

General Terms and Conditions for Goods

valid from 20 October 2020

1. Basis of contract

- 1.1. The Seller shall supply and the Customer shall purchase the Goods, together with the Services (if applicable), subject to these Conditions, which supersede any other terms which the Customer purports to apply or which are implied by trade, custom or course of dealing.
- 1.2. If the supply of Goods and Services (if applicable) under these General Terms and Conditions is subject to an overarching Supply Agreement, the terms of the Supply Agreement will take precedence.
- 1.3. To the extent there is any conflict or inconsistency between:
 - 1.3.1. the Supply Agreement (if any);
 - 1.3.2. the Confirmation;
 - 1.3.3. any Supplementary Terms;
 - 1.3.4. these Conditions;
 - 1.3.5. any documents referred to in these Conditions; and
 - 1.3.6. the Order,the earlier listed document shall prevail over a latter listed document to the extent of the conflict or inconsistency.
- 1.4. To reflect applicable consumer protection laws and regulations the Customer will have different rights under these terms in relation to certain aspects of the Contract (as specified) depending on whether the Customer is a business or a consumer. The Customer is a consumer if they are an individual or they are buying Goods or Services from the Seller wholly or mainly for their personal use (not for use in connection with their trade, business, craft or profession).

2. Advertising and Promotional Material

Where the Customer is a business, any charges, samples, drawings, advertising, promotional material, descriptions, performance figures or technical data, dimensions, samples, illustrations and similar information or documentation contained in the Seller's website, quotations, published price lists, presentations, catalogues, brochures delivered, published or issued by the Seller or any other general correspondence issued by the Seller prior to the supply of the Goods together with Services (if applicable) are intended merely to present a general introduction to the Goods and Services described and do not form part of the Contract.

Where the Customer is acting as a consumer, the information referred to above is provided as a guide only. Whilst the Seller makes every effort to ensure that the information is accurate and complete, the Seller cannot guarantee this and to the extent permitted by applicable law, the Seller accepts no liability associated with any variations.

3. Quotations, Orders and Specifications

- 3.1. A Quotation is an invitation to order the Goods together with the Services (if applicable) by the Seller. Unless expressly stated otherwise in writing, Quotations are subject to variation or withdrawal by the Seller at any time before the corresponding Order is accepted.
- 3.2. The Customer's Order is an offer to purchase the Goods together with the Services (if applicable) specified in the Quotation or as otherwise promoted for sale by the Seller, subject to these Conditions. The Customer shall ensure that the terms of any Order (including any specification supplied by the Customer) are complete and accurate in all material respects.
- 3.3. No Order for the Goods and Services (if applicable) shall be deemed to be accepted by the Seller unless and until a Confirmation is issued by the Seller (at its discretion) or, if earlier, the Seller takes any material step towards the delivery of the the Goods or the performance of the Services (if applicable) in response to an Order in accordance with these Conditions.
- 3.4. Each Order gives rise to a Contract, and each Contract is separate from each other Contract.
- 3.5. Unless otherwise agreed, no Order may be cancelled by the Customer except with the Seller's written agreement and on terms that:

3.5.1. where the Customer is a business, the Customer shall indemnify the Seller against all Losses incurred by the Seller as a result of the cancellation; and

3.5.2. where the Customer is a consumer, the Customer shall pay the Seller the actual costs that the Seller has reasonably incurred as at the date of the cancellation.

3.6. The Seller reserves the right to make any changes to the Goods and Services (if applicable) which are necessary to comply with any applicable Regulations or safety requirement, or which do not materially affect the nature or quality of the Goods and Services (if applicable).

3.7. Quotations and offers may not be reproduced by the Customer and shall be deemed to be the Seller's Confidential Information.

