

Crydom SSR Ltd. Terms and Conditions of Sale

1. INTERPRETATION

- 1.1. In these Conditions, the words defined below shall be afforded the meanings ascribed:
'BUYER' means the person whose order for the Goods and/or Services is accepted by the Seller.
'GOODS' means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions.
'SELLER' means Crydom SSR Limited (registered in UK).
'SERVICES' means any services which the Seller performs for the Buyer.
'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.
'CONTRACT' means any contract for the purchase and sale of the Goods and/or Services.
'WRITING' includes telex cable facsimile transmission and comparable means of communication.
- 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.
- 1.3. The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.4. Reference to a masculine provision shall include reference to the feminine and neuter provisions and vice versa and reference to a singular provision shall include reference to the plural and vice versa.

2. BASIS OF THE SALE

- 2.1. The Seller shall sell and the Buyer shall purchase the Goods and/or Services in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.
- 2.2. No variation to these Conditions shall be binding unless agreed in writing by an authorised representative of the Seller.
- 2.3. The Seller's employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by the Seller in writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed.
- 2.4. 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.
- 2.5. The Buyer agrees to keep confidential all information relating to the Seller's business and finances which becomes known to the Buyer through the supply of the Goods and/or Services.

3. ORDERS AND SPECIFICATIONS

- 3.1. Each order or acceptance of a quotation for Goods and/or Services by the Buyer from the Seller shall be deemed to be an offer by the Buyer to buy Goods and/or Services subject to these Conditions. 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 or (if earlier) the Goods are delivered to the Buyer and/or the Services are commenced by the Seller.
- 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 and/or Services 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 and/or Services 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). The Buyer shall be responsible for ensuring that any specification for the Goods and/or Services is adequate and accurate.
- 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 and/or Services which are required to conform with any applicable safety or other statutory requirements or where the Goods and/or Services are to be supplied to the Seller's specification which do not materially affect the quality or performance of the Goods and/or Services.
- 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 labor and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

4. PRICE OF THE GOODS

- 4.1. The price of the Goods and/or Services (where appropriate) shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the sterling price listed in the Seller's published UK price list current at the date of acceptance of the order by the Seller. 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.
- 4.2. The Seller reserves the right, by giving notice to the Buyer at any time before delivery and/or performance, to increase the price of the Goods and/or Services 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 and/or Services 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.
- 4.3. All prices are exclusive of any applicable value added tax or other sales tax, which the Buyer shall be additionally liable to pay to the Seller.

5. TERMS OF PAYMENT

- 5.1. The Seller shall be entitled to invoice the Buyer for the price of the Goods and/or Services on or at any time after performance of the Services or delivery of the Goods, unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, 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 or (as the case may be) the Seller has tendered delivery of the Goods.
- 5.2. The Buyer shall pay the price of the Goods and/or Services 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. Time for payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.3. Where the Buyer makes payment to the Seller in a currency other than that set out in the Seller's invoice, the Buyer shall compensate the Seller in respect of any exchange rate fluctuations occurring between

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the date of the invoice and the date of payment by the Buyer to the Seller.

- 5.4. 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:
 - 5.4.1. Cancel the Contract and/or suspend any further deliveries of Goods to the Buyer and/or performance of Services;
 - 5.4.2. Appropriate any payment made 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
 - 5.4.3. Charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the current rate specified under the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time.
- 5.5. The Buyer shall not be entitled to withhold payment of any amount due under these Conditions or to the Seller by reason of any payment credit set-off counterclaim allegation of incorrect or defective Goods and/or Services or for any reason whatsoever which the Buyer may allege excuses it from performing its obligations hereunder.

6. DELIVERY

- 6.1. Delivery is made Ex Works Seller's nominated facility (Incoterms in its latest version). Unless otherwise agreed in Writing, the Seller shall, at the Buyer's risk and expense, arrange for delivery of the Goods as agent for the Buyer to the Buyer's premises or to such other premises as agreed with the Buyer. The Buyer shall in addition to the price of the Goods be liable to pay all charges for transport, packaging and insurance.
- 6.2. Any dates quoted for delivery of the Goods and/or for performance of the Services are approximate only and the Seller shall not be liable for any delay in delivery and/or performance however caused. Time for delivery and/or performance 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.
- 6.3. Where delivery of the Goods is to be made by the Seller in bulk the Seller reserves the right to deliver up to 10% more or 10% less than the quantity ordered without any adjustment in the price and the quantity so delivered shall be deemed to be the quantity ordered.
- 6.4. Where the Goods are to be delivered in instalments and/or Services are to be performed in stages, each delivery and/or stage shall constitute a separate Contract and failure by the Seller to deliver any one or more of the instalments and/or perform any one or more of the stages in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments and/or stages shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 6.5. If the Seller fails to deliver the Goods (or any instalment) and/or perform the Services (or any stage) 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 and/or services to replace those not delivered and/or performed over the price of the Goods and/or Services.
- 6.6. If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then without prejudice to any other right or remedy available to the Seller the Seller may:
 - 6.6.1. Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage;
 - 6.6.2. Withhold delivery of any Goods and treat the Contract as repudiated; and/or
 - 6.6.3. 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.

