

## STANDARD TERMS AND CONDITIONS FOR SALE OF GOODS

### 1. INTERPRETATION

1.1. In these Conditions the following words have the following meanings:

|                                       |   |
|---------------------------------------|---|
| <b>“Conditions”</b>                   | the standard terms and conditions of sale as set out in this document and as amended from time to time in accordance with Condition 2.4;  |
| <b>“Contract”</b>                     | the Order and the Supplier’s acceptance of the Order;   |
| <b>“Goods”</b>                        | any goods agreed in the Contract to be supplied to the Purchaser by the Supplier (including any part or parts of them);   |
| <b>“Indebtedness”</b>                 | any obligation to pay or repay money (whether present or future, actual or contingent, joint or sole);  |
| <b>“Intellectual Property Rights”</b> | any and all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world; |
| <b>“Losses”</b>                       | losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis);  |
| <b>“Order”</b>                        | the Purchaser’s order for the Goods, as set out in the Purchaser’s order form;  |
| <b>“Price”</b>                        | has the meaning given to it in Condition 8.1;   |
| <b>“Purchaser”</b>                    | the person(s), firm or company from whom the Order is received by the Supplier;   |
| <b>“Specification”</b>                | any specification for the Goods that is supplied by the Supplier to the Customer or agreed in writing by the Supplier;  |
| <b>“Supplier”</b>                     | Scanwel Limited registered in England and Wales (company number 01182653) whose registered office is at Unit 15 Enterprise Park, Bala, Gwynedd, Wales, LL23 7NL;  |
| <b>“Supplier Materials”</b>           | any documents or other materials, and any data or other information provided by the Supplier relating to the Goods;   |
| <b>“Website”</b>                      | <a href="https://www.scanwel.co.uk/">https://www.scanwel.co.uk/</a> ; and   |
| <b>“Working Day”</b>                  | a day (other than a Saturday, a Sunday or a public holiday in England) on which banks in London are open for business.  |

1.2. In these Conditions (except where the context otherwise requires):

1.2.1. words in the singular include the plural and vice versa and reference to any gender includes the others;

1.2.2. reference to “a person” includes a natural person, company or unincorporated body (whether or not having separate legal personality);

- 1.2.3. a reference to "company" includes any company, corporation or other body corporate, wherever and however incorporated or established;
  - 1.2.4. references to legislation are to that legislation as amended, extended or re-enacted from time to time;
  - 1.2.5. a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
  - 1.2.6. any words following the terms "including", "include", "in particular" or any similar terms shall be construed as illustrative only and shall not limit the sense of the words preceding those terms; and
  - 1.2.7. a reference to "writing" or "written" includes email.
- 1.3. Headings are for convenience only and shall not affect the interpretation of these Conditions.
- 1.4. The Contract shall be binding upon, and enure to the benefit of, the parties and their respective personal representatives, successors and permitted assignees, and references to any party shall include that party's personal representatives, successors and permitted assignees.

