

1 Basis of Contract and Price

- 1.1 The definitions and rules of interpretation in clause 14 apply in these terms.
- 1.2 These terms apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.3 Your Order constitutes an offer by you to purchase Goods in accordance with these terms. You are responsible for ensuring that the terms of your Order and any applicable Specification are complete and accurate.
- 1.4 Your Order will only be deemed to be accepted when we issue a written acceptance of the Order, at which point the Contract will come into existence. Our written acceptance of your Order will confirm the price of the Goods.
- 1.5 You waive any right you might otherwise have to rely on any term endorsed upon, delivered with or contained in any of your documents that is inconsistent with these terms.
- 1.6 Any samples, drawings, descriptive matter or advertising produced by us and any descriptions or illustrations contained in our catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They will not form part of the Contract nor have any contractual force. More particularly, the provision of a sample by us is for information only and will in no way be taken to imply any warranty or condition as to the quality, merchantability, fitness for purpose, suitability or other properties of the Goods.
- 1.7 The price of the Goods excludes:
- 1.7.1 amounts in respect of value added tax (VAT), which you will additionally be liable to pay to us at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - 1.7.2 the costs and charges of packaging, insurance and transport of the Goods, which will be invoiced to you.
- 1.8 Any quotation given by us will not constitute an offer and may be withdrawn or amended at any time. All quotations are subject to the availability of and cost to us of Goods.
- 1.9 We may, by giving notice to you at any time before delivery/collection, adjust the price of the Goods to reflect:
- 1.9.1 any factor beyond our reasonable control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 1.9.2 any request by you to change the delivery/collection date(s), quantities or types of Goods ordered, or the Specification; or
 - 1.9.3 any delay caused by any of your instructions or your failure to give us adequate or accurate information or instructions.
- 1.10 The Goods are as described in the Specification.
- 1.11 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by you, you will indemnify us and keep us indemnified against all liabilities, costs, expenses, damages and losses (including all direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and all other reasonable professional costs and expenses) suffered or incurred by us in connection with any claim made against us for:
- 1.11.1 actual or alleged infringement of a third party's intellectual property rights arising out of or in connection our use of the Specification;
 - 1.11.2 personal injury, loss or damage to property arising from the use of the Goods except to the extent that such injury, loss or damage is attributable to our negligence the negligence of our employees or agents.
- 1.12 Clause 1.11 will survive termination of the Contract.
- 1.13 We reserve the right to amend the Specification of the Goods if required to comply with or ensure the Goods comply with any applicable statutory or regulatory requirements. Notwithstanding any such change, you must accept and pay for the Goods in accordance with these terms provided that we have accepted your order pursuant to clause 1.4 before the change to the Specification takes effect.

1.14 Subject to clause 13.9, any advice or recommendations given by us or our employees or agents relating to the suitability of the Goods is supplied in good faith but you must satisfy yourself that the Goods are suitable for the intended purpose.

2 Delivery and Collection

2.1 We reserve the right at any time to refuse to make delivery of the Goods if in our sole opinion:

2.1.1 the storage and offloading facilities proposed are unsafe or inadequate;

2.1.2 it would be unsafe, unlawful, unreasonably difficult or dangerous to deliver the Goods; or

2.1.3 the delivery location (or the access to it) is unsuitable or unsafe for the delivery vehicle.

2.2 All reasonable costs incurred by us attempting to make delivery in the circumstances outlined in clauses 2.1.1 to 2.1.3 (inclusive) will be for your account. Delivery of the Goods by us or our delivery agent will in no way constitute a commitment or representation by us as to the suitability of your storage or offloading facilities.

2.3 If we deliver the Goods to you:

2.3.1 we (or our delivery agent) will deliver the Goods to the Delivery Location;

2.3.2 the risk in the Goods will pass to you on completion of delivery; and

2.3.3 delivery is completed on the completion of the unloading of the Goods at the Delivery Location.