4. Prices

- 4.1. Prices specified in a Quotation are valid only for the Goods specified in the Quotation or as otherwise agreed in writing.
- 4.2. The Seller shall be entitled to vary Prices from time to time and the updated Price shall apply to all Orders accepted by the Seller after the new Price comes into force.
- 4.3. Unless otherwise stated, Price for the Goods and the Services (if applicable) identified in the Confirmation are exclusive of value added tax (VAT) or other applicable sales tax. VAT or other sales taxes will be applied and will be shown on the invoice at the applicable rate.
- 4.4. The Seller may charge an increased Price when the cost of supplying the Goods and all other work in progress increases for any reason which is beyond the reasonable control of the Seller including, but not limited to, the Seller's increased costs of manufacturing, or where the supply of the Goods or all other work in progress is varied or delayed due to any of the acts or omissions of the Customer, including a failure to supply information or failure to supply information which is accurate in all material respects, delay in approving drawings and specifications or alteration of requirements or otherwise.
- 4.5. The sale by the Seller of the Goods and Services (if applicable) under the Contract is conditional upon the Customer maintaining a satisfactory credit rating as determined by the Seller (at its discretion). The Seller may carry out such credit reference checks in relation to the Customer as the Seller deems necessary. The Seller reserves the right to cancel or suspend the Contract at any time prior to delivery of the Goods or performance of the Services (if applicable) if the Customer has not paid for such Goods and/or Services and the Customer's credit rating declines to a level that is no longer acceptable to the Seller.

5. Payment

- 5.1. Time for payment in respect of the Goods and all other work in progress shall be of the essence and unless otherwise agreed by the Seller in writing and subject always to Condition 5.2, payment shall be made in full and cleared funds to the Seller or its nominee within thirty (30) days' of the invoice date irrespective of the date of delivery.
- 5.2. For new customers, payment will be required in advance to the supply of the Goods and all other work in progress, unless or until otherwise agreed by the Seller in writing.
- 5.3. The currency of payment in respect of the Goods and all other work in progress will be pound sterling unless otherwise stated or agreed.
- 5.4. Where the Customer is a business, the Customer shall pay the Seller interest on overdue amounts in accordance with the UK Late Payment of Commercial Debts (Interest) Act 1998 accruing on a daily basis until payment is made, after, as well as before, judgement.
- 5.5. The Seller may charge the Customer for any pre-trial costs, including without limitation the cost of issuing late payment reminders to the Customer and its legal expenses. In the event of late payment, the Customer is liable for any currency losses with respect to the corresponding Contract incurred between the original due date and the actual date of payment.
- 5.6. Where the Customer is a business, payment may not be refused or delayed by reason of any defect in the Goods and Services (if applicable). The Customer shall make all payments under the

Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

- 5.7. Failure by the Customer to make any payment in respect of the Goods and all other work in progress by the due date for payment in accordance with this Condition 5 shall entitle the Seller to postpone further supplies of the Goods and performance of the Services (if applicable) under the Contract or any other contract with the Customer, or to cancel any such contract with the Customer without penalty and without prejudice to any of the Seller's rights.
- 5.8. If the supply of the Goods and performance of the Services (if applicable) is suspended or terminated for any reason and payment for such Goods is due to the Seller, the Seller may raise an invoice in respect of the Goods delivered and all other work in progress which shall become immediately due and payable by the Customer.

6. Delivery of Goods

- 6.1. Delivery shall comprise making available the Goods for unloading at the Delivery Point or, if the Customer is to collect the Goods, the collection of the Goods by the Customer (or its carrier) as specified in the Confirmation or as may be otherwise agreed between the parties. The Customer shall provide, at its expense, adequate and appropriate equipment and manual labour for loading and offloading any Goods.
- 6.2. The method of delivery shall be as specified in the Confirmation and shall be determined by the Seller in its sole discretion. Where the Confirmation does not stipulate a delivery term, Goods shall be delivered Ex Works (ICC Incoterms 2020).
- 6.3. The Seller shall endeavour to deliver the Goods and perform Services (if applicable) on the date specified in the Confirmation. Unless otherwise stated, dates for delivery and performance (if applicable) are approximate only and the time of delivery and performance (if applicable) is not of the essence.
- 6.4. Unless otherwise agreed between the parties in writing, the Seller may deliver the Goods in instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 6.5. The Customer shall at all times ensure that appropriate environmental conditions are maintained for the Goods and shall take all reasonable steps to ensure that the Goods are appropriately stored and used and handled by or on behalf of the Customer in accordance with the Seller's instructions.