## **2. APPLICATION OF THESE CONDITIONS**

- 2.1. These Conditions are the only conditions upon which the Supplier is prepared to deal with the Purchaser and they shall govern the Contract to the entire exclusion of all other terms and conditions.
- 2.2. No terms or conditions (other than these Conditions) endorsed upon, delivered with or contained in the Order, confirmation of order or other document (whether or not any such document is referred to in the Contract) or any other terms that the Purchaser seeks to impose or incorporate will form part of the Contract.
- 2.3. All conditions (other than these Conditions), warranties and other statements whatsoever that would otherwise be implied or imposed by statute, common law, trade custom or practice, a course of dealing or otherwise howsoever are (save for the conditions implied by section 12 of the Sale of Goods Act 1979) excluded from the Contract to the fullest extent permitted by law.
- 2.4. These Conditions apply to all the Supplier's sales of Goods and any variation to these Conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of the Supplier.
- 2.5. Each Order shall be deemed to be an offer by the Purchaser to purchase Goods subject to these Conditions.
- 2.6. No Order shall be deemed to be accepted by the Supplier until the Supplier gives written notice of acceptance of the Order or (if earlier) the Supplier delivers the Goods to the Purchaser.
- 2.7. The Purchaser must ensure that the terms of its Order and any applicable Specification are complete and accurate.
- 2.8. Any quotation by the Supplier shall not constitute an offer and is given on the basis that no contract will come into existence until the Purchaser places an Order and the Supplier accepts that Order in accordance with Condition 2.6. Any quotation is valid for the period stated on that quotation or if a period is not stated, thirty (30) days from its date, during which period the Purchaser may place an Order based on that quotation, provided that the Supplier has not previously withdrawn it.
- 2.9. The Supplier shall not be obliged to accept any Order.
- 2.10. Once an Order has been accepted by the Supplier, such Order may not be cancelled by the Purchaser except with the prior written consent of the Supplier and on the condition that the Purchaser shall indemnify the Supplier in full in and hold it harmless on demand from and against any and all Losses suffered or incurred (including the cost of all labour and materials used) by the Supplier or for which the Supplier may become liable arising out of or in connection with the cancellation.
- 2.11. Exchange or return of Goods will only be accepted with the Supplier's prior written consent and on the condition that the Purchaser shall deliver at its cost the Goods to the location specified by the Seller.
- 2.12. The Supplier may, without incurring any liability to the Purchaser, cancel any Orders that it has accepted at any time before delivery of the Goods.
- 2.13. The Contract constitutes the entire agreement and understanding between the parties.
- 2.14. The Purchaser acknowledges that it has not relied on, and shall have no remedy in respect of, any statement, representation, assurance, warranty or understanding made or given by or on behalf of the Supplier (whether innocently or negligently) which is not expressly set out in the Contract. The Purchaser shall not have any claim for

innocent or negligent misrepresentation based upon any statement, representation, assurance or warranty in the Contract.

### **3. DESCRIPTION**

- 3.1. The description of the Goods shall be as set out on the Supplier's Website or in the Supplier's quotation as modified by any Specification.
- 3.2. The Supplier may amend any Specification if required by any applicable statute or regulation, following which the applicable Specification shall be that as so amended.
- 3.3. All samples, drawings, descriptive matter, specifications and advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced solely to describe the Goods approximately and do not form part of the Contract.

### **4. QUALITY**

- 4.1. The Supplier warrants that insofar as they have been manufactured by the Supplier (subject to the other provisions of these Conditions and unless otherwise specified in the Supplier's quotation), upon delivery, the Goods will:
  - 4.1.1. be free from material defects in materials and workmanship;
  - 4.1.2. conform in all material respects with their description in any applicable Specification;
- 4.2. The Supplier shall not be liable for a breach of warranty under in Condition 4.1 unless the Purchaser gives written notice of the breach to the Supplier, and (if the defect is as a result of damage in transit), to the carrier:
  - 4.2.1. in the case of a defect that is apparent on normal visual inspection, within five (5) Working Days of delivery; and
  - 4.2.2. in the case of a latent defect, within a reasonable time after the latent defect becomes apparent and in any event, within one month of delivery; and
  - 4.2.3. the Supplier is given a reasonable opportunity after receiving the notice under Conditions 4.2.1 or 4.2.2 to examine such Goods and the Purchaser (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Purchaser's expense for the examination to take place there.
- 4.3. The Supplier shall not be liable for a breach of warranty under Condition 4.1:
  - 4.3.1. if the Purchaser makes any further use of such Goods after giving notice under Condition 4.2;
  - 4.3.2. if the defect arises because (i) the Purchaser failed to follow any instructions from the Supplier (written or otherwise) as to the storage, installation, commissioning, use or maintenance of such Goods or (if none were given) failed to comply with good trade practice; or (ii) of chemical or electrolytic influences or other reasons beyond the Supplier's reasonable control;
  - 4.3.3. if the Purchaser alters or repairs such Goods without the written consent of the Supplier;
  - 4.3.4. if the defect arises from the Supplier following any design, drawing, diagram, specification or other technical instruction provided by the Purchaser;
  - 4.3.5. if the defect arises through wilful damage or the Purchaser's negligence;
  - 4.3.6. in respect of fair wear and tear; or
  - 4.3.7. if the total price has not been paid by the due date for payment;
- 4.4. Subject to Conditions 4.2 and 4.3, if any of the Goods do not conform with any of the warranties in Condition 4.1 the Supplier shall at its option repair or replace such Goods (or the defective part) or refund the Price (or a pro-rated amount of the Price if not all the Goods are defective) provided that, if the Supplier so requests, the Purchaser shall, at the Purchaser's expense, return the Goods or such of the Goods as are defective to the Supplier.
- 4.5. If the Supplier complies with Condition 4.4 it shall have no further liability for a breach of any of the warranties in Condition 4.1.
- 4.6. This Condition 4 shall apply in respect of any repaired or replacement Goods for any unexpired part of the 12 month period referred to in Condition 4.1.

