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These standard terms and conditions will apply in all cases to the sale, supply and installation of goods by Adbro Controls Limited unless alternative provisions are made in the Order. In the event that the terms of your specific Contract or agreement vary from these Standard Terms and Conditions, the terms of your specific Contract or agreement should be relied on.

2. Interpretation

2.1 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 14 (f).
- (c) **Contract:** any contract or agreement between the Adbro Controls Limited and the Customer for the sale and purchase of the Goods and supply of Services in accordance with these Conditions.
- (d) **Customer:** the person, firm or company who purchases the Goods and Services from the Supplier.
- (e) **Force Majeure Event:** has the meaning given in clause 15.
- (f) **Goods:** the goods (or any part of them) set out in the Contract or agreement.
- (g) **Order:** the order by the Customer for the Goods, as set out in the Contract or agreement.
- (h) **Services:** Any delivery, installation or other services provided by the Supplier which are specified to be included in the Contract or agreement.
- (i) **Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.
- (j) **Supplier:** Adbro Controls Limited (registered in England and Wales with company number 03663532) whose address for service is Unit 3, Avon Park, Colthrop Business Park, Thatcham, Berkshire RG19 4NT.

2.2 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 re-enacted.
- (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 faxes and e-mails.

3. Basis of contract

- (a) These Conditions apply to any Contract to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- (b) Any Order constitutes an offer by the Customer to purchase the Goods and Services in accordance with these Conditions. The Customer shall ensure that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.
- (c) Any Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- (d) Any Contract will constitute the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.
- (e) Any samples, descriptive matter, or advertising issued by the Supplier and any descriptions or illustrations contained in the catalogues or brochures of the Supplier are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.
- (f) A quotation for the Goods and Services given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 30 Business Days from its date of issue, unless otherwise specified in the Order.

4. Goods

- (a) The Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the use of the Specification by the Supplier. This clause 4(a) shall survive termination of any Contract made between the Supplier and the Customer.
- (b) The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

5. Delivery

- (a) The Supplier shall deliver and install the Goods at the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- (b) Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods or provision of the Services that is caused by a Force Majeure Event or the failure of the Customer to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods and the Services.
- (c) 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 failure of the Customer to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- (d) If the Customer fails to take delivery of the Goods within 3 Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the failure of the Supplier to comply with its obligations under the Contract:
- (e) delivery of the Goods shall be deemed to have been completed at 9:00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
- (f) The Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- (g) If 10 Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods.

6. Quality

- (a) The Supplier warrants that on delivery the Goods shall:
- conform in all material respects with their description;
 - be free from material defects in design, material and workmanship;
 - be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - be fit for any purpose held out by the Supplier.
- (b) Subject to clause 6(c), if:
- the Customer gives notice in writing to the Supplier within 12 months of discovery that some or all of the Goods do not comply with the warranty set out in clause 6(a); and
 - the Supplier is given a reasonable opportunity of examining such Goods; and
 - the Customer (if asked to do so by the Supplier) returns such Goods to the place of business of the Supplier at the cost of the Supplier,

The Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

- (c) The Supplier shall not be liable for failure of the Goods to comply with the warranty set out in clause 6(a) in any of the following events:
- the Customer makes any further use of such Goods after giving notice in accordance with clause 6(b); or
 - the defect arises because the Customer failed to follow the oral or written instructions of the Supplier as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same; or
 - the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer; or
 - the Customer alters or repairs such Goods without the written consent of the Supplier;
 - the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - The Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- (d) Except as provided in this clause 6, the Supplier shall have no liability to the Customer in respect of the failure of the Goods to comply with the warranty set out in clause 6(a).
- (e) Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- (f) These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

7. Title and risk

- (a) The risk in the Goods shall pass to the Customer on completion of delivery.
- (b) Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:
- the Goods; and
 - any other goods or services that the Supplier has supplied to the Customer in respect of which payment has become due.
- (c) Until title to the Goods has passed to the Customer, the Customer shall:
- hold the Goods on a fiduciary basis as the bailee of the Supplier;
 - store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the property of the Supplier;
 - not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - notify the Supplier immediately if it becomes subject to any of the events listed in clause 11(b); and
 - give the Supplier such information relating to the Goods as the Supplier may require from time to time,
- but the Customer may resell or use the Goods in the ordinary course of its business.
- (d) If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11(b), or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and 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.

