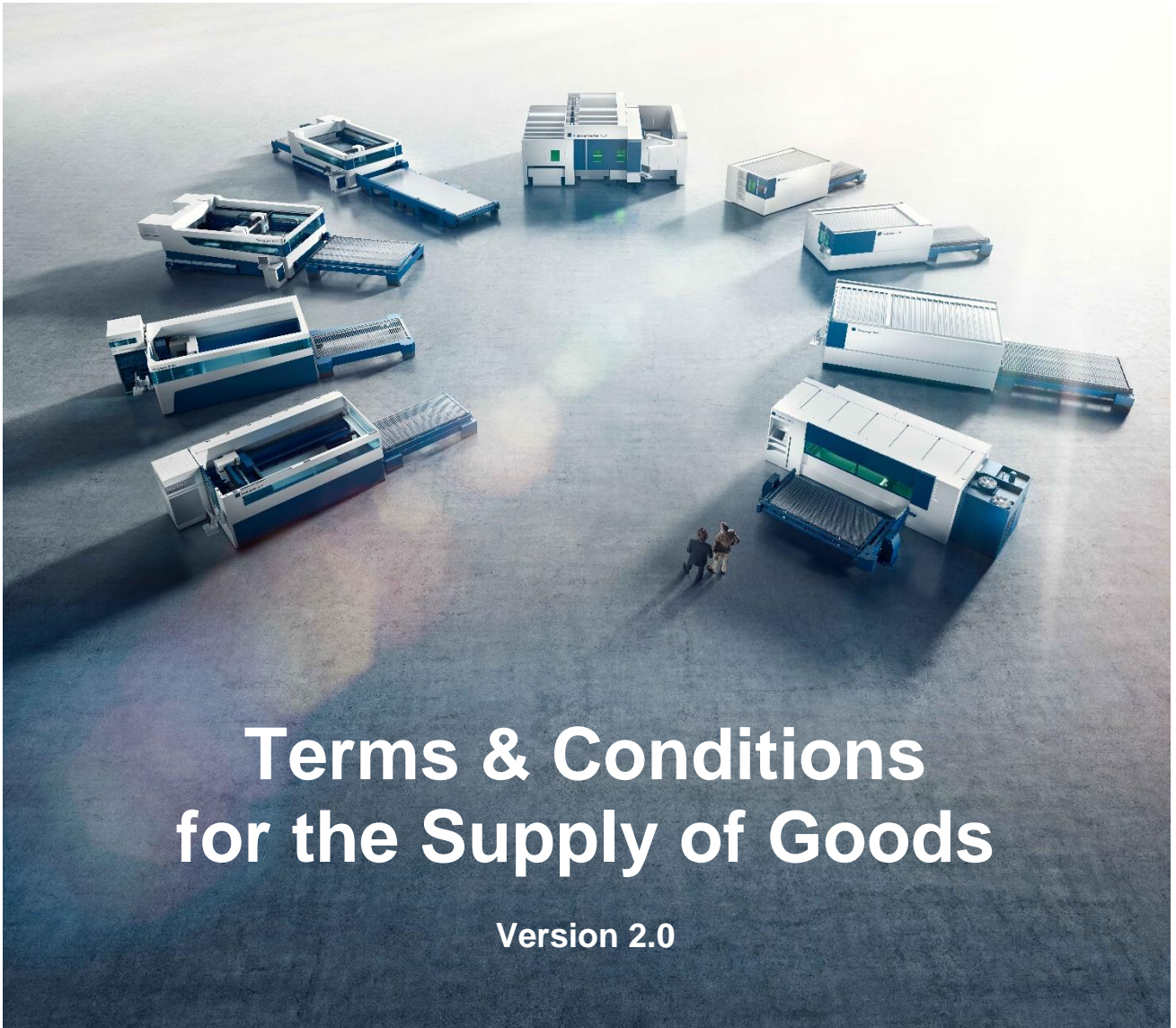


TRUMPF



Terms & Conditions for the Supply of Goods

Version 2.0

TRUMPF Ltd.
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Luton, LU2 9NL
Great Britain
Registered Number 01160907
www.trumpf.com

Terms & Conditions for the Supply of Goods by TRUMPF Ltd.

