

# MEGGITT STANDARD GLOBAL TERMS AND CONDITIONS FOR ONLINE SALES

These terms and conditions (together with the Privacy Policy [<https://endevco.com/privacy-policy/>], Cookies Policy [<https://endevco.com/cookie-policy/>] and Website Terms of Use [<https://endevco.com/website-terms-of-use/>]) tells you information about us and the legal terms and conditions (together the “Terms and Conditions”) on which we sell any of the Products to you via this website. For terms and conditions of sale applicable to sales we make which are not made online, please refer to the Standard Terms and Conditions of Sale published at [<https://www.meggitt.com/global-terms-and-conditions-of-sale/>].

Please read the Terms and Conditions carefully and make sure you understand them before ordering any Products from our website. You may print and store a copy of the Terms and Conditions for your records.

Before placing an order via this website you will be asked to agree to the Terms and Conditions. If you refuse to accept these Terms and Conditions, you will not be able to order any Products from our website.

These Terms and Conditions, and any Contract between you and us, are only in the [English] language.

We will amend the Terms and Conditions from time to time. Every time you wish to order Products, please check the Terms and Conditions to ensure you understand the terms which apply at that time.

Please note that to be eligible to purchase Products from our website you must be acting on behalf of a firm, company or corporation (i.e. not acting as a consumer).

## 1. PRELIMINARY INFORMATION

### a. DEFINITIONS

“Buyer” “you” “your” means the, firm, company or corporation who purchases the Product from the Seller.

“Carrier” means the agent or the carrier chosen by the Seller on the Buyer’s behalf who will accept delivery of the Products on behalf of the Buyer and transport the same to the Buyer.

“Contract” means any contract between the Seller and the Buyer for the supply of Products, resulting from the order placed by the Buyer via our website, including but not limited to these Terms and Conditions.

“Contract Confirmation” or “Order Acknowledgement” means written confirmation by the Seller to the Buyer confirming that it has accepted the Buyer’s order for Products.

“Product” means any products, components, goods or materials agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them).

“Seller” “we” “us” “our” means the Meggitt company named on the Order Acknowledgement and/or who offers to supply the Product.

### b. CONTACTING US

If you wish to contact us, our contact details can be found at [<https://endevco.com/contact-us/inquiry/>]. If you wish to give us formal notice of any matter, please see Section 14.

### c. USE OF OUR WEBSITE

Your use of our website is governed by our Website Terms of Use [<https://endevco.com/website-terms-of-use/>].

## 2. ORDER, ACCEPTANCE AND HOW THE CONTRACT IS FORMED

2.1 You confirm that you are eighteen (18) years of age or older.

2.2 You confirm that you have the authority to bind any business on whose behalf you use our website to purchase Products.

2.3 Our website will guide you through the steps you need to place an order with us. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process. You agree to ensure that the terms of your order are complete and accurate before submitting the order to us.

- 2.4 After you place an order, you will receive an e-mail from us acknowledging that we have received your order. Your order has not been accepted and a Contract shall not be formed until we have issued an Order Acknowledgement.
- 2.5 The Seller may in its sole discretion decline any order placed by the Buyer. If we are unable to accept your order, we will inform you of this by e-mail, we will release any pre-authorized funds and we will not process your order.
- 2.6 Minimum order quantities and minimum Contract values, where necessary, may apply at the Seller's discretion.
- 2.7 No change or modification of the Contract shall be allowed after acceptance by the Seller unless we agree in writing.
- 2.8 The Contract is subject to the Terms and Conditions to the exclusion of all other terms and conditions (including any terms and conditions the Buyer purports to apply in any Contract).

### 3. DESCRIPTION AND SPECIFICATION OF THE GOODS

- 3.1 The Product details, part numbers and/or specification of the Product shall be incorporated or set out in the Order Acknowledgement. All other drawings, images, descriptions, weights, dimensions, etc. and advertising provided by the Seller (on our website or otherwise) are issued for illustrative purposes only and the Products may vary from any such indicative size, description or image and do not form part of the Contract.
- 3.2 The Buyer shall determine the suitability of the Products for the Buyer's use and/or application.