- 4.7. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are excluded from the Contract to the fullest extent permitted by law.
- 4.8. Where the Supplier is not the manufacturer of the Goods, the Supplier will endeavour to transfer to the Purchaser the benefit of any warranty or guarantee given to the Supplier.

## **5. DELIVERY**

- 5.1. Unless otherwise agreed in writing by the Supplier, delivery of the Goods shall take place at such location as specified in the Order or such other location as the parties may agree, at any time after the Supplier gives the Purchaser notice that the Goods are ready for delivery.
- 5.2. The Purchaser will provide at its expense at the location for delivery determined under Condition 5.1 adequate and appropriate equipment and manual labour for loading the Goods and shall provide all requisite instructions, documents, licences and authorisations required for or relevant to the delivery of the Goods to enable delivery to take place.
- 5.3. Delivery of the Goods shall be complete when the Goods have arrived at the location for delivery determined under Condition 5.1.
- 5.4. Any dates specified by the Supplier for delivery of the Goods are intended to be an estimate only and time for delivery is not of the essence. If no dates are so specified, delivery will be within a reasonable time.
- 5.5. The Supplier shall not be liable for any delay in delivery of the Goods caused by the Purchaser failing to comply with Condition 5.2 or any other Condition.
- 5.6. If for any reason the Purchaser fails to take or accept delivery of any of the Goods within the period of seven (7) days after the Supplier has given the Purchaser notice that they are ready for delivery (or if the Supplier is unable to deliver the Goods within that period because the Purchaser has not complied with Condition 5.2 or any other Condition):
  - 5.6.1. completion of delivery of the Goods will be deemed to have taken place at 9.00am on the next Working Day following the expiry of that period;
  - 5.6.2. the Goods shall be at the risk of the Purchaser from the time specified in Condition 5.6.1;
  - 5.6.3. without prejudice to any other rights or remedies it may have, including its rights under Condition 5.6.4, the Supplier may store the Goods until actual delivery and the Purchaser will be liable for all related costs and expenses (including for storage and insurance); and
  - 5.6.4. without prejudice to any other rights or remedies it may have, if the Purchaser has not taken or accepted delivery of those Goods within seven (7) days from the time specified in Condition 5.6.1, the Supplier may resell or otherwise dispose of part or all of those Goods.
- 5.7. The Supplier may require the Purchaser to return (at the Purchaser's expense) any packaging materials and, if so, the Supplier shall state such requirement on a delivery note accompanying the delivery of the Goods and the Purchaser shall make such packaging materials available for collection at such times as the Supplier shall reasonably request.
- 5.8. If the Supplier delivers to the Purchaser a quantity of Goods less than the quantity ordered, unless such shortfall is notified to the Supplier in writing within 9 days from the date of delivery, the Purchaser shall not be entitled to object to or reject the Goods or any of them by reason of the shortfall and shall pay for all the Goods delivered (including any such excess) and the Price shall be adjusted pro-rata.
- 5.9. The Company may deliver the Goods by instalments and each instalment shall be treated as a separate Contract so that failure to deliver, or any defect in, one or more instalment shall not entitle the Purchaser to reject the other instalments.
- 5.10. If the Purchaser resells any of the Goods in any packaging other than the packaging in which the Goods were delivered to the Purchaser, the Purchaser shall indemnify and keep indemnified the Supplier in full and hold it harmless on demand from and against any and all Losses suffered or incurred by the Supplier or for which the Supplier may become liable arising out of or in connection with any claim made against the Supplier in connection to the Purchaser's packaging.