2.4 If we agree that you may collect the Goods:

2.4.1 you will collect the Goods from the Collection Location within 5 Business Days of our notifying you that the Goods are ready for collection;

2.4.2 the risk in the Goods will pass to you on collection; and

2.4.3 collection will be completed once the Goods are loaded onto the vehicle collecting the same at the Collection Location.

2.5 If we require you to return any packaging materials, we will notify you. You will return packaging materials at such times and in such manner as we reasonably request. If the return of packaging material is not required by us, you must dispose of the packaging at your own expense.

2.6 Dates quoted for delivery/collection are approximate only, and the time of delivery or collection is not of the essence. We will not be liable for any delay in delivery or collection of the Goods that is caused by a Force Majeure Event or your failure to provide adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

2.7 If we fail to deliver the Goods, our liability will be limited to the costs and expenses incurred by you in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. We will have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or your failure to provide us with adequate delivery or other instructions relevant to the supply of the Goods.

2.8 If you wish to change a pre-agreed delivery/collection date then you must give us at least 48 hours' notice. You will pay our costs in connection complying with such a request including (without limitation) storage and re-delivery costs.

2.9 If you fail to take or accept delivery of the Goods within 3 Business Days of our notifying you that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or our failure to comply with our obligations under the Contract:

2.9.1 delivery/collection of the Goods will be deemed to have been completed at 9.00 am on the third Business Day after the day on which we notified you that the Goods were ready; and

2.9.2 we will store the Goods until delivery/collection takes place, and charge you for all related costs and expenses (including insurance).

2.10 If 10 Business Days after the day on which we notified you that the Goods were ready for delivery, you have not taken or accepted delivery of them, we may resell or otherwise dispose of part or all of the Goods.

- 2.11 We may deliver the Goods or make the Goods available for collection by instalments, which will be invoiced and paid for separately. Any delay in delivery/collection or defect in an instalment will not entitle you to cancel any other instalment.
- 2.12 We may in our discretion agree to deliver Goods to addresses outside the United Kingdom. However, there are restrictions on some Goods for certain international delivery destinations and it is your responsibility to ascertain information about the existence and applicability of such restrictions. If you order Goods for delivery outside of the United Kingdom, that order may be subject to import duties and taxes which are applied when the delivery reaches that destination. We have no control over these charges and cannot predict their amount. You will be responsible for payment of any such import duties and taxes. You must comply with all applicable laws and regulations of the country for which the Goods are destined. We will not be liable or responsible if you break any such law.
- 2.13 The Company reserves the right to make scheduled deliveries each of a part only of the overall amount and value of goods ordered by the buyer. Where any such scheduled delivery is made the goods comprised within each delivery shall be deemed to have been sold and delivered under a separate contract for the sale of the goods the subject of such delivery and will be invoiced separately. The Buyer will pay for the goods delivered in each scheduled delivery without set off, counter claim or deduction in respect of any previous or future scheduled delivery or other goods ordered from the Company.

3 Payment Terms

- 3.1 We may invoice you for the Goods on or at any time after we have accepted your Order.
- 3.2 You will pay for the Goods in cash or cleared funds to a bank account nominated by us prior to delivery, unless you have an approved credit account.
- 3.3 If you have an approved credit account, payment is due no later than 30 days following the end of the month in which the Goods are delivered, unless otherwise agreed in writing.
- 3.4 Time for payment is of the essence of the Contract.
- 3.5 If you have an approved credit account, we may withdraw it or reduce your credit limit or bring forward your due date for payment at any time without notice.
- 3.6 While you owe money to us, we will have a lien over all property owned by you, which is in our possession.
- 3.7 If you fail to make any payment due to us by its due, you will pay interest on the overdue amount at the greater of 4% per annum above the Bank of England's base rate from time to time and the High Court judgment rate from time to time. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You will pay the interest together with the overdue amount.
- 3.8 You will pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by you against any amount payable by us to you.
- 3.9 You will indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with:
- 3.9.1 any breach, negligent performance or non-performance of these terms by you;
 - 3.9.2 the enforcement of these terms;
 - 3.9.3 any claim made against us by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of these terms by you or your employees, agents or subcontractors;
 - 3.9.4 any claim made against us by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of you or your employees, agents or subcontractors.