### 4. DELIVERY AND ACCEPTANCE

- 4.1 Unless stated otherwise in the Order Acknowledgement the Seller will arrange for the Carrier to transport the Product at the Buyer's risk and cost, and delivery will take place FCA (Incoterms 2010) when the Product is made available to the Carrier at the Seller's facility.
- 4.2 We will notify you of the estimated delivery dates for the Products in the Order Acknowledgement. Delivery dates for the supply of the Product are estimates only and time is not of the essence. The Seller will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Product, nor will any delay entitle the Buyer to terminate or rescind the Contract.
- 4.3 If for any reason the Buyer does not take delivery, or the Seller is unable to deliver the Product on the estimated delivery dates because the Buyer has not provided appropriate instructions, documents, licences, authorisations, etc., then such Product will be deemed to have been delivered and risk shall pass to the Buyer. The Seller may at its option:
  - (a) store such Product until actual delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance); and/or
  - (b) re-allocate or take reasonable steps to sell such Product at the best price readily obtainable (after providing not less than thirty (30) days' prior written notice to the Buyer). The Seller may charge the Buyer for any shortfall below the Contract price or account to the Buyer for any excess (after deducting all reasonable survey, repair, storage and selling expenses); and/or
  - (c) invoice the Buyer for all related costs and expenses incurred by the Seller.
- 4.4 The Buyer shall promptly notify the Carrier of any damage to, loss from or non-receipt of any Product if transportation has been arranged by or on behalf of the Buyer. The Seller shall not be liable for any such damage, loss or non-receipt.
- 4.5 The Seller may, at its option, make partial shipments of Product and invoice the Buyer for each shipment individually in which case each delivery shall constitute a separate Contract. Failure by the Seller to deliver any one or more of the shipments in accordance with these Terms and Conditions or any claim by the Buyer in respect of any one or more shipments shall not entitle the Buyer to terminate the whole Contract or refuse to accept subsequent shipments. The Buyer shall accept any early delivery.
- 4.6 The Buyer will be deemed to have accepted the Product as being in accordance with the Contract, the Seller shall have no liability for any defect and/or failure unless:
  - (a) within fifteen (15) days of the date of delivery of the Product, the Buyer notifies the Seller in writing of any defect apparent upon inspection of the Product to conform with the Contract; or
  - (b) the Buyer notifies the Seller in writing of any failure of the Product to conform to the Contract within a reasonable time where the defect and/or failure would not be so apparent within fifteen (15) days of the date of delivery.
- 4.7 The Buyer shall be responsible for checking that all documentation supplied by the Seller to the Buyer is accurate and free from error. The Seller agrees to remedy any inaccuracies/errors in such documentation provided that the Buyer has notified the Seller of the inaccuracies/errors within thirty (30) days of receipt of the relevant document(s). Beyond such period, the Seller reserves the right to charge an administration fee for any amendments made.

## 5. **PASSING OF RISK AND TITLE**

- 5.1 The risk in Products shall pass to the Buyer on delivery as set forth herein.
- 5.2 Subject to Section 5.4, full legal, beneficial and equitable title to the Products shall remain vested in the Seller (even though they have been delivered and risk has passed to the Buyer) until the Seller gives written notice to the Buyer to pass legal and beneficial ownership of the Products to the Buyer or, if earlier:
- (a) payment for all the Products has been received by the Seller; and
  - (b) all other money payable by the Buyer to the Seller on any other account or under the Contract or any other contract or order has been received by the Seller.
- 5.3 NOT USED.
- 5.4 NOT USED.
- 5.5 The Seller's rights and remedies set forth herein are in addition to and shall not in any way prejudice, limit or restrict any of the Seller's other rights or remedies under the Contract or in law or equity.