1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

- a. **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
- b. **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 11.6.
- c. **Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods which consists of the Order, the Order Confirmation, the Installation Conditions, the Specification, these Conditions and, if applicable, any written agreement made between the parties into which these Conditions are incorporated.
- d. **Customer:** the person or firm who purchases the Goods from the Supplier.
- e. **Force Majeure Event:** has the meaning given in clause 10.
- f. **Goods:** the goods (or any part of them) set out in the Order Confirmation.
- g. **Installation Conditions:** the Supplier's installation and operating conditions, together with any layout and floor plan, in each case forming part of or sent with the Proposal.
- h. **Order:** the Customer's order for the Goods.
- i. **Order Confirmation:** the Supplier's written acceptance of the Order.
- j. **Proposal:** the written proposal issued by the Supplier to the Customer for the supply of the Goods.
- k. **Specification:** any specification issued by Supplier for the Goods, including any related plans and drawings, that is attached to, or referred to in, the Proposal or Contract.
- l. **Supplier:** Trumpf Limited (registered in England and Wales with company number 01160907).

1.2 **Construction.** In these Conditions, the following rules apply:

- a. A person includes a natural person, corporate or unincorporated body

(whether or not having separate legal personality).

- b. A reference to a party includes its personal representatives, successors or permitted assigns.
- c. A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or reenacted.
- d. Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- e. A reference to writing or written includes e-mails.

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted if and when the Supplier issues the Order Confirmation, at which point the Contract shall come into existence.

2.4 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.5 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate

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idea of the Goods described in them and they shall not form part of the Contract or have any contractual force.

- 2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 Days from its date of issue.
- 2.7 In the event of any conflict or inconsistency between the documents which together comprise the Contract, the following descending order of priority shall apply:
- a. the Order Confirmation;
 - b. these Conditions;
 - c. the Installation Conditions;
 - d. the Specification;
 - e. any written agreement made between the parties into which these Conditions are incorporated; and
 - f. the Order.

3. GOODS

- 3.1 The Goods are described in the Specification.
- 3.2 The Supplier reserves the right to amend the Specification if and to the extent required by any applicable statutory or regulatory requirements.

4. DELIVERY

- 4.1 The Supplier will notify the Customer if the Supplier requires the Customer to return any packaging materials to the Supplier. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Disposal of all other packaging materials shall be the responsibility, and at the cost, of the Customer. The Customer should retain all transportation aids or installation equipment supplied with the Goods in case the Goods need to be relocated in the future.
- 4.2 The Supplier shall deliver the Goods to the location set out in the Order Confirmation or such other location as the parties may agree in writing (**Delivery Location**).

- 4.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location. The Supplier (or its carrier) will deposit the goods as reasonably directed by the Customer or, in the absence of such direction, as the Supplier (or its carrier) determines appropriate, acting reasonably.
- 4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Subject to clause 9.1, the Supplier shall not be liable for any delay in delivery of the Goods.
- 4.5 Subject to clause 9.1, if the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 At an appropriate point (in the Supplier's reasonable opinion) during the manufacturing process the Supplier will contact the Customer to agree a date for delivery of the Goods to take place. If the Customer fails to take delivery of the Goods on the agreed delivery date, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
- a. the Customer will reimburse the Supplier's costs of any failed delivery attempt;
 - b. delivery of the Goods shall be deemed to have been completed at 9.00 am on the date which the Supplier attempted delivery; and
 - c. the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.7 If the Customer fails to agree a delivery date with the Supplier within 5 Business Days after the day on which the Supplier notifies the Customer that the Goods are

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ready for delivery or if, having agreed a delivery date, the Customer fails to take delivery of them within 5 Business Days after that agreed delivery date, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, as applicable, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.8 If installation services are included in the Order Confirmation, subject to the Customer complying with its payment obligations and its obligations under this clause 4 and the Installation Conditions, the Supplier shall install and commission the Goods. Any dates quoted for installation or commissioning of the Goods are approximate only and are not of the essence of the Contract.

4.9 Where the Goods are to be delivered in instalments, each delivery shall not constitute a separate contract, provided that where the Customer places more than one Order with the Supplier, each separate Order Confirmation, together with these Conditions and the other documents referred to in them, shall constitute a separate Contract.

