

Standard Terms and Conditions of Sale of Goods

1. Interpretation

1.1 Definitions:

(a) **Affiliate** means any undertaking or person controlling, controlled by or under common control with a Party, where "control" means the direct or indirect ownership of more than fifty percent (50%) of the voting securities or equivalent.

(b) **Buyer** means any legal body or person entering a contract with the Seller for the purchase of any goods.

(c) **Confidential Information** means all non-public information of a Party disclosed in connection with the Contract, including pricing, technical data, and customer information.

(d) **Contract** means the contract for sale of goods formed upon Seller's acceptance of an Order, as evidenced by an Order Confirmation.

(e) **Dispatch** means the loading of Goods onto a vehicle at the Seller's premises for onward transit to a location specified in the Order Confirmation whether such Goods are being delivered to such other location by the Seller or the same are being collected by the Buyer so that delivery takes place simultaneously with such loading.

(f) **Goods** means the goods (or any part of them) set out in any Order or Order Confirmation.

(g) **Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and rights in domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

(h) **Order** means an order for Goods submitted by the Buyer including the Buyer's acceptance of a quotation in each case subject to acceptance by the Seller.

(i) **Order Confirmation** means a written confirmation by the Seller that it accepts an Order and will deliver the Goods referred to in the Order Confirmation on these Terms and on the basis set out in the Order Confirmation.

(j) **Seller** means BATT CABLES LIMITED, registered in England and Wales with company number 17071188.

(k) **Terms** means these terms and conditions of sale of goods.

1.2 Interpretation:

(a) Unless otherwise defined in these Terms, any expression used in these Terms will have the meaning given to it by the relevant Order Confirmation.

(b) A person includes a natural person, corporate or unincorporated body (whether having separate legal personality or not).

(c) A reference to a party includes its personal representatives, successors and permitted assigns.

(d) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

2. Basis of Contract

2.1 The Goods are intended for purchase by businesses and, therefore, the Seller assumes that the Buyer is purchasing Goods for business and commercial purposes and use. The Seller does not intend to and does not knowingly sell to any person dealing as consumer.

2.2 These Terms apply to all sales of goods by the Seller to the Buyer to the exclusion of all and any other terms and conditions including any which the Buyer may seek to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing. The Contract, together with the Order Confirmation when applicable, the Batt Cable price list as amended monthly and any agreed exhibits, expressly prevails over any terms and conditions of the Buyer. Incorporation of these Terms must be explicit, referenced by date/version, and attached as an exhibit where applicable.

2.3 All orders for Goods will be deemed to be an offer by the Buyer to purchase goods pursuant to these Terms. An Order will only be

deemed to be accepted when the Seller issues an Order Confirmation, at which point the Contract will come into existence.

2.4 Acceptance or delivery of Goods is conclusive evidence of the Buyer's acceptance of these Terms.

2.5 No variation to these Terms is valid unless confirmed in writing by the Seller.

2.6 These Terms together with the relevant Order Confirmation set out the entire agreement between the parties in relation to the supply of the Goods to the Buyer and supersede all prior discussions between the parties or their representatives. Accordingly, the Buyer confirms that unless contained in these Terms or the Order Confirmation, the Buyer places no reliance upon any oral or written statement, representation, or warranty of any kind.

2.7 The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any of the Buyer's documents that is inconsistent with these Terms.

2.8 A quotation for Goods, issued by the Seller will not constitute an offer. A quotation will be valid for the period stated therein or when no period is so stated, then for seven (7) days from the date of the quotation.

3. Price

3.1 All prices are expressed in pounds sterling (GBP). Unless stated otherwise in the Order Confirmation, the Price includes standard transport to a UK mainland address, standard transit insurance, and non-returnable (disposable) packaging. Reusable packaging (including wooden drums) is not included in the Price and will be invoiced separately if not returned in accordance with clause 6. The Price excludes VAT, which will be due at the rate applicable on the date of the Seller's VAT invoice.

3.2 Prices are communicated to the Buyer from time to time via the Seller's price list, quotation or Order Confirmation. The Seller reserves the right to amend prices at any time to reflect fluctuations in its costs, including raw material, energy and logistics costs. If the Buyer does not accept a price increase notified by the Seller before Dispatch, the Buyer may cancel the affected Order within five (5) Business Days of notification, without further liability to either party.