## 6. **CONTRACT PRICE**

- 6.1 The prices of the Products and any other costs and charges (as referred to in Section 6.3) will be as quoted on our website at the time you submit your order. Details of applicable delivery charges will be as quoted on our website. Please see Section 6.2 regarding our right to adjust the price.
- 6.2 The Seller reserves the right to adjust prices where necessary before an Order Acknowledgement is issued, notwithstanding the prices stated on the website or otherwise advised to the Buyer. If the Seller adjusts the prices before issuing an Order Acknowledgement then we will contact the Buyer to give the Buyer the option to either cancel or continue with an adjusted order. The revised Contract price in respect of Products and any other additional costs and charges shall be the price that the Seller confirms in the Order Acknowledgement.
- 6.3 Unless stated otherwise on our website, the price for the Product shall be exclusive of any taxes (including sales tax) or levies and the Buyer will pay all costs and charges in relation to packaging (other than standard packaging), loading, unloading, carriage, freight and insurance, together with export and/or import charges or duties, where appropriate.

## 7. **PAYMENT TERMS**

- 7.1 Payment for the Products and other charges must be made net 30 days unless otherwise set forth on our website. We reserve the right to pre-authorise your debit/credit card after you place an order but we will not charge your debit/credit card until we issue an Order Acknowledgement. Payment is made via a secure third party organisation, and we do not access the data they require. Delivery will not be made unless full payment of the Contract price is received by us in cleared funds.
- 7.2 If any sum due from the Buyer to the Seller under any other contract or order is not paid to the Seller, then without prejudice to any other right or remedy available to the Seller, the Seller and any affiliate shall be entitled to cancel or suspend performance of the Contract or any other contract or order placed with the Seller or any affiliate including suspending deliveries of the Product and/or any other goods until arrangements as to payment have been established which are satisfactory to the Seller.

## 8. **WARRANTY**

- 8.1 The Seller warrants that the Products furnished hereunder shall, at the time of delivery, be free from defects in material and workmanship.
- 8.2 The Buyer shall submit to the Seller reasonable written details (on Seller's prescribed form if required) establishing a breach of the warranty set forth above. Unless agreed otherwise by the Seller in writing, the Seller's liability for failure of any Product to comply with the foregoing shall be limited to replacing or repairing that Product found to be defective within 5 years of delivery. Such Product will be repaired or replaced, at the Seller's option, without charge, and re-warranted for the remainder of the original warranty period.
- 8.3 The Seller shall pay all reasonable return packaging and transportation costs of a valid warranty claim. The Seller is not liable for the removal of Products from, or installation of the Product into, any other property to which it may be attached or incorporated.
- 8.4 If requested by the Seller, the Buyer shall promptly deliver back to the Seller any Product and/or materials which have been replaced and legal title to the replaced Product shall re-vest in the Seller.
- 8.5 The Seller's performance of one of the options set out in Section 8.2 shall constitute an entire discharge of the Seller's liability for breach of the warranty at Section 8.1.