## **6. NON-DELIVERY**

- 6.1. The quantity of any consignment of Goods as recorded by the Supplier upon despatch from the Supplier shall be conclusive evidence of the quantity received by the Purchaser on delivery unless the Purchaser can provide conclusive evidence proving the contrary.

6.2. The Supplier shall not be liable for any non-delivery of the Goods caused by the Purchaser failing to comply with Condition 5.2 or any other Condition.

6.3. Any liability of the Supplier for non-delivery of the Goods shall be limited to replacing within a reasonable time, or issuing a credit note against any invoice raised for, any such Goods that were not delivered.

## **7. RISK AND OWNERSHIP**

7.1. The Goods shall be at the risk of the Purchaser from completion of delivery.

7.2. Ownership of the Goods shall not pass to the Purchaser until the Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:

7.2.1. the Goods; and

7.2.2. all other sums which are, or which become, due to the Supplier from the Purchaser on any account.

7.3. From completion of delivery until ownership of the Goods has passed to the Purchaser, the Purchaser must:

7.3.1. hold the Goods as the Supplier's bailee on a fiduciary basis;

7.3.2. store the Goods (at no cost to the Supplier) separately from all other goods of or in the possession of the Purchaser in such a way that they remain readily identifiable as the property of the Supplier;

7.3.3. not destroy, deface, remove or obscure any identifying mark or packaging on or relating to the Goods;

7.3.4. maintain the Goods in satisfactory condition;

7.3.5. keep the Goods insured on the Supplier's behalf for the full Price against all risks to the reasonable satisfaction of the Supplier and on request produce to the Supplier the policy of insurance;

7.3.6. hold the proceeds of the insurance referred to in Condition 7.3.5 on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account;

7.3.7. inform the Supplier immediately if there occurs, or if the Supplier knows there is about to occur, any of the events referred to in Condition 12.2; and

7.3.8. give the Supplier such information relating to the Goods as the Supplier may from time to time require.

7.4. The Purchaser may resell the Goods before ownership has passed to it solely on the following conditions:

7.4.1. any sale shall be a bona fide transaction on arm's length terms; and

7.4.2. any such sale shall be a sale of the Supplier's property on the Purchaser's own behalf and the Purchaser shall deal as principal when making such a sale.

7.5. If, before ownership of the Goods has passed to the Purchaser in accordance with Condition 7.2:

7.5.1. there occurs any of the events referred to in Condition 12.2; or

7.5.2. the Supplier reasonably believes that any of the events referred to in Condition 12.2 is about to occur; or

7.5.3. the Purchaser fails to observe or perform any of its obligations under the Contract or any other contract between the Purchaser and the Supplier; or

7.5.4. the Purchaser encumbers or in any way charges any of the Goods,

the Supplier may, subject to Condition 7.6 and without limiting any other rights or remedies it may have, give notice to the Purchaser requiring it promptly to deliver up the Goods, failing which the Supplier may enter any premises of the Purchaser or of any third party where the Goods are held for the purpose of recovering the Goods.

7.6. The Supplier shall not be entitled to give notice under Condition 7.5 in respect of such of the Goods as have been resold in accordance with Condition 7.4 or irrevocably incorporated into another product.

7.7. The Supplier shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Supplier.

7.8. The Purchaser grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Purchaser's right to possession has terminated, to recover them.