7. Risk and Ownership

- 7.1. Risk of loss or damage to the Goods shall pass to the Customer on delivery in accordance with Condition 7.2.
- 7.2. Risk shall pass to the Customer at the Delivery Point in accordance with the specified Incoterm (if any) or immediately prior to loading or unloading (as applicable) or as otherwise agreed between the parties in writing.
- 7.3. Until ownership of the Goods passes to the Customer in accordance with Condition 7.6, the Customer shall: (i) hold the Goods as the Seller's fiduciary bailee; (ii) keep the Goods separate from all other Goods held by the Customer and readily identifiable as the property of the Seller; (iii) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods; (iv) maintain the Goods in satisfactory condition insured for their full price against all risks from the date of delivery (maintaining the proceeds of insurance on trust for the Seller); (v) notify the Seller immediately if it becomes Insolvent; (vi) give the Seller such information relating to the Goods as the Seller may require; (vii) irrevocably authorise the Seller's employees or other representatives to enter the premises of the Customer where the Goods are stored without notice to recover the Goods and the Customer shall at the request of the Seller procure the right for the Seller, its employees and representatives to enter the premises of any third party where the Goods are stored to recover the Goods.
- 7.4. In order to verify the Customer's compliance with its obligations and to exercise the Seller's rights under these Conditions, employees or agents of the Seller shall be entitled without notice to enter the Customer's premises or such other premises where the Goods are stored. Where the Goods are stored at a premises which is owned by a third party, the Customer shall use all reasonable endeavours to procure entry to such premises by the Seller or its agents in order to exercise the right set out in this Condition 7.

- 7.5. Nothing in this Condition shall give the Customer the right to return Goods to the Seller other than in accordance with Condition 10.
- 7.6. The Goods shall remain the property of the Seller until the Seller has received full payment of the Price for the Goods. Upon receipt by the Seller of the Price for the Goods from the Customer in cleared funds title shall pass to the Customer.
- 7.7. Packaging identified as returnable shall remain the property of the Seller and must be appropriately stored and made available for collection by or on behalf of the Seller on request.

8. Warranties

- 8.1. The Seller warrants to the Customer that the Goods will correspond with the Specification in all material respects at the time of delivery.
- 8.2. The Seller warrants to the Customer that the Services (if applicable) will be performed using reasonable skill and care in accordance with the corresponding Specification (if any).
- 8.3. The Seller shall not be liable under the warranties at Conditions 8.1 and 8.2 if: (i) the Price for the Goods has not been paid by the due date for payment; or (ii) any defect in the Goods arises as a result of any information, drawing, instruction or specification supplied by the Customer.

9. Acceptance, Defects and Remedies relating to the Goods

- 9.1. The Customer shall accept all the Goods which meet the requirements of Condition 8.1.
- 9.2. The Customer shall be deemed to have accepted the Goods where: (i) the Customer asks for or agrees to the repair of the Goods; and/or (ii) the Goods are delivered to a third party; and/or (iii) the Customer has not notified the Seller of a defect or error in relation to the Goods in accordance with Condition 9.3 and 9.4; and/or (iv) the Customer has notified the Seller that it accepts the Goods.
- 9.3. Subject to Condition 9.4, if the defect in respect of the Non-conforming Goods is reasonably apparent on delivery the Customer must provide written notice to the Seller of:
 - 9.3.1. any errors in the quantity of Goods delivered within seventy two (72) hours of delivery; and
 - 9.3.2. any Non-conforming Goods before the sell-by date of the Goods, as specified on the Goods.
- 9.4. Where any defect in respect of Non-conforming Goods is not reasonably apparent on delivery, the Customer must provide written notice to the Seller of the defect within fourteen (14) days of the date on which the Customer became aware of, or ought reasonably to have become aware of the defect.
- 9.5. If the Customer has notified the Seller of a claim in accordance with Conditions 9.3 and 9.4, as applicable, the Goods concerned shall be appropriately stored by the Customer free of charge until the Seller has had an opportunity to arrange for their inspection. If the Seller confirms to the Customer that it has a valid claim in relation to Non-conforming Goods the Seller shall, at its discretion, replace the Non-conforming Goods as soon as reasonably practicable or reimburse the Customer for the Price paid for the affected Goods by credit note. Where the Customer is a consumer, the Seller shall offer a replacement or refund as appropriate in accordance with the Customer's consumer rights. The Customer shall, in accordance with the Seller's instructions, dispose of the Non-conforming Goods responsibly at its own cost or return the Non-conforming Goods to the Seller at the Seller's cost or make such Goods available for collection by or on behalf of the Seller.
- 9.6. The Contract applies to Goods which are replaced under Condition 9.5 as it applies to the Goods and the Seller shall acquire all right, title and interest in and to the original Goods to the extent replaced.
- 9.7. The remedies set forth in this Condition 9 shall be the Customer's sole and exclusive remedy for any Non-conforming Goods supplied by the Seller or failure by the Seller to deliver the Goods and the Seller shall have no further liability to the Customer in respect of the Goods concerned.