- 6.7. The Buyer is under a duty wherever possible to inspect the Goods on delivery. Any shortages must be reported to the Seller within ten days after delivery.
- 6.8. Goods manufactured by the Seller or by the Seller's sub-contractor specifically for the Seller will be tested by the Seller in accordance with its normal practices. The Buyer may at any time prior to delivery request the Seller to carry out additional tests at the Buyer's risk and expense and the Seller shall use its reasonable endeavours to comply with such requests provided that it is practical in all the circumstances to do so. Any delay caused by requests for tests or for the failure of the Buyer or Buyer's representative to attend tests shall be for the account of the Buyer. If after one week's notice the Buyer and/or representative of the Buyer fails to attend a test it shall be deemed to have been conducted in the presence of the Buyer.
- 6.9. All Goods supplied on sale or return are subject to a maximum period for retention of 30 days after which time the Goods will be charged for at the full price ranking on the date the Goods were originally supplied. If the Buyer wishes to return any Goods to the Supplier for any reason, the Buyer must request a Return Material Authorisation ("RMA") from the Supplier. All Goods returned to the Supplier must be returned with a completed RMA. All Goods returned shall be subject to the Seller's standard inspection before being accepted. Goods not accepted by the Seller and/or not accompanied by a completed RMA, will be charged for as above.
- 6.10. The Buyer shall be responsible for complying with any legislation and/or regulations governing the importation of Goods into the country of destination and for the payment of any duties on them.
- 6.11. The Buyer undertakes not to offer the Goods for resale in any country reserved by the Seller or in respect of which another buyer has been granted exclusivity and which is notified by the Seller to the Buyer at any time before the Buyer's order is accepted 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.

7. RISK AND PROPERTY

- 7.1. Risk of damage to or loss of the Goods shall pass on delivery to the Buyer Ex Works Seller's nominated facility (Incoterms in its latest version) in accordance with clause 6.1 above.
- 7.2. 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 of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due.
- 7.3. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties, in a satisfactory condition and properly stored, protected and insured against all risks to the reasonable satisfaction of the Seller and identified as the Seller's property. Until that time the Buyer shall be entitled to re-sell or use the Goods in the ordinary course of its business provided that the sale is effected in the ordinary course of the Buyer's business at full market value and the Buyer shall account to the Seller for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Buyer and third parties and in the case of tangible proceeds properly stored protected and insured.
- 7.4. If the Goods are prior to sale by the Buyer made up or incorporated in or mixed with other Goods then if they remain separately identifiable the Seller shall retain property and title thereof and if they do not remain separately identifiable the Seller shall become a joint owner of the Goods in or with which the Goods are incorporated or mixed in such proportion as the value of the Goods bears to the value of the goods in which the Goods are so incorporated or mixed.
- 7.5. If the Buyer sells the Goods or the goods in or with which the Goods have been incorporated or mixed the sale shall be on behalf of the Seller as joint owner thereof as the case may be and proceeds of any such sale (or the Seller's share thereof if the sale is of jointly owned

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property) shall be held in trust for the Seller and in a separate identified account.

- 7.6. Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
- 7.7. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller, but if the Buyer does so all monies owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) forthwith become due and payable.
- 7.8. The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.

8. WARRANTIES AND LIABILITIES

- 8.1 Subject to 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 material and workmanship for a period of 12 months from the date of delivery.
- 8.2. The above warranty is given by the Seller subject to the following conditions:
 - 8.2.1. 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;
 - 8.2.2. 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 or any fault arising after risk in the Goods has passed which are caused by any subsequent mechanical, chemical, electrolytic or other damage not due to a defect in the Goods;
 - 8.2.3. the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
 - 8.2.4. 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.
- 8.3. Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 8.4. Any claim by the Buyer which is based on any defect in the quality or condition of the Goods and/or Services or their failure to correspond with the specification shall (whether or not delivery or performance is refused by the Buyer) be notified to the Seller within seven days from the date of delivery or performance 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 or performance is not refused and the Buyer does not notify the Seller accordingly the Buyer shall not be entitled to reject the Goods and/or Services 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 and/or Services had been delivered and/or performed in accordance with the Contract.
- 8.5. Where any valid claim is based on any defect in the quality or condition of the Goods and/or Services or their failure to meet specification is notified to the Seller in accordance with these Conditions, the Seller shall be entitled to replace or re-perform the Goods and/or Services (or the part in question) free of charge or at the Seller's sole discretion refund to the Buyer the price of the Goods and/or Services (or a proportionate part of the price) but the Seller shall have no further liability to the Buyer.
- 8.6. The Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or

damage, any loss of profit, loss of business, economic and/or other similar loss, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Seller, its employees or agents or otherwise and whether such losses are direct, indirect, consequential or otherwise) which arise out of or in connection with the supply of the Goods or Services or their use or resale by the Buyer, except as expressly provided in these Conditions.