3.3 Where the Buyer requests special transportation, special packaging, or delivery to a non-standard location, these will be subject to a separate quotation and will be invoiced in addition to the Price.

4. Payment

4.1 The Seller may invoice the Buyer for the Goods on or at any time after delivery.

4.2 Unless otherwise agreed in writing, the Price will be payable in full within thirty (30) days from the invoice date, and will be paid without deduction or set off, by bank transfer to the account details specified on the Seller's invoice.

4.3 Without prejudice to any other right or remedy, the Seller reserves the right to claim interest and compensation on overdue amounts under the Late Payment of Commercial Debts (Interest) Act 1998, as amended from time to time, and at the statutory rate applicable thereunder. Such interest shall accrue daily from the due date until actual payment. The Seller's right to claim interest is in addition to its right to: (i) require the Buyer to pay for subsequent orders in advance; (ii) reduce payment terms for future orders; (iii) suspend performance under this Contract; or (iv) terminate this Contract and seek recovery through appropriate legal channels, each exercisable at the Seller's discretion if overdue amounts are not settled within seven (7) days of written notice. The Buyer shall be liable for all reasonable costs of collection, including legal fees.

4.4 Without prejudice to any other rights of the Seller, if any payment from the Buyer is overdue under this Contract or any other contract, agreement or arrangement between the parties, the Seller may at its option suspend, terminate or cancel this and/or such other contract.

4.5 If at any time the Buyer is in default of any of these Terms of this or any other contract between the Seller and the Buyer, particularly failure to pay any accounts due by the correct dates, all monies payable by the Buyer under all contracts will immediately become due.

5. Delivery

5.1 The Seller will use reasonable endeavours to meet any delivery dates quoted, promised or requested but time is not of the essence in relation to delivery or any other of the Seller's obligations under the Contract and the Seller will not be liable for any delay. The Buyer will be bound to accept delivery and to pay for Goods in full:-

5.2 Unless the Buyer has requested to collect the Goods from the Seller's premises, the Seller will arrange for carriage of the Goods to the Buyer's address or any other location stated on the Order Confirmation. The Buyer will make all arrangements necessary to take immediate delivery of the Goods whenever they are tendered for delivery.

5.3 Unless the Buyer has opted to collect the Goods, delivery will be completed on the completion of unloading of the Goods at the location to which they are to be delivered as provided in clause 5.2. If the Buyer has opted to collect the Goods, delivery will be completed when all Goods are loaded onto the Buyer's vehicle(s) at the Seller's premises or any other location specified in the Order Confirmation.

5.4 The Seller may deliver the Goods in instalments. Each instalment will be invoiced and paid for in accordance with the provisions of the Contract.

5.5 The Seller operates a tolerance margin of +/- 5% on all orders unless otherwise specified in writing. This tolerance shall be applied when determining whether an order has been fulfilled in full and is necessary given the inherent characteristics of the Goods. Any variation to the applicable tolerance margin shall be defined by the Seller and notified to the Buyer in writing from time to time.

5.6 The Seller may charge additionally for any special delivery requirements requested by the Buyer, including but not limited to timed or out-of-hours delivery, delivery to non-standard locations, or use of specialist vehicles or equipment. Any such additional charge will be agreed in writing before Dispatch or, if not agreed in advance, invoiced at cost.

5.7 The Buyer shall comply with the Seller's Handling Recommendations as set out in the Seller's Handling Recommendation document, as amended and reissued by the Seller from time to time upon delivery.

6. Packaging

The Seller has put in place a system for the recycling and reuse of packaging materials, including wooden drums and reels. Where Goods are supplied on reusable packaging (including wooden drums), the cost of such packaging is not included in the Price. The Buyer shall return reusable packaging to the Seller promptly and in good condition, to the address or via the collection process specified by the Seller from time to time (including via <https://battcables.com/about/cable-drum-collection/>). Any reusable packaging not returned within sixty (60) days of delivery, or within thirty (30) days of contract end where applicable, will be invoiced to the Buyer at the Seller's then-current replacement value, payable within the Seller's standard payment terms.

7. Late Shipment due to Inspection or Shipping Not Within the Control of the Seller

Where the Seller has given appropriate notice that Goods are available for inspection and/or shipping, then if a delay occurs in inspecting and/or shipping through no fault of the Seller, the Buyer will pay against invoice for the value of the Goods held awaiting inspection and/or shipping.