10. Limitation of Liability

- 10.1. The following sets out the entire financial liability of the Seller in respect of the following (each being an "Event of Default"): (i) a breach by the Seller of the Contract; and (ii) a tortious act or omission (including negligence), breach of statutory duty,

misrepresentation or misstatement, of the Seller in connection with the Contract.

- 10.2. Where the Customer is a consumer, the Customer has certain legal rights regarding claims in respect of losses caused by the Seller's negligence or failure to carry out the Seller's obligations. Nothing in the Contract is intended to limit the Customer's legal rights available from their local Citizens' Advice Bureau or Trading Standards office.
- 10.3. Nothing in the Contract shall operate to limit or exclude the Seller's liability for death or personal injury caused by its negligence, fraud, fraudulent representation or any other liability to the extent it cannot be excluded or limited by law.
- 10.4. Subject to Condition 10.3 and any specific limitations and exclusions under these Conditions, the Seller's total liability for all Events of Default arising from or in connection with the Contract shall not exceed an amount equal to the total Price payable to the Seller under the applicable Contract.
- 10.5. All warranties, conditions or terms not set out in the Contract and which would otherwise be implied or incorporated into the Contract by statute, common law or otherwise (other than as to title to the Goods) are hereby excluded except to the extent they may not be excluded or limited by law.
- 10.6. Nothing in this Contract shall restrict or limit a party's general obligation at law to mitigate any Loss it may suffer or incur as a result of any event that may give rise to a claim under or in connection with this Contract.
- 10.7. Subject to Condition 10.3, the Customer acknowledges that any recommendations given by the Seller as to the use, application, storage, handling or disposal of the Goods (whether before or after delivery) and the Services (if applicable) in sales or technical literature or in response to an enquiry or otherwise in connection with the Contract (whether in writing, orally or in any other form) are provided in good faith and the Customer shall be responsible for assessing the suitability and appropriateness of such recommendations for itself and the Seller shall not have any liability for such recommendations.
- 10.8. Subject to Condition 10.3, in no event shall the Seller be liable, whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the Contract for (i) loss of profit; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of damage to goodwill; and/or (vii) any consequential or indirect loss, and regardless of whether the loss or damage would arise in the ordinary course of events, is reasonably foreseeable, is in the contemplation of the parties, or otherwise.
- 10.9. The Seller shall have no liability to the Customer for Losses which could have been avoided by the Customer undertaking adequate testing of the Goods upon delivery or prior to installation.
- 10.10. The Customer undertakes that it shall not bring any claim against any individual employee or officer of the Seller in respect of or relating to the Contract.
- 10.11. The Price of the Goods and the Services (if applicable) and all other work in progress is determined on the basis of the exclusions from and limitations of liability contained in these Conditions. The Customer accepts that these exclusions and limitations of liability contained in these Conditions are reasonable because (amongst other matters) the likelihood that otherwise the amount of damages awardable to the Customer against the Seller for certain acts or omissions of Seller may be disproportionately greater than the price of the Goods and the Services (if applicable) and all other work in progress.
- 10.12. Where the Customer is a business, the Customer shall only be entitled to bring a claim against the Seller where the Customer issues legal proceedings against the Seller within the period of six (6) months commencing on the date upon which the Customer ought reasonably to have known of its entitlement to bring a claim.