- 8.6 For Product that is returned under warranty and is tested and no fault found, the Seller will be entitled to reimbursement from the Buyer for reasonable charges incurred for transportation, testing and evaluation.
- 8.7 For any Product not manufactured by the Seller, the Buyer shall only be entitled to the benefit of any warranty or guarantee given by the manufacturer to the Seller, to the extent that it is assignable by the Seller to the Buyer.
- 8.8 The Seller shall not be liable for a breach of the warranty at Section 8.1 in any of the following circumstances: (i) Products or parts thereof have been modified, altered, installed, used or serviced other than in conformity with the Seller's applicable specifications, manuals, bulletins or written instructions, or which shall have been subjected to improper installation, misuse or neglect; (ii) Products have not been maintained and operated in accordance with the Seller's instructions; (iii) normal wear and tear, willful or accidental damage, harsh environment or experimental running; (iv) Products or parts thereof have been furnished by the Buyer or acquired from others at the Buyer's request and/or to the Buyer's specifications, and any use or incorporation of components not manufactured by or authorized by the Seller in the Products; (v) Products are expendable in nature, such as, but not limited to, diodes, transistors, o-rings, tyres, flexible hoses, seals, igniter plugs or fuses; (vi) Products with a stated shelf life or 'use by' date, if such shelf life has expired or 'use by' date has passed; (vii) tooling purchased or made for the purpose of manufacturing the Products; (viii) the Buyer or its customer fails to afford the Seller a reasonable opportunity to inspect the Products; (ix) the price for Products, or any other goods supplied by the Seller or its affiliates, has not been received in full.
- 8.9 Minor deviations from specifications which do not affect performance of the Products shall not be deemed to constitute defects in materials or workmanship or a failure to comply with the specifications referred to herein. The need for regular overhaul of Products shall not constitute a defect or failure for the purposes of the warranty at Section 8.1.
- 8.10 In relation to any software that may be incorporated into the Products, the Seller gives no warranty that: (i) the functions of the software will meet the Buyer's requirements or will enable it to attain the objectives the Buyer has set for itself, (ii) the software will operate in the combination or environment selected for use by the Buyer, or (iii) the operation of the software will be uninterrupted or free of errors. The Buyer shall be solely responsible for the results produced by the software and ensuring that the results comply with the Buyer's specified requirements.

**8.11 OTHER THAN AS SET OUT IN SECTION 8.1, ALL WARRANTIES, CONDITIONS, TERMS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THE CONTRACT.**

**9. EXCLUSION AND LIMITATION OF LIABILITY**

- 9.1 These terms and conditions set out the entire liability of the Seller (including any liability for the acts or omissions of its sub-contractors) in respect of Products supplied by the Seller and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 9.2 Nothing in these terms and conditions shall exclude or limit the Seller's liability for death or personal injury caused by the Seller's negligence or for fraudulent misrepresentation or for any liability that cannot legally be excluded or limited. ANY LIMITATION OR EXCLUSION OF LIABILITY SHALL APPLY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW.
- 9.3 THE SELLER SHALL NOT BE LIABLE FOR: (1) ANY LOSS OF ANTICIPATED PROFITS, (2) ANY LOSS OF ACTUAL PROFITS, (DIRECT OR INDIRECT), (3) ANY LOSS OF ANTICIPATED SAVINGS, (4) ANY LOSS OF BUSINESS, (5) ANY ECONOMIC LOSS OF WHATEVER NATURE, (6) ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED, (7) ANY LOSS ARISING AS A RESULT OF ANY THIRD PARTY BRINGING A CLAIM OF ANY NATURE WHATSOEVER, AND/OR (8) ANY LOSS RESULTING FROM USE, APPLICATION OF OR RESULTS OBTAINED FROM ANY SOFTWARE INCORPORATED INTO THE PRODUCTS. THE SELLER SHALL NOT BE LIABLE FOR ANY SUCH LOSS WHETHER OR NOT ANY SUCH LOSS OR DAMAGE WAS FORESEEN, DIRECT, FORSEEABLE, KNOWN OR OTHERWISE.
- 9.4 SUBJECT TO SECTION 9.2, THE TOTAL AGGREGATE LIABILITY OF THE SELLER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT WHETHER FOR NEGLIGENCE OR BREACH OF CONTRACT OR ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE PRICE PAID BY THE BUYER FOR THE PRODUCT GIVING RISE TO THE BUYER'S CLAIM. NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS OF THE CONTRACT, THE SELLER SHALL HAVE NO LIABILITY FOR THE USE BY THE BUYER OF COMPONENT PARTS INCLUDING SOFTWARE IN THE PRODUCT WHICH ARE NOT MANUFACTURED BY OR AUTHORISED BY THE SELLER.
- 9.5 The Products are not designed, manufactured or supplied for clinical use and are not approved by the US Food and Drug Administration or other agencies for clinical or medical applications. The Buyer agrees to indemnify and hold the Seller harmless from and against any and all claims, actions, judgments, orders, awards, costs and/or expenses, on account of bodily injury including death and/or property damage sustained by the Buyer, the Buyer's employees and/or third parties which arise out of or in connection with the medical or clinical use of the Products.