## **8. PRICE**

8.1. Unless otherwise agreed by the Supplier in writing, and subject to Condition 8.2, the price for the Goods ("**Price**") shall be the price set out in the Order accepted by the Supplier, or, if no price is set out in the Order, the price as advised by the Supplier on the date of completion (or deemed completion) of delivery.

8.2. The Supplier may, by notice to the Purchaser, increase the Price to reflect any increase in the cost of the Goods due to:

8.2.1. any request by the Purchaser to change the delivery date, quantity, Specification or type of Goods ordered;

8.2.2. any delay arising from the inaccuracy or inadequacy of, or failure to provide, requisite instructions or information reasonably required from the Purchaser by the Supplier to perform its obligations under the Contract; or

8.2.3. any increase in respect of:

a) any tariff, duty, levy, impost or other charge or fee levied on the Supplier in connection with the import, export, storage, transportation or supply of the Goods or otherwise in connection with its performance of these Conditions;

b) the cost to the Supplier of complying with applicable laws in its performance of these Conditions;

c) the cost to the Supplier of purchasing goods, materials and labour where such cost is incurred by the Supplier in a currency other than Pounds Sterling;

d) changes in raw material and component costs.

8.3. The Price shall be exclusive of all costs or charges in relation to loading, unloading, packaging, carriage and insurance, all of which amounts the Purchaser will pay in addition when it is due to pay for the Goods.

8.4. The Price is stated exclusive of value added tax ("VAT"), which shall be added at the prevailing rate as applicable and paid by the Purchaser following delivery of a valid VAT invoice.

## **9. PAYMENT**

9.1. The Supplier may invoice the Purchaser for the Goods:

9.1.1 where the Purchaser has an existing account with the Supplier, on or at any time following completion (or deemed completion) of delivery; or

9.1.2 where the Purchaser does not have an existing account with the Supplier, at any time following the Supplier's written acceptance of the Order.

9.2. The Purchaser shall pay the invoice in full within thirty (30) days of the date of invoice.

9.3. Time for payment shall be of the essence.

9.4. No payment shall be deemed to have been received until the Supplier has received cash or cleared funds.

9.5. All amounts payable to the Supplier under the Contract shall become due immediately upon termination of the Contract despite any other provision.

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

9.7. Without prejudice to any other right or remedy, the Supplier reserves the right to set off any amount owing at any time from the Purchaser to the Supplier against any amount payable by the Supplier to the Purchaser.

9.8. The Supplier shall be entitled to claim interest on the late payment of any amount properly due to the Supplier under the Contract accruing on a daily basis from the due date for payment until payment is made in full, both before and after any judgment, at a rate equal to the rate of statutory interest prescribed for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time.

- 9.9. To the extent that it does not exercise its right to claim interest under Condition 9.8, the Supplier reserves the right to claim interest and fixed sum compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

## **10. LIMITATION OF LIABILITY**

- 10.1. Subject to Condition 4, the following provisions of this Condition 10 set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation or otherwise howsoever.
- 10.2. Nothing in these Conditions shall limit or exclude the liability or remedy of either party:
- 10.2.1. for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
  - 10.2.2. for fraud or fraudulent misrepresentation;
  - 10.2.3. for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979;
  - 10.2.4. arising in respect of a defective product by virtue of the Consumer Protection Act 1987; or
  - 10.2.5. for any act, omission or matter, liability for which may not be legally excluded or limited.
- 10.3. Subject to Condition 10.2:
- 10.3.1. the Supplier's total liability to the Purchaser under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever shall in no circumstances exceed 100 % of the Price; and
  - 10.3.2. the Supplier shall not have any liability to the Purchaser, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever, for any loss of profit, loss of business, depletion of goodwill or any indirect or consequential loss whatsoever arising out of or in connection with the Contract.