- 8.7. The Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, to the Buyer shall not exceed the total price of the Goods and/or Services giving rise to the liability.
- 8.8. Nothing in these Conditions shall exclude or limit the liability of the Seller for death or personal injury due to its negligence or any liability which is due to the Seller's fraud or any other liability which it is not permitted to exclude or limit as a matter of law.
- 8.9. 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. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control, Acts of God, explosion, terrorism, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, import or export regulations or embargoes, strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or its sub-contractor or any third party), difficulties in obtaining raw materials, labour, fuel, parts or machinery and/or power failure or breakdown in machinery used in the manufacture of the Goods.
- 8.10. Nothing in these Conditions shall exclude or limit any statutory rights of the Buyer which may not be excluded or limited due to the Buyer acting as a consumer. Any provisions which would be void under any consumer protection legislation or other legislation shall to that extent, have no force or effect.

9. GENERAL COMPLIANCE

- 9.1 Export Compliance. All shipments hereunder shall at all times be subject to the export control laws and regulations of the United States and any amendments thereto. Buyer agrees that it shall not make any disposition of U.S. origin Goods purchased from Seller, by way of trans-shipment, re-export, diversion or otherwise, other than in and to the ultimate country of destination specified on this Contract or declared as the country of ultimate destination on Seller's invoices, except as said laws and regulations may otherwise expressly permit.
- 9.2 Authorisation to Export. In cases where Seller acts as the direct exporter, Buyer is responsible for obtaining any required license(s) or other governmental authorisation necessary to export, re-export, or transfer the Goods or related technical data (hereinafter "Export Authorisation"). Notwithstanding the foregoing, Seller reserves the right, at its sole discretion, to seek such Export Authorisation on behalf of the Buyer. If Seller elects to seek such Export Authorisation on behalf of the Buyer, it will be based upon mutual agreement between Seller and Buyer, which may include payment of appropriate additional fees or other requirements associated with obtaining necessary Export Authorisations. Buyer agrees to provide to Seller the necessary end-user statements and all other information required in order to obtain Export Authorisation. Seller shall not be liable if any Export Authorisation is delayed, denied, revoked, restricted or not renewed, in which event Buyer's sole and exclusive remedy shall be a refund of any payments which Buyer has made for the Goods minus any and all costs Seller incurred in manufacturing the Goods. Seller shall have the right to determine in its sole discretion whether Export Authorisation is required.
- 9.3 Anti-boycott Compliance. Buyer will not request of Seller information or documentation where the purpose of such request is to support, give effect to or comply with a boycott of any country in contravention

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of the laws or policies of the United States, including but not limited to the Arab League boycott of Israel. Seller hereby rejects any such request by Buyer and will report receipt of any such request to the appropriate U.S. government office, as required by law.