4 Title

- 4.1 Title to the Goods will not pass to you until the earlier of:
- 4.1.1 our receiving payment in full (in cash or cleared funds) for the Goods and all other goods we have supplied to you in respect of which payment has become due, and title to the Goods will pass upon payment of all such sums; and
 - 4.1.2 you reselling the Goods, when title to the Goods will pass to you at the time specified in clause 4.3.
- 4.2 Until title to the Goods has passed to you, you will:

- 4.2.1 store the Goods separately from all other goods held by you so that they remain readily identifiable as our property;
 - 4.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 4.2.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 4.2.4 notify us immediately if you become subject to any of the events listed in clause 12.1.2 to clause 12.1.4; and
 - 4.2.5 give us such information relating to the Goods as we may require from time to time.
- 4.3 Subject to clause 4.4, you may resell or use the Goods in the ordinary course of your business (but not otherwise) before we receive payment for the Goods. However, if you resell the Goods before that time:
- 4.3.1 you will do so as principal and not as our agent; and
 - 4.3.2 title to the Goods will pass from us to you immediately before the time at which resale by you occurs.
- 4.4 If before title to the Goods passes to you, you become subject to any of the events listed in clause 12.1.2 to clause 12.1.4, then, without limiting any other right or remedy we may have:
- 4.4.1 your right to resell the Goods or use them in the ordinary course of your business ceases immediately; and
 - 4.4.2 we may at any time:
 - (a) require you to deliver up all Goods in your possession that have not been resold, or irrevocably incorporated into another product; and
 - (b) if you fail to do so promptly, enter your premises or of any third party where the Goods are stored in order to recover them.

5 Quality

- 5.1 We warrant that the Goods will:
- 5.1.1 on delivery/collection, comply with the Specification in all material respects; and
 - 5.1.2 unless otherwise agreed in writing, be free from material defects for a period of 12 months from the date stamp on the Goods (as long as you comply with this clause 5).
- 5.2 Subject to clause 5.3, if:
- 5.2.1 you inform us in writing during the warranty period stated in clause 5.1 and within a reasonable time of discovery (but within 24 hours of delivery/collection in respect of defects apparent on visual inspection) that some or all of the Goods do not comply with the warranty set out in clause 5.1 and provide reasonable details of the nature and extent of such non-compliance;
 - 5.2.2 we are given a reasonable opportunity of examining such Goods; and
 - 5.2.3 you (if we ask you to do so) return such Goods to our place of business, we will, at our option, repair or replace any Goods we agree are defective.
- 5.3 We will not be liable for any Goods' failure to comply with the warranty set out in clause 5.1 if:
- 5.3.1 you make any further use of such Goods after giving notice pursuant to clause 5.2;
 - 5.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - 5.3.3 the defect arises as a result of us following any drawing, design or specification supplied by you;
 - 5.3.4 you alter or repair such Goods without our written consent;

5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

5.3.6 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, we will have no liability to you in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These terms will be applicable to any repaired or replacement Goods supplied by us save that, unless otherwise agreed in writing, the applicable warranty period relating to any repaired or replacement Goods will not be extended beyond the relevant warranty period relating to the Goods originally supplied.

6 Intellectual Property

6.1 You will not acquire any Intellectual Property Rights in the Goods by virtue of the Contract save for a non-exclusive, non-transferable, royalty-free licence to use the Goods for the purposes of your business.