5. QUALITY

5.1 The Supplier warrants that:

- a. on delivery, the Goods shall:
 - i. conform in all material respects with the applicable Specification; and
 - ii. be fit for any purpose held out by the Supplier in the Proposal; and
- b. on delivery, and for the warranty period set out in the Proposal (or, if no warranty period is set out in the Proposal, the period of 12 months), starting on the date of delivery (**Warranty Period**), the Goods and the parts and components of them (including spare parts but excluding consumables and wearing parts) shall be free from defects in materials and workmanship that prevent the Goods from materially conforming to their relevant Specification; and

- c. any installation services, training and production support included in the Order Confirmation will be provided using reasonable skill and care.

5.2 Subject to clause 5.3, if:

- a. the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that any Goods or any part or component of the Goods does not comply with the warranty set out in clause 5.1(b);
- b. the Supplier is given a reasonable opportunity of examining such Goods, part or component; and
- c. the Customer allowing the Supplier reasonable access to collect such Goods, part or component from the Customer's premises, the Supplier shall, at its option, repair or replace (with new or reconditioned parts), at the Supplier's option, the defective parts and/or components of the Goods (the replaced parts and/or components becoming the property of the Supplier immediately upon replacement, with risk in them passing back to the Supplier when collected from the Customer).

5.3 The Supplier shall not be liable for Goods' (or any part or component of the Goods') failure to comply with the warranty set out in clause 5.1 in any of the following events:

- a. the Customer makes any further use of such Goods, part or component after giving notice in accordance with clause 5.2;
- b. the defect arises because the Customer or any third party failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods and their parts and components, including as set out in the Installation Conditions or (in the absence of any such instructions) good trade practice regarding the same;
- c. the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;

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- d. the Customer or any third party alters or repairs such Goods without the written consent of the Supplier;
 - e. the defect arises as a result of fair wear and tear, willful damage, negligence, corrosion, erosion, exposure to environmental conditions or abnormal storage or working conditions;
 - f. the defective part or component is a consumable or a wearing part (i.e. a part which is subject to reasonable wear and tear);
 - g. damage is caused to the Goods (or any part or component) by other devices or equipment with which the Goods are used; or
 - h. the Goods differ from their description and/or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 5.4 Any repaired or replaced Goods shall be re-delivered by the Supplier free of charge to the Customer's premises referred to in the Order Confirmation and otherwise in accordance with and subject to these Conditions. Title in the defective Goods shall remain with the Customer until the replacement Goods have been delivered to the Customer, whereupon title to the defective Goods will pass to the Supplier. Risk in the defective Goods will remain with the Customer until their collection by the Supplier or its carrier, whereupon it will pass to the Supplier.
- 5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.6 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.
- 5.7 These Conditions shall apply to any repaired or replacement Goods, parts or components supplied by the Supplier.

6. TITLE AND RISK

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery (meaning the Supplier's or its carrier's vehicle's arrival at the Delivery Location or, if and where applicable, upon deemed delivery having occurred under these Conditions).
- 6.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:
- a. the Goods; and
 - b. any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- a. hold the Goods on a fiduciary basis as the Supplier's bailee;
 - b. store the Goods at the Delivery Location and ensure that they remain readily identifiable as the Supplier's property;
 - c. not remove, deface or obscure any identifying mark on or relating to the Goods;
 - d. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery and assign the benefit of any insurance claim relating to the Goods to the Supplier from the date risk therein passes to the Customer until the passing of the title thereto to the Customer and the Supplier shall be entitled to inspect the insurance policy on request;
 - e. notify the Supplier immediately if it becomes subject to any of the events listed in clause 8.2;
 - f. give the Supplier such information relating to the Goods as the Supplier may require from time to time; and
 - g. retain the Goods free from any charge, lien or other encumbrance and not resell, assign, pledge, mortgage, charge, let, part with possession or otherwise dispose of the goods or any part thereof nor use the Goods (other than for testing purposes) until it has paid for them in full.