**10. SUBCONTRACTING, ASSIGNMENT AND THIRD PARTY RIGHTS**

- 10.1 The Buyer shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of the Seller.

- 10.2 The Seller may assign, charge, subcontract or transfer the Contract or any part of it to any person, including its affiliates, without the consent of the Buyer.
- 10.3 Other than affiliates of the Seller, a person who is not a party to the Contract (including without limitation any employee, officer, agent, representative or sub-contractor of either party) shall not have any right to enforce any term of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the Seller and the Buyer.
- 10.4 Without prejudice to the intention of the parties to give no rights to the third parties under the Contract, any term of the Contract can be varied and the Contract can be cancelled or terminated without the consent of any third party who might benefit from its terms or have enforceable rights under the Contract.

## 11. FORCE MAJEURE

- 11.1 The Seller shall not be in breach of the Contract or otherwise liable to the Buyer for any delay or failure in shipment or delivery of the Products or any other delay or failure to perform its obligations under the Contract due to any cause beyond the reasonable control of the Seller, including, without limitation, war, terrorism, breakdown of plant or machinery, fire, flood, strikes or other labour disturbance, accidents, Act of God, governmental order or requirement, interruption, obsolescence or shortage of materials, transportation facilities or energy supply, or events beyond the reasonable control of its suppliers or subcontractors ("Force Majeure") and the Seller shall be excused from deliveries to the extent that deliveries may be prevented or delayed by the foregoing Force Majeure. During any such Force Majeure, the Seller will endeavour in good faith to allocate deliveries fairly among its buyers but expressly reserves in its discretion, without liability to the Buyer, the final determination of deliveries to be made. If said Force Majeure continues for a continuous period in excess of ninety (90) days the Seller may terminate the Contract without liability by providing written notice to the Buyer.

## 12. CONTRACT CANCELLATION, BREACH OF CONTRACT AND INSOLVENCY

- 12.1 The Buyer may only cancel a Contract (or any part of a Contract) which the Seller has already accepted, with the Seller's prior agreement in writing and provided the Buyer indemnifies the Seller in full in terms established by the Seller. Cancellation charges may apply to such cancellation including but not limited to: (i) any sums which have been paid by the Seller or become payable as a result of the cancellation to its subcontractors and supply chain to procure all or any part of the Products for the Buyer's requirements including all applicable overhead and profit; (ii) the cost of any work, materials and tooling incurred by the Seller, including initial costs, overhead, profit and preparatory expenses allocable thereto, used exclusively by the Seller to supply the Products; (iii) the costs of settling and paying any losses, damages or claims arising out of the termination of work; and (iv) reimbursing any other reasonable and proper sums suffered or incurred by the Seller solely in connection with or resulting from the cancellation of the Contract including without limitation overhead and the profit the Seller would have earned under the Contract.
- 12.2 The Buyer shall be entitled to deduct from any refund owed to the Seller all cancellation charges as referred to in Section 12.1.
- 12.3 In the event (a) the Buyer commits a breach of any of its obligations under the Contract and fails to remedy such breach within a period of fourteen (14) days; or (b) the Buyer fails to make payment under the Contract when due, or suspends payments or is unable to pay its debts as they fall due; or (c) of the institution of any proceedings by or against the Buyer, voluntary or involuntary, in bankruptcy or insolvency or for the appointment of an administrator, administrative receiver, receiver or trustee or an assignee for the benefit of creditors of the business or property of the Buyer; or (d) the Buyer suffers or undergoes an analogous event to that mentioned in Section 12.3(b) and (c) in the country in which the Buyer is established; or (e) the Buyer ceases, or threatens to cease, to carry on business; or (f) the Seller reasonably believes that any of the above events is about to occur in relation to the Buyer, then the Seller shall be entitled to cancel the Contract forthwith by written notice without prejudice to any rights arising prior to said cancellation. The Buyer shall pay cancellation charges as set out in this section.