11. Intellectual Property Rights

- 11.1. All Intellectual Property Rights arising out of or in connection with the Goods and the Services (if applicable) shall belong to the Seller (or its licensor) notwithstanding that any specification may have been prepared in whole or in part by or on behalf of the Customer and, to the extent not otherwise owned by the Seller (or its licensor), the Customer hereby assigns all such right, title and

interest (including all Intellectual Property Rights) in the Goods and the Services (if applicable) and in any specification prepared in whole or in part or on behalf of the Customer to the Seller.

- 11.2. The Customer warrants that any specification or other information provided by or on its behalf for use by the Seller will not infringe the Intellectual Property Rights or other rights of any third party, and the Customer shall indemnify the Seller from and against all and any Losses suffered or incurred by the Seller (or its affiliates) arising out of or in connection with any such infringement or alleged infringement.
- 11.3. The Customer shall, promptly at the Seller's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Seller may from time to time require for the purpose of securing for the Seller the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Seller in accordance with Condition 11.1.

12. Termination

- 12.1. The Seller may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the Customer if: (i) the Customer commits any breach of the Contract and (if capable of remedy) fails to remedy such breach within thirty (30) days after being required by written notice to do so; or (ii) the Customer becomes Insolvent.
- 12.2. The Customer may not, without the prior written agreement of the Seller, terminate the Contract (in whole or in part) or make any variations to the Contract (including, without limitation, as to the quantity or type of the Goods and Services (if applicable)) once the Seller has issued its Confirmation. If any termination or variation is agreed by the Seller, the Seller may vary its prices, timescales and any other terms accordingly and may charge a handling or other fee as it deems appropriate in its sole discretion.
- 12.3. Upon termination of the Contract for whatever reason, the Customer's right to receive the Services (if applicable) shall cease automatically with immediate effect and to the extent not already paid all charges for the Goods and all other work in progress shall become immediately due and payable by the Customer to the Seller.
- 12.4. Termination of the Contract does not affect: (i) the rights or liabilities of the parties which have accrued on or before termination; and (ii) the continuance in force of Conditions 7, 8, 10, 11, 10, 11, 15 and 17 which survive termination of the Contract.

13. Indemnity – this Condition only applies where the Customer is a business.

- 13.1. Except to the extent the Seller may be liable to the Customer under the Contract, the Customer shall indemnify the Seller against all and any Losses incurred by the Seller:
 - 13.1.1. arising in connection with the Seller's use of any information, instructions, specifications, materials or products supplied by the Customer to the Seller in respect of the Goods and the Services (if applicable);
 - 13.1.2. toward a third party arising out of or in connection with the Goods supplied by the Seller or their operation or use, or the performance of or use of the Services (if applicable), and whether arising by reason of the negligence of the Seller or otherwise (including any claims by customers of the Customer);
 - 13.1.3. as a consequence of the Customer's delay, breach or other failure to perform any of its obligations under the Contract; and/or
 - 13.1.4. as a result of or in connection with any act, failure to act or omission of the Customer which causes the Seller to be in breach or delay or otherwise fail to perform its own obligations under any agreement it has entered into with the Customer in connection with the Goods, the Services, the Contract or otherwise.

14. Anti-bribery

- 14.1. The Customer represents, warrants and undertakes that it shall:
 - 14.1.1. comply with all applicable Regulations relating to anti-corruption, anti-trust, anti-money laundering, anti-bribery (including but not limited to the Bribery Act 2010) or any other criminal laws relating to the activities contemplated

by the Contract or any other agreement with the Seller ("**Relevant Requirements**");

- 14.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
- 14.1.3. have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.

15. Notices

Any notice required to be given by either party hereunder shall be made in writing (which shall include, for the avoidance of doubt, by e-mail). Where written notice is to be sent by post, it shall be dispatched to a party by first class registered or recorded delivery post at the respective registered office addresses of the relevant party (or another address as notified to each party in writing) as stated in these documents and promptly confirmed by written notice. Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been received on the fifth (5th) Business Day after the day of posting. Any notice sent by fax shall be deemed to have been delivered upon receipt of the hard copy.

