insurance carrier(s) that are rated a minimum “A-, X” by AM Best or equivalent rating agency. All certificates shall be delivered to the Seller prior to placement of any orders. In addition, all such policies shall name Seller as an additional insured.

35. ASSIGNMENT; SUBCONTRACTING. Neither party will assign, transfer, grant any security interest over or hold on trust any rights or obligations under the Agreement without the advance written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed, except that either party may assign all or any of its rights or obligations under this Agreement in connection with the sale or transfer of all or substantially all of the assets of the product line or business to which it pertains. Any attempt to assign or delegate in violation of this section will be void, except that Seller may assign this Agreement to any subsidiary or affiliate. Notwithstanding anything to the contrary, Seller may engage subcontractors to perform any of its obligations under this Agreement. Use of a subcontractor will not relieve Seller from liability under the Agreement for performance of the subcontracted obligations.

36. SURVIVAL. All provisions of the Agreement that by their nature should continue in force become the completion or termination of the Agreement will remain in force.

RIDER 1 – bribery and anti-corruption

The Buyer has complied with all applicable laws relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 (the “Act”).

In this section, Associated Person means in relation to the Buyer, a person (including without limitation an employee, agent or subsidiary) who performs or has performed services for or on that company’s behalf.