## **11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1. All rights, including any copyright or other Intellectual Property Rights, in any Supplier Materials shall, unless otherwise agreed in writing between the Purchaser and the Supplier, belong to the Supplier, subject only to a licence in favour of the Purchaser to use the Supplier Materials for the purposes of receiving the Goods.
- 11.2. If the Goods are to be manufactured to a Specification provided by the Purchaser, the Purchaser shall indemnify and keep indemnified the Supplier in full and hold it harmless on demand from and against any and all Losses suffered or incurred by the Supplier or for which the Supplier may become liable arising out of or in connection with any claim made against the Supplier for alleged or actual infringement of a third party's Intellectual Property Rights in connection with the Supplier's use of such Specification and this Condition 11.2 shall survive termination of the Contract.

## **12. PURCHASER CAPACITY AND SOLVENCY**

- 12.1. If there occurs any of the events referred to in Condition 12.2, or the Supplier reasonably believes that any of the events referred to in Condition 12.2 is about to occur, the Supplier may give notice to the Purchaser, following which, without limiting any other rights or remedies it may have:
- 12.1.1. it may, without incurring any liability to the Purchaser, cancel or suspend any further deliveries under the Contract or under any other contract with the Purchaser;
  - 12.1.2. all outstanding amounts in respect of Goods the delivery of which is complete (or deemed to be complete) shall become immediately due; and
  - 12.1.3. it may, without incurring any liability to the Purchaser, by notice to the Purchaser, terminate the Contract.
- 12.2. For the purposes of Conditions 7.3.7, 7.5.1, 7.5.2 and 12.1, the relevant events are:
- 12.2.1. the Purchaser is in the reasonable belief of the Supplier, or is deemed to be, insolvent or unable or (being an individual) is deemed to have no reasonable prospect of being able (or admits its inability) to pay its debts as they fall due or stops or suspends payment of any of its debts (or (being a partnership) has any partner to whom any of the foregoing apply;

- 12.2.2. any of the Purchaser's Indebtedness is not paid in full when due or becomes due (or could be declared due) before its stated maturity because of default;
- 12.2.3. any expropriation, attachment, sequestration, distress, execution, enforcement of security or other legal process is levied, enforced or sued out on or against, or affects, any of the Purchaser's assets and is not discharged or stayed within twenty one (21) days;
- 12.2.4. the Purchaser begins negotiations, or enters into, or gives notice of any intention to enter into, any composition or arrangement, with one or more of its creditors in order to reschedule any of its indebtedness because of actual or anticipated financial difficulties including, but not limited to, giving notice of a meeting of creditors for the purpose of considering a proposal for a company voluntary arrangement or (being an individual) an individual voluntary arrangement;
- 12.2.5. a moratorium is declared, or in any event comes into existence, over any of the Purchaser's Indebtedness;
- 12.2.6. any petition is presented, application made, resolution proposed, notice of meeting given or other action, proceedings, procedure or step taken whether by the Purchaser or any third party for, or which may lead to:
- a) the suspension of payments, winding up, dissolution, administration, receiverships (whether administrative or otherwise) or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Purchaser;
  - b) the appointment of a liquidator (both provisional and following a winding up), receiver (including a fixed charge receiver), administrative receiver, administrator, nominee supervisor, compulsory manager or other similar officer in respect of the Purchaser or any of its assets; or
  - c) (where the Purchaser is an individual) bankruptcy, an individual voluntary arrangement or debt relief order;
- 12.2.7. any event similar to any of those set out in Conditions 12.2.1 to 12.2.6 occurs in relation to the Purchaser (including in any jurisdiction to which it is subject);
- 12.2.8. the Purchaser suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business;
- 12.2.9. the Purchaser (being an individual) dies or, by reason of illness or incapacity (whether mental or physical) is incapable of managing his own affairs or becomes a patient under any mental health legislation; or
- 12.2.10. the financial position of the Purchaser deteriorates to such an extent that in the reasonable opinion of the Supplier the capability of the Purchaser adequately to fulfil its obligations under the Contract has been placed in jeopardy.
- 12.3. On termination of the Contract or any part of it for any reason, the Purchaser shall immediately return to the Supplier all Supplier Materials. If the Supplier fails to do so the Supplier may (without limiting any other rights and remedies it may have) enter the Purchaser's premises and take possession of them. Until they have been returned or repossessed, the Purchaser shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 12.4. The termination of the Contract for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the Supplier and the Purchaser existing at termination.
- 12.5. Such of these Conditions which expressly or by implication are intended to come into or remain in force on or after the termination of the Contract shall remain in full force and effect.
- 13. ASSIGNMENT**
- 13.1. The Supplier may assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent.
- 13.2. The Purchaser shall not be entitled to assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract, without the prior written consent of the Supplier.
- 14. FORCE MAJEURE**
- 14.1. If either party is delayed or prevented in the performance of any of its obligations under the Contract by an event, circumstance or cause beyond its reasonable control which, by its nature, could not have been foreseen or, if foreseeable, was unavoidable, (including war or other armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, national or international emergency or calamity, strikes, lock-outs or other industrial disputes, (whether involving its own workforce or any third party's), failure of energy supply, disruption to transport,

malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of buildings or other structures, fires, floods, storms, earthquakes, natural disasters, extreme adverse weather conditions, other acts of God, loss at sea, epidemics or pandemics (whether or not declared as such by the World Health Organisation) or similar events and default of suppliers or sub-contractors caused by any such event), any material increase in cost of performance of obligations under these Conditions and any change in law resulting from any Force Majeure event whatsoever whether or not it is one listed expressly in this Condition 14.1 and whether or not such change was foreseeable, that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation.

- 14.2. If the performance of any of the Supplier's obligations under the Contract are delayed or prevented as described in Condition 14.1 for a continuous period of one (1) month, the Supplier may terminate the Contract, without liability to the Purchaser, by giving notice to the Purchaser.

## 15. COMMUNICATIONS

- 15.1. Any communication between the parties about the Contract shall be in writing, in English, and delivered personally, sent by pre-paid registered post or recorded delivery (or pre-paid registered air mail if overseas) or by email:

15.1.1. (in the case of communications to the Supplier) to its registered office or if by email, to [sales@scanwel.co.uk](mailto:sales@scanwel.co.uk) and [accounts@scanwel.co.uk](mailto:accounts@scanwel.co.uk) or such address or email address as shall be notified to the Purchaser by the Supplier; or

15.1.2. (in the case of communications to the Purchaser) to its registered office (if it is a company) or (in any other case) to any address of the Purchaser set out in any document which forms part of the Contract or to such other address or email address as shall be notified to the Supplier by the Purchaser.

- 15.2. Communications shall be deemed to have been received:

15.2.1 if delivered personally, at the time of delivery to the address;

15.2.2 if sent by pre-paid registered post or recorded delivery, 48 hours after posting;

15.2.3 if sent by pre-paid registered airmail, at 9.00am on the fifth Working Day after posting; and

15.2.4 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Condition 15.2.4, business hours means 9.00am to 5.00pm on a Working Day.

- 15.3. Communications addressed to the Supplier shall be marked for the attention of the Managing Director.

- 15.4. This Condition 15 does not apply to the service of any proceedings or other documents in any legal action or any arbitration or other method of dispute resolution.

## 16. GENERAL

- 16.1. The Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the parties. The Purchaser shall not have, nor represent that it has, any authority to make or enter into any commitments on the Supplier's behalf or otherwise bind the Supplier in any way.

- 16.2. The rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law. Any right or remedy expressly included in any provision of these Conditions (or the exercise thereof) shall not be considered as limiting the Supplier's rights or remedies under any other provision of these Conditions (or the exercise thereof).

- 16.3. If any provision, or part of a provision, of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a "void provision") such invalidity, illegality or unenforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.

- 16.4. No provision of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.

- 16.5. A failure to exercise, or delay in exercising a right, power or remedy provided to the Supplier by these Conditions or by law does not constitute a waiver of that, or any other, right, power or remedy and shall not (and nor shall any single or partial exercise of any such right, power or remedy) preclude the further exercise of that, or any other, right, power or remedy.
- 16.6. Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Purchaser will only be effective if in writing and will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.
- 16.7. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such matter.