8. Damage or Loss in Transit

8.1 As provided in clause 10.1, risk in the Goods will pass in accordance with the Incoterm specified in the relevant Order as applicable to the Goods and responsibility for damage or loss in transit will rest with the relevant party accordingly.

8.2 If the Buyer has not received Goods within seven (7) days of Dispatch, advice or invoice (whichever is earlier) the Buyer will inform the Seller immediately in writing or by email.

8.3 If the Buyer fails to comply with the provisions of clause 8.2, the Buyer will be liable to pay for the Goods which are the subject of the contract as though they had been delivered in full.

9. Fitness for Purpose, Technical Advice and Specifications

9.1 The Seller does not warrant or give any assurance of any kind that the Goods are or will be fit for any particular purpose whether known or communicated to the Seller or not. The Buyer will determine the fitness for purpose of the Goods for the Buyer's intended use and assume all risk and liability in this respect.

9.2 The Seller does not and will not offer advice to the Buyer in relation to the Goods, their use, application or fitness for any purpose.

9.3 The Seller is not responsible for the consequences of any inadequacies, inaccuracies or other deficiencies in any drawing, specification or other information provided by the Buyer to the Seller.

10. Title of Goods and Risk

10.1 Risk in the Goods will pass in accordance with the Incoterm specified in the relevant Order as applicable to the Goods.

10.2 Title in the Goods will not pass to the Buyer until the earlier of:

(a) the Seller receiving payment in full (in cash or cleared funds) for the Goods and any other goods that the Seller has supplied to the Buyer in respect of which payment has become due; and

(b) the resale by the Buyer of the Goods, when title in the Goods will pass to the Buyer at the time specified in clause 10.4.

10.3 Until title in the Goods has passed to the Buyer, the Buyer will:

(a) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(d) notify the Seller immediately if it becomes subject to any of the events listed in clause 17.1(b) to clause 17.1(d); and

(e) give the Seller such information as the Seller may reasonably require from time to time relating to: (i) the Goods; and (ii) the ongoing financial position of the Buyer.

10.4 Subject to clause 10.5, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Seller receives payment for the Goods. However, if the Buyer resells the Goods before that time: (a) it does so as principal and not as the Seller's agent; and (b) title in the Goods will pass from the Seller to the Buyer immediately before the time at which resale by the Buyer occurs.

10.5 At any time before title in the Goods passes to the Buyer, the Seller may: (a) by notice in writing, terminate the Buyer's right under clause 10.4 to resell the Goods or use them in the ordinary course of its business; and (b) require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

10.6 Nothing in this clause 10 prevents the Seller from claiming the Price even though title has not passed to the Buyer.

11. Quality, Inspection and Alleged Defects

11.1 The Goods will be manufactured and supplied in accordance with any description contained in the Seller's catalogue or Order Confirmation and manufactured in accordance with all applicable British or ISO Standards which relate specifically to the Goods or to such other standards and/or certification requirements as are set out on the Order Confirmation.

11.2 The Seller may from time to time make changes in the specification of the Goods as required to comply with any applicable safety or statutory requirements or which do not materially affect the quality of the Goods.

11.3 The Buyer will take delivery of the Goods tendered notwithstanding that the quantity so delivered is more or less than the quantity referred to in the Order Confirmation provided that the discrepancy in quantity does not exceed five percent (5%). The Price will be adjusted pro rata to any such discrepancy so that the Buyer is charged and pays for the quantity of Goods effectively delivered.

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11.4 The Buyer will inspect the Goods on delivery and will, within five (5) business days of delivery, notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with description. The Buyer will afford the Seller an opportunity to inspect any Goods in respect of which it makes any such allegation within a reasonable time following delivery and before any use is made of them. If the Buyer does not comply with this clause 11.4, the Goods will be conclusively presumed to be in accordance with the Contract and free from any defect or damage which would be apparent on reasonable examination. Accordingly, the Buyer will be deemed to have accepted the Goods.

11.5 Unless the Buyer requests a copy of the proof of delivery within seven (7) days of Dispatch of the Goods, the Seller will have no obligation to provide the same.