## 13. EXPORT AND GOVERNMENTAL COMPLIANCE

- 13.1 Each party agrees to comply with all applicable governmental regulations as they relate to the import, export and re-export of information and/or Products and/or Seller property. Without limiting the foregoing, neither the Buyer nor the Seller shall disclose or deliver any information or Products and/or Seller property provided hereunder in any manner contrary to any applicable export or import laws and regulations. The Buyer and the Seller acknowledge that these laws and regulations impose restrictions on import, export and transfer to third countries of certain categories of information and products, and that authorizations/licenses from the applicable regulatory agency may be required before such information and Products and/or Seller property can be disclosed or delivered hereunder, and that such authorizations/licenses may impose further restrictions on use and further disclosure or delivery of such information and Products and/or Seller property.
- 13.2 The Seller shall not be liable for delays or refusals by governmental authorities or other authorities to grant licenses or approvals, nor for suspension or revocation thereof, nor for changes in export classification. The Buyer must deliver requested information, including requested end-user information, necessary for export licenses to be granted and or necessary for the Seller to determine if a license or other type of authorization is required.
- 13.3 In relation to both domestic and international transactions, the Buyer must provide the Seller with export classification information for all information delivered to the Seller in relation to the Contract. Export classification information includes the applicable export control number, the country of origin and, for hardware only, the Harmonized Tariff Code. The Seller will

supply the Buyer with similar export classification information for Products and/or information for which the Seller has design authority. Each Party will promptly notify the other upon a change in classification information.

#### 14. NOTICES

14.1 Any notice to be given under the Contract shall be sufficient if it is in writing, addressed for the attention of the general manager of the other party, or otherwise as directed by each party from time to time, and delivered personally, or via registered or certified mail (postage prepaid with return receipt requested) (with a request for confirmation in a manner typical to the communication types listed previously). Notice shall be deemed sent and received on the date of actual receipt at the other party's principal place of business.

#### 15. INTELLECTUAL PROPERTY RIGHTS

15.1 Any intellectual property and the rights therein (including, without limitation, patents, registered and unregistered designs, trademarks and service marks (registered or not) and copyright and any applications for them) in the Products or in any moulds, tools, designs, drawings, or production data owned by the Seller or created by the Seller in the course of the performance of the Contract or otherwise used in the manufacture of the Products shall remain the Seller's property unless otherwise expressly agreed in writing by the Seller. The Seller grants, on full payment for the Products the non-exclusive right for the Buyer and bona fide purchasers from the Buyer to use, for the operation of the Products for their intended purpose only, (a) any software supplied with, or embedded in, the Products, and (b) technical manuals and instructions relating to operation and maintenance of the Products. The Buyer hereby grants to the Seller, a non-assignable non-exclusive, royalty-free licence to use any intellectual property rights (including, without limitation, patents, registered and unregistered designs, trademarks and service marks (registered or not) and copyright and any applications for them) owned by the Buyer to the extent necessary for the Seller to supply the whole or any part of the Products in accordance with the Contract. Except as expressly stated herein, nothing in the Contract shall be deemed to have given the Buyer a licence or any other right to use any of the intellectual property rights of the Seller unless otherwise expressly agreed in writing by the Seller.

#### 16. CONFIDENTIALITY AND DATA PROTECTION

16.1 The Buyer and the Seller shall each keep confidential and shall not, without the prior written consent of the other, disclose to any third party or otherwise make public the terms or existence of the Contract or any other confidential or sensitive information of the other.