16. Force Majeure

The Seller shall have no liability if it is delayed, prevented or hindered in performing its obligations under the Contract due to circumstances beyond its reasonable control including, without limitation, acts of God, breakages of machinery, shortages of materials or utilities, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

17. Confidentiality

- 17.1. Each party undertakes to the other in relation to the Confidential Information of the other (i) to keep confidential all Confidential Information; (ii) not to disclose Confidential Information without the other's prior written consent to any other person except those of its employees who have a need to know the Confidential Information; (iii) not to use Confidential Information except for the purposes of exercising its rights or performing its obligations under this Contract and, in particular, not use Confidential Information to obtain a commercial, trading or any other advantage; and (iv) to keep separate from all other information all Confidential Information in its possession and control.
- 17.2. The Customer shall not use the Confidential Information of the Seller to make or have made any goods which are similar to the Goods or to enable the performance of services that are similar to the Services.
- 17.3. The provisions of Condition 17.1 shall not apply to Confidential Information to the extent that it is or was (i) already in the possession of the other free of any duty of confidentiality on the date of its disclosure; (ii) in the public domain other than as a result of a breach of Condition 17.1; or (iii) required to be disclosed pursuant to any law, regulation or the rules of any recognised exchange on which the securities of a party are or are to be listed, or in connection with proceedings before a court of competent jurisdiction or under any court order or for the purpose of receiving legal advice, in each case to the extent and for the purpose of that disclosure.
- 17.4. Each party acknowledges that Confidential Information is valuable and that damages might not be an adequate remedy for any breach of this Condition 17 and accordingly a party will be entitled, without proof of special damage, to an injunction and other equitable relief for any actual or threatened breach of this Condition 17.
- 17.5. The provisions of this Condition 18 shall continue after the end of Contract.

18. Entire Agreement

- 18.1. The entire agreement between the parties for the supply of the Goods and the Services (if applicable) consists of the documents referred to in Condition 1.3.
- 18.2. Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any

representation or warranty that is not expressly set out in the Contract. Nothing in this Condition shall operate to exclude or limit the liability of a party for fraudulent misrepresentation.

19. General

- 19.1. Any member of the Seller's group of companies may perform any of the Seller's obligations (in whole or in part) or exercise any of its rights (in whole or in part) by itself or through any other member of its group.
- 19.2. Except as provided pursuant to and in accordance with Condition 19.6, the Contract is personal to the Customer and the Customer shall not assign or transfer to any other person any of its rights or obligations under the Contract without the prior written consent of the Seller.
- 19.3. The Seller may assign, transfer or sub-contract all or any of its rights and obligations under the Contract to any other person without the consent of the Customer.
- 19.4. No failure or delay by the Seller in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by the Seller of any breach of the Contract by the Customer shall be effective unless in writing signed by a duly authorised officer of the Seller and shall not in any event be considered as a waiver of any subsequent breach of the same or any other provision.
- 19.5. If any provision of these terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected.
- 19.6. Except as provided by these Conditions, a person who is not a party to the Contract has no rights to enforce any term of the Contract.
- 19.7. The rights of the Customer under the Contract are the Customer's only rights relating to the subject matter of the Contract, and are to the exclusion of any other legal rights other than the right to claim damages for breach of contract which is not otherwise excluded by the Contract.
- 19.8. Except as otherwise provided by these Conditions, the parties will each bear their own costs and expenses incurred in respect of compliance with their obligations under the Contract.

20. Governing law and jurisdiction

The Contract is subject to the laws of England and the exclusive jurisdiction of its courts. Nothing in these Conditions shall limit the right of the Seller to, at its discretion, take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

21. Definitions and interpretations

- 21.1. In these Conditions, unless the context otherwise requires, the following definitions apply:-

"Business Day"	Monday to Friday excluding public holidays in England and "Business Days" shall be construed accordingly;
"Conditions"	these terms and conditions and any special conditions included in a Confirmation or which may otherwise be agreed in writing between the parties;
"Confidential Information"	with respect to the Customer or the Seller, all information (including know-how) and trade secrets relating to its business or customers which come into the possession of another party pursuant to the Contract, in any form;
"Confirmation"	an acknowledgement of an Order issued in writing by the Seller to the Customer;
"Contract"	includes, as the context requires, an agreement for the supply of Goods and Services (if applicable) established between the Seller and the Customer in accordance with these Conditions;
"Customer"	the Customer identified in the Quotation and the Confirmation;