- 9.4 Anti-Corruption and Anti-Bribery Compliance. In relation to any transaction involving Goods that are the subject of any Contract between Seller and Buyer or any technology related thereto, Buyer shall not seek to obtain or retain business or gain any other advantage by making or offering to make any payment of money or by providing or offering to provide anything of value, directly or indirectly, to any official or employee of any governmental authority or instrumentality, or of a public international organisation, or of any agency or subdivision thereof, or to any political party or official thereof or to any candidate for political office with the intent that such official or person will perform their responsibilities improperly or to secure any improper advantage. Buyer warrants that it will comply with the anticorruption and anti-bribery laws and regulations of any country having jurisdiction over Buyer or the transaction involving the Goods that are the subject of this Contract, or any technology related thereto, including without limitation the U.S. Foreign Corrupt Practices Act and any regulations issued thereunder.
- 9.5 Data Protection Compliance. From time to time Seller may transfer data acquired from Buyer for the purpose of carrying out the performance of this Contract with any member of its group (which means subsidiaries, ultimate holding company and its subsidiaries worldwide). The data collected may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for Seller. By Buyer submitting data, Buyer agrees to this transfer, storing or processing. Seller will take reasonable steps necessary to ensure that Buyer's data is treated securely and in accordance with the practices contained in Directive 94/46/EC.
- 9.6 Non-Compliance. In the event that Seller determines, in its sole reasonable discretion, that any compliance provision above has or may have been breached, Buyer shall cooperate fully with Seller's investigation of, and any actions taken by Seller to remedy, said noncompliance. Seller shall not be obligated to sell or provide the affected Goods or technology or take any other action in furtherance of any transaction or agreement to do so while any such investigation is pending, and such suspension or forbearance by Seller shall not constitute breach of any obligation in respect of the transaction to which this Contract applies or otherwise.
- 9.7 Indemnity. Buyer shall defend, indemnify and hold Seller harmless from and against any losses, costs, liabilities, claims, demands or expenses (including without limitation attorneys' and other professional fees, court costs, and settlement costs) arising from or relating to the failure of Buyer, its officers, employees, agents, suppliers, or subcontractors at any tier, to perform any of its obligations under this Section or to otherwise comply with any applicable compliance control, law or regulation.
10. **INDEMNITY**
- 10.1. All intellectual property rights (including without limitation all patents, copyright, design rights (whether registered or unregistered), trade marks (whether registered or unregistered), know-how and other similar rights whether existing now and/or in the future, wherever existing in the world together with the right to apply for protection of the same in the Goods and/or arising from the Services shall be owned by the Seller absolutely and/or licensed to the Seller.
- 10.2. If any claim is made against the Buyer that the Goods and/or Services infringe or that their use or resale infringes the patent copyright design trade mark or other industrial or intellectual property rights of any other person the Seller shall indemnify the Buyer against all loss damages costs and expenses against or incurred by the Buyer in connection with the claim or paid or agreed to be paid by the Buyer in settlement of the claim provided that:
- 10.2.1. The Seller is given full control of any proceedings or negotiations in connection with any such claim;

- 10.2.2. The Buyer shall give the Seller all reasonable assistance for the purposes of any such proceedings or negotiations;
- 10.2.3. 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);
- 10.2.4. 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);
- 10.2.5. 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 or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid to any other party in respect of any such claim; and
- 10.2.6. 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.

11. DEFAULT

- 11.1. If the Buyer:
- 11.1.1. fails to make any payment to the Seller when due;
- 11.1.2. breaches the terms of the Contract and, if the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
- 11.1.3. persistently breaches any one or more terms of the Contract;
- 11.1.4. makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), an encumbrancer takes possession, or a receiver or administrative receiver is appointed, over any of the property or assets of the Buyer or any similar action in another jurisdiction occurs;
- 11.1.5. the Buyer ceases, or threatens to cease, to carry on business; and/or
- 11.1.6. the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and the Seller notifies the Buyer accordingly;

then the Seller shall have the right, without prejudice to any other remedies, to exercise any of all of the rights set out in clause 10.2 below.

- 11.2. If any of the events set out in clause 10.1 above occurs in relation to the Buyer then:
- 11.2.1. the Seller may enter, without prior notice, any premises of the Buyer (or premises of third parties with their consent) where Goods owned by the Seller may be and repossess and dispose of or sell any Goods found which are owned by the Seller so as to discharge any sums due to the Seller under the Contract or any other agreement with the Buyer;
- 11.2.2. the Buyer automatically is no longer entitled to re-sell, use or part with the possession of any Goods owned by the Seller until the Buyer has paid in full all sums due to the Seller under the Contract or any other agreement with the Buyer unless the Seller gives it express written agreement to such use and/or disposal of the Goods;
- 11.2.3. the Seller may withhold delivery of any undelivered Goods and stop any Goods in transit;
- 11.2.4. the Seller may withhold the performance of any Services and cease any Services in progress;
- 11.2.5. the Seller may cancel, terminate and/or suspend without liability to the Buyer any Contract with the Buyer; and/or
- 11.2.6. all monies owed by the Buyer to the Seller shall immediately become due and payable.

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12. GENERAL

- 12.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 12.2. No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.3. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part it shall, to the extent of such invalidity or unenforceability be deemed severable and the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected and shall continue in full force and effect.
- 12.4. The Buyer shall not assign its rights and/or obligations in the contract (or any part) without the prior written consent of the Seller. The Seller is permitted to assign its rights and/or obligations to any successor and/or to any other company in its group.
- 12.5. All third party rights are excluded and no third party shall have any right to enforce the Contract. This shall not apply to members of the Sellers group from time to time who shall, subject to the Seller's consent have the right to enforce the Contract.
- 12.6 The Contract shall be governed by English law. For the avoidance of doubt, the United Nations Convention on the International Sale of Goods shall not apply to the Contract. Each party irrevocably agrees that the competent Courts of England and Wales shall have exclusive jurisdiction to hear all disputes arising in connection with the terms and condition of the Contract.