8. Supply of Services

- (a) The Supplier shall provide the Services which accord with those specified in the Order in all material respects.
- (b) The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- (c) The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- (d) The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

9. Taking Over

- (a) When the Customer (or the Customer's Customer) takes possession and makes use of the supplied Goods or Service for the purpose intended (**Taking Over**) then the Contract will be deemed as practically complete.
- (b) Following Taking over the Customer must within 5 working days provide a snagging list. This list will provide all the outstanding items that are required to complete the Contract.
- (c) Any items detailed on the snagging list that are not part of the contract will not prevent the completion of the Contract

10. Intellectual Property Rights

- (a) All intellectual property that forms part of the supplied Goods or Service remains property of the Supplier.
- (b) Unless agreed in writing only a compiled version of any software will be issued (software installed in the Goods).
- (c) The compiled software issued remains the property of the Supplier.
- (d) The Supplier grants the Customer a license to use the compiled software only on the Goods or Service provided under the Contract. The Supplier has the right to withdraw the license at any time without notice, from which point the Customer must cease use of the software.
- (e) The Customer may take a copy of the compiled software for backup purposes only.
- (f) Only soft printed (PDF) versions of any documentation will be provided
- (g) The Customer will ensure that no Intellectual property of the Supplier is distributed for any purpose other than that of the intended Goods or Service.

11. Customer's obligations

- (a) The Customer shall:
 - ensure that the terms of the Order and (if submitted by the Customer) the Specification are complete and accurate;
 - co-operate with the Supplier in all matters relating to the Services;

- provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects; and
 - keep and maintain all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- (b) If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 9 (a); and
 - the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

12. Price and payment

- (a) The total price of the Goods and Services shall be the price set out in the Order.
- (b) 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 any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (c) The Supplier may, by giving notice to the Customer at any time up to 7 Business Days before delivery, increase the price of the Deliverables to reflect any increase in the cost of the Deliverables that is due to:
- any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- (d) Unless otherwise provided for in the Order, the price of the Goods is exclusive of the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- (e) 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.
- (f) Unless otherwise specified in the Order, the Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.
- (g) Following the issue of an invoice the Customer will have up to 7 Business Days to dispute in writing any reasons for which the invoice cannot be paid on or before the due date. After this period the payment of the invoice by the due date cannot be stopped or delayed for any reason
- (h) The Purchaser may pay the invoice in instalments and shall pay the invoice in full within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time of payment is of the essence.
- (i) If the Customer fails to make any payment due to the Supplier under any Contract or agreement by the due date for payment (**due date**), then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the base rate of National Westminster Bank PLC from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- (j) The Customer shall pay all amounts due under any Contract or agreement in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. 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.
- (k) Unless otherwise specified, any prices stated in the Order are in UK currency (Pounds Sterling) and all payments must be made in this currency.

13. The Customer's insolvency or incapacity

- (a) If the Customer becomes subject to any of the events listed in clause 11(b), 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 any Contract or agreement 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.
- (b) For the purposes of clause 11(a), the relevant events are:
- 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) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
 - 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 other than (where the Customer is a company) where these events take place 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;
- (c) (being an individual) the Customer is the subject of a bankruptcy petition or order;
- (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) (being a company) 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) (being a company) a floating charge holder over the assets of the Customer has become entitled to appoint or has appointed an administrative receiver;
- (g) a person becomes entitled to appoint a receiver over the assets of the Customer or a receiver is appointed over the assets of the Customer;
- (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 11(a) to clause 11(g) (inclusive);
- (i) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- (j) the financial position of the Customer deteriorates to such an extent that in the opinion of the Supplier the capability of the Customer to adequately fulfil its obligations under any Contract or agreement has been placed in jeopardy; and
- (k) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.
- (l) Termination of any Contract or agreement, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of any Contract or agreement shall continue in full force and effect.

14. Limitation of liability

- (a) Nothing in these Conditions shall limit or exclude the liability of the Supplier for:
- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
 - fraud or fraudulent misrepresentation; or
 - breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - defective products under the Consumer Protection Act 1987; or
 - any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- (b) Subject to clause 12(a):
- the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any Contract or agreement; and

- the total liability of the Supplier to the Customer in respect of all other losses arising under or in connection with any Contract or agreement between the parties, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the total price specified in the Order.

15. Force majeure

Neither party shall be liable for any failure or delay in performing its obligations under any Contract or agreement between the parties 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 or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

16. General

(a) Assignment and subcontracting.

- The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under any Contract or agreement between the parties.
- The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under any Contract or agreement between the parties without the prior written consent of the Supplier.

(b) Notices.

- 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, recorded delivery, commercial courier, fax or e-mail.
- A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 2; if sent by pre-paid first-class post or recorded delivery, 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.
- The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

(c) Severance.

- If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

(d) Waiver.

- A waiver of any right or remedy under the Contract 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(e) Third party rights.

- A person who is not a party to the Contract shall not have any rights under or in connection with it.
- (f) Variation.
 - Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.
- (g) Governing law and jurisdiction.
 - 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.