11.6 The Seller warrants that the Goods will match any description set out in the Order Confirmation and will remain of satisfactory quality for twelve (12) months from the date of their Dispatch, to the extent the Goods are used within their intended shelf life and handled in accordance with the Seller Handling Recommendations as amended and reissued by the Seller from time to time. If the Goods are not in accordance with this warranty for any reason other than damage in transit (for which the Seller is not liable per clause 8.1) the Buyer's sole remedy will be limited to the Seller making good any shortage or, at the Seller's election, by refunding a proportionate part of the Price save that the Seller's maximum liability will be limited to 20% of the price of the Goods.

12. Limitation of Liability

12.1 The limits and exclusions in this clause 12 reflect the insurance cover the Seller has been able to arrange, and the Buyer is responsible for making its own arrangements for the insurance of any excess risk or liability in respect of which it wishes to be covered or protected.

12.2 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; and (d) defective products under the Consumer Protection Act 1987.

12.4 Subject to clause 12.3, the Seller's total liability to the Buyer will not exceed the price paid for the Goods excluding value added tax.

12.5 Subject to clause 12.3, neither Party shall be liable to the other for any indirect, punitive, special, incidental, or consequential damages, howsoever arising, including but not limited to:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

This exclusion shall apply even if the party has been previously advised of the possibility of such damage, and even if any exclusive remedy provided for fails its essential purpose. A contributory negligence defence shall be available to the Seller where the Buyer's actions or omissions contribute to the loss.

12.6 Subject only to clause 12.3, the Seller will have no liability for any claim of whatever nature in relation to the Goods or a Contract unless the Buyer notifies the Seller thereof within twelve (12) months after Dispatch.

12.7 Save as otherwise provided in these Terms all warranties whether implied by statute or otherwise are excluded from the contract if nothing in these Terms will restrict or exclude liability for death or personal injury caused by the negligence of the Seller or affect the statutory rights of a Buyer dealing as consumer.

12.8 This clause 12 will survive termination of the Contract.

13. Intellectual Property Rights

13.1 All Intellectual Property Rights in or relating to the Goods, the Seller's catalogues, drawings, datasheets, samples and websites remain the sole

property of the Seller (or the relevant manufacturer or third party). No licence is granted to the Buyer other than the right to use the Goods for their intended purpose.

13.2 Buyer's indemnity. Where the Goods are made or modified to a specification supplied by the Buyer, the Buyer indemnifies the Seller against all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising from any actual or alleged infringement of any third-party Intellectual Property Right resulting from the Seller's use of that Specification.

13.3 The Seller warrants that the sale of the Goods does not infringe any third-party copyright. If the Goods (other than those made to the Buyer's Specification) infringe a third-party Intellectual Property Right valid in the United Kingdom, the Seller may at its option and expense:

- (a) modify or replace the Goods in a manner that does not constitute an infringement.
- (b) procure for the Buyer the right to continue to use the Goods; or
- (c) refund the Price (against return of the Goods).

13.4 The remedies in clause 13.3 are the Seller's sole liability for infringement of third-party Intellectual Property Rights.

14. Confidentiality

14.1 Each party shall receive and maintain in confidence all Confidential Information of the other party. Confidential Information shall not be disclosed to any third party without the prior written consent of the disclosing party, except to the extent required by law, regulation or court order, or where such information enters the public domain through no fault of the receiving party.

14.2 Confidential Information shall only be disclosed to employees, agents or subcontractors of the receiving party on a strict need-to-know basis and subject to equivalent confidentiality obligations.

14.3 This obligation of confidentiality shall survive termination or expiry of the Contract for a period of three (3) years.

15. Data Protection

15.1 Each party will comply with its obligations under the UK General Data Protection Regulation, the Data Protection Act 2018, and any successor or replacement legislation (the "Data Protection Laws") when processing personal data in connection with a Contract.

15.2 The parties acknowledge that, in the ordinary course, each is an independent data controller of personal data it processes about the other's personnel for purposes of administering the relationship (such as contact details and order history). Where any further data-processing arrangement is required, the parties will enter into a written data-processing agreement.

15.3 The Seller's privacy notice (available at <https://battcables.com/privacy-policy/>) sets out how the Seller processes personal data. The Buyer is responsible for ensuring its personnel are made aware of the contents of that notice.