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6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 8.2, or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. PRICE AND PAYMENT

7.1 The price of the Goods shall be the price set out in the Order Confirmation (and payable in the currency set out in the Order Confirmation), or, if no price and/or currency is set out in the Order Confirmation, the price and/or currency set out in the Supplier's Proposal.

7.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- a. any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour costs, costs of materials and other manufacturing costs);
- b. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- c. any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

7.3 The price of the Goods is exclusive of amounts in respect of value added tax (VAT). The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

7.4 The Supplier may invoice the Customer for the Goods in accordance with clause 7.6 or, if different, in accordance with the timings set out in the Order Confirmation.

7.5 The Customer shall pay each invoice in full and in cleared funds by the relevant payment date set out in clause 7.6 or, if different, as set out in the Order Confirmation. Payment shall be made to the bank account nominated in writing by the Supplier. Time for payment shall be of the essence of the Contract and if the Customer fails to make any payment due under the Contract, or under any other contract between the Customer and the Supplier, on the due date for payment the Supplier shall (without limiting or affecting any of its other remedies) be entitled, at its option, to suspend manufacture, delivery, installation and/or commissioning of the Goods or (if the Customer remains in default 14 days after being notified to make such payment) to terminate the Contract in accordance with clause 8.4.

7.6 Except to the extent that the Order Confirmation states otherwise, the following payment terms shall apply:

- a. When the Supplier issues the Order Confirmation, the Supplier shall invoice the Customer for a deposit payment (which, unless stated otherwise in the Order Confirmation, shall be an amount equal to 25% of the total price of the Goods including packaging, insurance and transport) ("**Deposit**"). The Deposit is not refundable in any circumstances other than if the Customer validly terminates the Contract due to the Supplier's material unremedied breach of the Contract (under clause 8.3);
- b. the Supplier shall reserve a manufacturing time slot for the Goods when it issues its invoice for the Deposit but shall not start to manufacture the Goods until it has received full payment of the Deposit in cleared funds. Payment of the Deposit must be received within 7 days of the date of the invoice otherwise the manufacturing slot shall be released

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and the estimated delivery time of the machine shall be extended;

- c. the Supplier shall notify the Customer in writing, subject to and after receiving full payment of the Deposit, that the Goods have been approved for manufacture. The Supplier shall notify the Customer when the machine is ready for delivery and delivery shall then take place in accordance with clause 4;
- d. the Supplier shall invoice the Customer for the delivery instalment of the price (which, unless stated otherwise in the Order Confirmation, shall be an amount equal to 70% of the total price) ("**Delivery Instalment**") before the estimated date for delivery. Payment of the Delivery Instalment must be received by the Supplier on or before the estimated date of delivery otherwise the Supplier may, at its option, suspend delivery or leave the machine in an inoperative state after delivery. If the Customer pays the Delivery Instalment after the machine has been delivered, the Supplier reserves the right to make an additional charge at its standard rate for a subsequent engineer's visit to put the machine into an operative state;
- e. the Supplier shall invoice the Customer the balance of the total price (which, unless stated otherwise in the Order Confirmation, shall be an amount equal to 5% of the total price) ("**Final Instalment**") on or after delivery or deemed delivery under these Conditions.
- f. All invoices must be paid within 30 days of the relevant invoice date or, if earlier, by the relevant date set out in this clause 7 or the Order Confirmation.

7.7 If the Customer fails to make any payment due to the Supplier under the Contract by the relevant due date for payment, the Customer shall pay interest on the overdue amount at the rate of 4% per annum above HSBC Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The

Customer shall pay the interest together with the overdue amount.

- 7.8 The Customer shall 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). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.
- 7.9 If the Customer fails to comply or is late complying with its obligations under the Installation Conditions and such failure results in a delay or additional work for the Supplier, the Supplier may invoice the Customer, and the Customer shall be liable, for the Supplier's reasonable additional charges in respect of that delay or additional work.