7 Liability

7.1 **This clause 7.1 applies solely in respect of Goods supplied by us during the continuance of the COVID-19 pandemic.** In respect of any such Goods supplied in these circumstances, you acknowledge that:

7.1.1 in the course of our business we do not ordinarily supply Goods which are intended for or will be used in the health sector and our experience in doing so is limited and recently developed in response to the COVID-19 crisis;

7.1.2 for the purposes of the Contract, we are agreeing to supply Goods, which meet specifications you have prepared or provided to us;

7.1.3 we agree to comply with those specifications in producing Goods for delivery to you under the Contract and no others;

7.1.4 we have neither involvement in nor responsibility for any aspect of the design of the Goods or for any faults or issues, which may arise in relation to or in consequence of such specifications or as a result of such design;

7.1.5 in order to supply Goods to you under the Contract, we have used and will continue to use all reasonable care but that to meet your required timelines, we have significantly accelerated our development and production processes. Accordingly, you agree that when the Goods we have so supplied are incorporated into the products you are producing, you will carry out all required and advisable tests and checks to ensure that those Goods are functioning correctly as part of your products; and

7.1.6 in order to supply Goods to you under the Contract, we will source component parts from our usual suppliers and you acknowledge and accept that it is possible that there will be inherent variations in such component parts including (without limitation) slight differences in their base materials and composition and that unless such variations result in those parts being or performing outside the agreed Specification, we will have fully satisfied our obligations under the Contract in relation to those Goods.

7.2 You will ensure that the Goods supplied to you are only used as intended and within the parameters of their design and the Specification and agree that we have no responsibility in respect of any consequences if those Goods are not used in that manner.

7.3 The restrictions on liability in this clause 7 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

7.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

7.4.1 death or personal injury caused by negligence, or the negligence of a party's employees, agents or subcontractors (as applicable);

7.4.2 fraud or fraudulent misrepresentation;

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- 7.4.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- 7.4.4 defective products under the Consumer Protection Act 1987.
- 7.5 Subject only to clause 7.4, our total liability to you will not exceed the price paid by you for the Goods.
- 7.6 Subject only to clause 7.4, the following types of loss whether arising in contract or tort are wholly excluded:
 - 7.6.1 loss of profits;
 - 7.6.2 loss of sales or business;
 - 7.6.3 loss of agreements or contracts;
 - 7.6.4 loss of anticipated savings;
 - 7.6.5 loss of use or corruption of software, data or information;
 - 7.6.6 loss of or damage to goodwill; and
 - 7.6.7 indirect or consequential loss.
- 7.7 This clause 7 will survive termination of the Contract.

8 Specifications

- 8.1 If we prepare the Goods in accordance with your Specifications or instructions or using your materials, you must ensure that:
 - 8.1.1 specifications, instructions, or materials are supplied to us within a reasonable time;
 - 8.1.2 the Specifications or instructions are accurate;
 - 8.1.3 materials provided or requested to be used are of good quality and suitable for use in the context of the Goods to be manufactured by us;
 - 8.1.4 Goods prepared in accordance with those Specifications or instructions or using your materials will be fit for the purpose for which you (or the end user) intend(s) to use them; and
 - 8.1.5 your Specifications or instructions will not result in the infringement of any intellectual property rights of a third party, or in the breach of any applicable law or regulation.
- 8.2 Materials supplied by you remain your property and we will hold them at your risk. You must insure them for their full value against all reasonable risks which arise out of our handling, storing or processing of them.

9 Return of Goods

- 9.1 We will accept the return of Goods from you only:
 - 9.1.1 by prior arrangement (confirmed in writing);
 - 9.1.2 on payment of an agreed handling charge (unless we agree that the Goods were defective when delivered); and
 - 9.1.3 where the Goods are fit for sale on their return and in the same condition as they were on delivery.

10 Cancellation

- 10.1 You may not cancel the Order unless we agree in writing.
- 10.2 If we accept your request to cancel an Order or if the Contract is terminated for any reason you must pay us for all stock (finished or unfinished) that we hold (or to which we are committed) for the Order (or all pending Orders) at the time we accept your request to cancel or the Contract is terminated (as the case may be).

11 Force Majeure

- 11.1 We will not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of our obligations under the Contract if such delay or failure result from a Force Majeure Event. In such circumstances we will be entitled to a reasonable extension of the time for performing such obligations.