16. Cancellation

16.1 Seller's Right to Cancel: The Seller may cancel the contract at any time before the Goods are delivered by notifying the Buyer in writing. Upon providing such notice, the Seller shall repay to the Buyer all sums paid in respect of the Price. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation beyond its obligation to make such repayment.

16.2 Buyer's Right to Cancel: Buyer may cancel the contract at any time before the Goods are delivered by notifying the Seller in writing. The Seller shall be entitled to invoice the Buyer for all costs incurred, and, where applicable, the 25% rehandling charge on any cut cable, special stock, or non-resalable Goods.

17. Termination

17.1 Without limiting its other rights or remedies, the Seller may terminate a Contract with immediate effect by giving notice to the Buyer if:

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(a) the Buyer commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of being notified to do so;

(b) the Buyer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

(c) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(d) the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

17.2 Without limiting its other rights or remedies, the Seller may suspend supply of the Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in clause 17.1(b) to clause 17.1(d), or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.

17.3 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment.

17.4 On termination of the Contract for any reason the Buyer will immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Seller will submit an invoice, which will be payable by the Buyer immediately on receipt.

17.5 Termination of the Contract, however arising, will not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

17.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract will remain in full force and effect.

18. General Provisions

18.1 Force Majeure. The Seller will not be liable if it is unable to deliver any Goods or fulfil any other of its obligations by reason of a Force Majeure Event. For the purposes of this clause 18.1, a Force Majeure Event means any circumstance beyond the Seller's reasonable control including (but without limitation) act of God, war, strike, lockouts, industrial disputes, epidemic, pandemic, fire, explosion, failure of the Seller's sources of supply, shortage or delay in obtaining fuel supplies, interruption of transport, government action. Force Majeure shall not include: fuel price spikes, market disruptions, driver or labour shortages within the party's own organization, equipment failures, or subcontractor defaults. The party invoking Force Majeure must notify the other party within five (5) business days of the event's occurrence, with documentary evidence. If a Force Majeure Event persists for more than thirty (30) consecutive days, either party may terminate the Contract on fifteen (15) days' written notice. In such case, the Seller shall retain payment for Goods already dispatched and may invoice for Goods under production.

18.2 Change of Control. Either party shall promptly notify the other of any anticipated or completed change of control (defined as acquisition of more than fifty percent (50%) of shares, merger, asset acquisition, or transfer of controlling interest). The non-affected party shall have sixty (60) days from notification to elect to: (i) continue the Contract; (ii) renegotiate terms; or (iii) terminate without penalty. In case of termination following a change of control, the Seller shall be entitled to invoice for all Goods produced, under production, and committed raw materials.

18.3 Assignment and Other Dealings

(a) The Seller may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

(b) The Buyer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all its rights or obligations under the Contract without the Seller's written consent. Any such assignment or transfer without such written consent shall be null and void and of no force or effect.

18.4 Notices

(a) Any notice given to a party under or in connection with the Contract will be in writing and will be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case), or by email with confirmation of receipt.

(b) Any notice will be deemed to have been received: (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the

second Business Day after posting; or (iii) if sent by email, at the time of transmission, provided a delivery or read receipt is obtained.

(c) This clause 18.4 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.5 Third Party Rights

(a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

(b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

18.6 Waiver

(a) A waiver of any right or remedy is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy.

(b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy will not waive that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy.

18.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted, the parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18.8 Each party will comply with all applicable laws in performing the Contract, including (without limitation) the Bribery Act 2010, the Modern Slavery Act 2015, applicable export controls and sanctions, and applicable health and safety legislation. The Buyer must not export or re-export the Goods in breach of any applicable sanctions or export-control regime.

18.9 Where the parties enter a written contract, it may be executed in counterparts, each of which is an original and which together constitute one and the same instrument. Simple electronic signatures are valid and binding.

18.10 Dispute resolution. The parties will, in good faith, seek to resolve any dispute arising out of or in connection with a contract by direct negotiation between senior representatives within thirty (30) days of either party giving written notice of the dispute.

19. Governing Law

These Conditions and all contracts to which they apply will in all respects be governed by and construed in accordance with the Law of England and Wales and be subject to the exclusive jurisdiction of the Courts of England and Wales. Both parties hereby waive the right to assert the lack of personal or subject matter jurisdiction or improper venue in connection with any such proceedings.

These Terms and Conditions of Sale are effective as of May 2026 and supersede all previous versions.