"Delivery Point(s)"	such location (or locations) for the delivery of the Goods as is specified in the Confirmation, or such other location as the parties may agree in writing;	"Regulations"	are not new; all legislation, and all rules or regulations of any kind, including orders, instructions or directions of a competent authority, and all related official guidance, whether enacted or enforced by any competent authority with whose decision or determination it is Good Industry Practice to comply;
"Event of Default"	has the meaning given in Condition 10.1;	"Services"	such technical, advisory or other ancillary or after-sales services (if any) under or in connection with the Contract as may be referred to in the Confirmation or otherwise agreed in writing by the Seller or which the Seller may otherwise perform;
"Good Industry Practice"	in relation to any undertaking in any circumstances, the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person in the same or similar circumstances;	"Specification"	the specification of the Goods and the Services (if any) referred to in a Confirmation or otherwise identified by the Seller in writing;
"Goods"	the goods (including any packaging, components or parts) identified in a Confirmation;	"Suspension Request"	has the meaning set out in Condition Error! Reference source not found. ;
"Insolvent"	means an event where any one of the following occurs in relation to a party: (i) any step or action is taken, any notice, document, petition or application is filed at court, or any resolution is passed, in connection with that party entering administration, a moratorium, provisional liquidation, a company voluntary arrangement, an arrangement under Part 26A of the Companies Act 2006 or any other composition or arrangement with its creditors (other than in relation to a solvent restructuring), bankruptcy, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring) or having a receiver appointed over any of its assets; (ii) an event similar or analogous to those listed in a) above occurs under the law of any jurisdiction of a party; or (iii) a party suspends or threatens to suspend, or ceases, or threatens to cease, to carry on all or a substantial part of its business.	"Supplementary Terms"	any additional terms and conditions applicable to the Goods and the Services (if any), which are referred to or set out in a Confirmation or which are provided to the Customer by the Seller;
"Intellectual Property Rights"	means any and all patents, trade marks, business names, copyright, moral rights, database rights, rights in designs, rights in inventions, and any and all other intellectual property rights, whether or not registered or capable of registration and whether subsisting anywhere in the world and including all applications and rights to apply for any of them together with all or any associated goodwill;	"Seller"	Silvermoor Limited, a company incorporated and registered in England and Wales under company number 05473714 whose registered VAT number is 859684162 and whose registered office is at Ava Lodge, Castle Terrace, Berwick Upon Tweed, Northumberland, TD15 1NP, being the supplier of the Goods and the Services (if applicable) under the Contract;
"Loss"	means all loss, damage, claims, cost and expense;	"Supply Agreement"	means a long term agreement which covers the supply or distribution of the Goods and Services (if applicable);
"Non-conforming Goods"	Goods which do not comply with Condition 8.1;	"VAT"	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax or other applicable sales tax; and
"Non-confirming Services"	Services which do not comply with Condition 8.2;	21.2.	References to: (i) a statutory provision includes a reference to any modification, consolidation or re-enactment or replacement of the provision from time to time in force and all subordinate instruments, orders or regulations made under it; (ii) "includes" or "including" shall be construed without limitation to the generality of the preceding words; (iii) "writing" means a method of reproducing words in a legible and non-transitory form, including e-mail; (iv) "indemnify" means to indemnify on demand and hold harmless on an after tax basis; (v) the singular includes the plural and vice versa; (vi) one gender includes all genders; (vii) any document (including the Contract) shall be construed as a reference to that document as amended from time to time.
"Order"	means an order, for the purchase of the Goods and if applicable Services (if any) submitted by the Customer and accepted by the Seller in accordance with Conditions 3.3;	21.3.	Any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended or re-enacted on or after IP completion day as defined in section 39 of the European Union (Withdrawal Agreement) Act 2020.
"Price"	the price of the Goods and Services (if any) stated in the Confirmation or as may otherwise be agreed in writing between the Customer and the Seller and any other sums due and payable under the Contract;	21.4.	Condition headings do not affect their interpretation
"Quotation"	a quotation provided by the Seller to the Customer in relation to Goods and Services (if applicable);		
"Recycled Materials"	parts or Goods that are used or reconditioned and		