12 Termination

- 12.1 Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if:
- 12.1.1 you commit a material breach of the Contract and (if such a breach is remediable) you fail to remedy that breach within 14 days of being notified in writing to do so;
 - 12.1.2 you take any step or action in connection with entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), 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 your 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;
 - 12.1.3 you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
 - 12.1.4 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.
- 12.2 Without limiting our other rights or remedies, we may suspend provision of the Goods under the Contract or any other contract between us if you become subject to any of the events listed in clause 12.1.2 to clause 12.1.4 (inclusive) or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due under the Contract on the due date for payment.
- 12.3 Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if you fail to pay any amount due under the Contract on the due date for payment.
- 12.4 On termination of the Contract for any reason you will immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, we will submit an invoice, which will be payable by you immediately on receipt.
- 12.5 Termination of the Contract, however arising, will not affect either of our respective 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.
- 12.6 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.

13 General

- 13.1 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.
- 13.2 No variation of the Contract will be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.3 Neither of us will disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this clause 13.3. Each party may disclose the other party's confidential information (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. Each party will ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13.3. Neither party will use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

- 13.4 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, will be governed by and construed in accordance with the law of England and Wales. We each irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 13.5 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 these terms. If any provision of the Contract is deemed deleted under this clause 13.5, 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.
- 13.6 We 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 our rights or obligations under the Contract. You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of your rights or obligations under the Contract without our prior written consent.
- 13.7 Any notice given by either of us in connection with the Contract will be delivered to the other party 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). Any such formal notice will be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address and 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 at the time recorded by the delivery service. This clause 13.7 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. A formal notice given under these terms is not valid if sent by email or fax.
- 13.8 Unless it expressly states otherwise, 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.
- 13.9 The only statements upon which you rely in making the Contract with us, are those made in writing by someone who is our authorised representative and either:
- 13.9.1 contained in our estimate or quotation (or any covering letter) and not withdrawn before the Contract is made; or
 - 13.9.2 which expressly state that you may rely on them when entering into the Contract.
- 13.10 Subject to clause 13.9, the Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms. Each party agrees that it will have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.
- 13.11 If any dispute arises in connection with the Contract or these terms, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (ADR notice) to the other party the dispute, referring the dispute to mediation. If there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 14 days from the date of the ADR Notice, where appropriate, in conjunction with the mediator, CEDR will be requested to decide that point for the parties having consulted with them. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice. For the avoidance of doubt, clause 13.11 will not prevent us from immediately initiating court proceedings to seek any interim relief (including injunctive relief) or take advantage of any applicable time limitation.

14 Interpretation and definitions

- 14.1 "Business Day": a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- 14.2 "Collection Location": our premises or such other location as we may advise.
- 14.3 "Contract": the contract between us and you for the sale and purchase of the Goods in accordance with these terms.
- 14.4 "Delivery Location": the location set out in the Order or such other location as the parties may agree.
- 14.5 "Force Majeure Event": any event, circumstance or cause beyond our reasonable control.

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- 14.6 "Goods": the goods (or any part of them) set out in your Order.
- 14.7 "Intellectual Property Rights": patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.
- 14.8 "Order": your order for the Goods as set out in your purchase order form, your written acceptance of our quotation, or overleaf, as the case may be.
- 14.9 "Specification" any specification for the Goods, including any related plans and drawings that is agreed in writing between us.
- 14.10 "these terms": the terms and conditions set out in this document as amended from time to time in accordance with clause 13.2.
- 14.11 "us", "our", "we": PP Control & Automation Limited (registered in England and Wales with company number: 01398551).
- 14.12 "you": the person or firm who purchases Goods from us.
- 14.13 A reference to:
- 14.13.1 words following the terms "including" or "include" or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms;
 - 14.13.2 "writing" or "written" includes email but not fax;
 - 14.13.3 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); and
 - 14.13.4 a statute or statutory provision is a reference to it as amended or re-enacted and will include all subordinate legislation made under that statute or statutory provision.