16.2 The Buyer agrees that it will not exhibit the Product or any advertisements or price lists relating to any of the Seller's products or services without the prior written consent of the Seller.

16.3 In relation to any personal data provided or made available to the Buyer by the Seller, the Buyer must (a) process the personal data only in accordance with the Seller's lawful instructions; (b) take appropriate technical and organisational measures against unauthorised or unlawful processing and against accidental loss of the personal data; (c) not disclose the personal data to any party who carries on business outside the European Economic Area (EEA) if the personal data originated in the EEA; and (d) cooperate fully with the Seller to enable the Seller to adequately discharge its responsibility as a data controller including assisting with data subject access requests.

17.1 The Seller will only use the Buyer's personal information in accordance with the Seller's Privacy Policy [<https://endevco.com/cookie-policy/>].

#### 17. ANTI CORRUPTION, ETHICS AND POLICIES

17.1 The Buyer warrants that its directors, employees, agents, representatives, contractors and subcontractors and any other person acting on its behalf will not:

- (i) offer, give or agree to give or receive, request or accept any financial or other advantage of any kind as an inducement or reward for doing or not doing any improper act or for the improper performance of any function associated with the order or the Products; nor
- (ii) act in any way which would constitute an offence by the Buyer or would cause the Seller to commit an offence under any anti-bribery legislation; nor
- (iii) employ any workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, employ any workers under the age of 14; nor
- (iv) fail to comply with applicable anti-slavery legislation.

17.2 If the Buyer breaches any of the above warranties, the Seller shall be entitled to terminate the Contract by written notice with immediate effect. Any termination shall be without prejudice to the accrued rights of the Seller.

17.3 The Buyer shall indemnify and hold harmless the Seller from any loss, damage and expense, including all legal fees, incurred or sustained by the Seller which is caused by or arises as a result of a breach of any of these warranties.

#### 18. GENERAL

18.1 Nothing in the Contract shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

- 18.2 The rights and remedies of the Seller in respect of the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by the Seller nor by any failure of or delay by the Seller in ascertaining or exercising any such rights or remedies. The waiver by the Seller of any breach of the Contract shall not prevent the subsequent enforcement of the Contract and shall not be deemed to be a waiver of any subsequent breach of that or any other terms and conditions.
- 18.3 If at any time any one or more of the terms of the Contract or any part of one or more of the Terms and Conditions is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining terms and conditions of the Contract shall not in any way be affected or impaired as a result of that omission.
- 18.4 The Contract sets out the entire agreement and understanding between the Buyer and the Seller in connection with the sale of the Product and shall supersede and replace all documentation previously issued by the Seller or the Buyer. In case of conflict, these Terms and Conditions take precedence over any other documents referred to in the Contract
- 18.5 Headings are for reference only and shall not affect the interpretation of these terms and conditions.

**19. LAW AND JURISDICTION**

- 19.1 The Contract shall in all respects be construed according to and governed by the laws of the jurisdiction in which the Seller is located, or if the Seller is organised under the laws of a state of the United States of America it shall be governed by the laws of the state of California.
- 19.2 The United Nations Conventions on Contracts for the International Sale of Product 1980 shall not apply to any aspect of this Contract.
- 19.3 All disputes arising out of or in connection with the Contract shall be referred to and resolved by binding arbitration in London under the Rules of the London Court of International Arbitration except for the Seller companies located in the United States of America, for which the binding arbitration shall be administered in Los Angeles County, California by JAMS pursuant to its Streamlined Arbitration Rules and Procedures.
- 19.4 Notwithstanding Section 19.3, the Seller may take proceedings or seek remedies before the courts or any competent authority of any country for (i) interim or injunctive remedies in relation to any breach or threatened breach of this Contract or infringement of its intellectual property rights; or (ii) payment to the Seller of any amount which is overdue.

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