8. TERMINATION

- 8.1 If the Customer becomes subject to any of the events listed in clause 8.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.
- 8.2 For the purposes of clause 8.1, the relevant events are:
 - a. the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

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- b. the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - c. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
 - d. a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
 - e. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
 - f. the holder of a qualifying charge over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
 - g. a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
 - h. any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.2(a) to clause 8.2(g) (inclusive);
 - i. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - j. the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 8.3 Either party may terminate the Contract with immediate effect by written notice to the other party if the other party commits a material breach of the Contract and such breach, if remediable, is not remedied within 30 days of service on such other party (by the non-breaching party) of a notice specifying reasonable details of the breach and requiring its remedy.
- 8.4 The Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract, or under any other contract between the Customer and the Supplier, on the due date for payment and remains in default 14 days after the date of the Supplier's written notice requiring the Customer to make such payment.
- 8.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication are intended to survive termination of the Contract shall continue in full force and effect afterwards.

9. LIMITATION OF LIABILITY

- 9.1 Nothing in the Contract shall limit or exclude either party's liability for:
- a. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - b. fraud or fraudulent misrepresentation;
 - c. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
 - d. any matter in respect of which it would be unlawful for that party to exclude or restrict its liability.
- 9.2 Subject to clause 9.1, the Supplier shall not under any circumstances be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
- a. loss of profit;
 - b. loss of contracts or goodwill;

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- c. loss of use of any equipment or process;
- d. loss of data; or
- e. indirect, economic or special or consequential loss, in each case arising under or in connection with the Contract however arising and of whatever nature.

9.3 Subject to clause 9.1, the Supplier's liability in respect of any Goods supplied by it (including any parts or components thereof) which are defective is limited to its obligation to repair or replace the same as set out in clause 5.2.

9.4 Subject to clause 9.1, the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 130% of the total price of the Goods.

9.5 The Customer shall indemnify the Supplier and its relevant servants and agents for any loss or damage caused to them while performing any services on the Customer's premises save where such loss or damage is directly caused by the act or omission of the Supplier or its servants or agents.

9.6 This clause 9 shall survive termination or expiry of the Contract howsoever arising.

10. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. A **Force Majeure Event** means any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of

plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics, pandemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

11. GENERAL

11.1 Assignment and other dealings.

- a. The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- b. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

11.2 Notices.

- a. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.
- b. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.2(a); 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.
- c. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

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11.3 **Severance.**

- a. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- b. If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, the parties shall negotiate reasonably and in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

11.4 **Waiver.** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall 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 shall prevent or restrict the further exercise of that or any other right or remedy.

11.5 **Third party rights.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

11.6 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by the Supplier.

11.7 **Governing law.** 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 or claims), shall be governed

by, and construed in accordance with the law of England and Wales.

11.8 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims), provided that the Supplier shall be entitled to enforce a judgement given by the English or Welsh Courts in the courts of any other relevant jurisdiction.

11.9 **Confidentiality.** Customer shall treat as confidential and shall not, other than in the proper performance of its obligations under these Conditions, use or disclose to any person, firm or company, any confidential information belonging to the Supplier, including the Supplier's technical information about the Goods, the price of the Goods and any other information that Supplier has stated (orally or in writing) to Customer is confidential in nature.

11.10 **Intellectual Property Rights.**

- a. All copyright (and related rights) in the Proposal, the Specification and any other technical data and drawings shown by the Supplier to the Customer in connection with the Contract shall remain the property of the Supplier and/or its licensors and will only be used by the Customer for the proper purposes of the Contract.
- b. As between the Customer and the Supplier all intellectual and industrial property rights in respect of the Goods shall remain the property of the Supplier or its licensors notwithstanding the sale of such Goods to the Customer.
- c. The Customer is licensed to use any computer software programs that are supplied under the Contract in accordance with the terms of this clause 11.10, unless otherwise specified in the Order Confirmation.
- d. Except to the extent otherwise specified in the Order Confirmation, the Supplier grants to the Customer a non-exclusive, royalty-free, non-transferable licence to use in the

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United Kingdom the software (including maintenance releases of the software that correct faults or which amend or update the software) supplied by the Supplier for the purpose of operating the Goods supplied under the Contract.

- e. The term of the licence granted under clause 11.10(d) shall continue for so long as such software is used by the Customer in connection with the Goods supplied under the Contract.
- f. The licence granted to the Customer under clause 11.10(d) includes the right to take a back-up copy for disaster recovery and testing purposes.