

## General Terms and Conditions

valid from 01.05.2020

### SECTION A – E-COMMERCE PORTAL

#### 1. e-Commerce Portal

- 1.1. <https://portal.tridonic.com/en/app/> (the "**e-Commerce Portal**") is a website operated by Tridonic GmbH & Co, KG, a company registered in Austria under company number 218728i whose registered VAT number is ATU53377108 and whose registered office is at Fabergasse 15, A-6851, Dornbirn, Austria (the "**Operator**").
- 1.2. The e-Commerce Portal may be used to conclude contracts online and the Supplier is herein identified as the supplier of the Goods and/or the Services under the Contract.
- 1.3. To contact the e-Commerce Portal customer services team, the Customer should email your Tridonic sales contact or telephone the customer service line on +44 1256 374300.
- 1.4. The Supplier may contact the Customer by telephone or by writing to the email address the Customer provides the Supplier with when it registers for an e-Commerce Portal account in accordance with Condition 2.1.

#### 2. Registration and accounts

- 2.1. To access the e-Commerce Portal, an authorised representative of the Customer shall request access to the e-Commerce Portal by registering to open an e-Commerce Portal account.
- 2.2. By registering for an e-Commerce Portal account, the Customer's authorised representative:-
  - (a) accepts these Conditions on the Customer's behalf; and
  - (b) shall be deemed to have consented to the Supplier emailing the Customer with daily offers. The Customer can unsubscribe from these emails at any time.
- 2.3. A copy of these Conditions can be accessed on the e-Commerce Portal and printed off for the Customer's future reference.
- 2.4. The Supplier may carry out:-
  - (a) any credit reference checks it deems necessary on the Customer in accordance with Condition 6; or
  - (b) any additional checks on the Customer that it deems necessary (including but not limited to identifying if the Customer is an existing customer of the Supplier, checking any pre-agreed credit limits and/or payment terms),

before determining whether to grant e-Commerce Portal access to the Customer by activating the Customer's account and sending an automatic registration e-mail to the authorised representative of the Customer (the "**Registration Email**").
- 2.5. If, following the checks referred to in Condition 2.4, the Supplier decides not to activate the Customer's account, no Registration Email shall be sent on the Supplier's behalf to the Customer and the Customer shall not be granted access to the e-Commerce Portal.

#### 3. Login Details

- 3.1. The Registration Email shall contain a link which enables the authorised representative of the Customer to set a user identification and password to access the e-Commerce Portal ("Login Details"). The Customer (and its authorised representative) shall treat the Login Details as the Confidential Information of the Supplier in accordance with and subject to Condition 33.
- 3.2. The Operator has the right to disable any Login Details chosen by the Customer at any time, if in the Operator's (or the Supplier's) reasonable opinion, the Customer has failed to comply with these Conditions.
- 3.3. The Customer shall immediately notify the Supplier of any significant changes regarding e-Commerce Portal access permission for the Customer's authorised representatives.

- 3.4. The Supplier shall deem any person using the Login Details to be authorised by the Customer to place e-Commerce Portal orders on behalf of the Customer. The Customer accepts liability for all orders or other commitments made in the Supplier's e-Commerce Portal using its representative's Login Details and shall be liable for any failure to comply with this Condition 3.4 by it or by its representatives, employees, subcontractors, consultants and agents.

- 3.5. All personal data of the Customer's authorised representative collected shall be used by the Supplier in accordance with the Supplier's Privacy Statement which is accessible here <https://portal.tridonic.com/en/app/>.

#### 4. Conclusion of Contracts by electronic means

- 4.1. Where the Customer has registered for and been granted access to the e-Commerce Portal in accordance with Conditions 2 and 3, the parties shall carry out the following technical steps to conclude the Contract:-
  - (a) the Customer shall select the Goods and/or the Services it wishes to purchase by selecting items as may be available to purchase in the e-Commerce Portal to its basket;
  - (b) if any input errors have been made by the Customer, the Customer can amend its order by removing items, amending the type or quantities of the Goods in its basket and/or amending the Services it has selected before placing an order in accordance with Condition 4.1(c) with the Supplier;
  - (c) the Customer shall offer to purchase the Goods and/or the Services that it has selected in accordance with Condition 4.1(a), subject to these Conditions by clicking the "buy now" in the checkout screen of the e-Commerce Portal, subject to and in accordance with Condition 4.1(a);
  - (d) When the order has been submitted electronically by the Customer and is received by the Supplier:-
    - i. the Customer shall be directed to a landing page in the e-Commerce Portal which contains details of the Customer's order (which may include the order reference, date, purchase amount, and the Customer's shipping address) to acknowledge receipt of the Customer's order ("Landing Page"). The Landing Page is intended for information purposes only and does not result in the conclusion of a Contract;
    - ii. in the case of existing customers, the e-Commerce Portal will interface with the Supplier's systems in order to identify any existing commercial terms (including but not limited to any payment terms, discounts, rebates, or delivery terms) agreed between the parties which may apply to the proposed Contract. The Supplier shall determine the extent to which such terms shall apply to the proposed Contract and whether it accepts the Customer's order;
    - iii. in the case of new customers, the Supplier shall carry out any additional checks it deems necessary on the Customer in order to determine what commercial terms shall apply to the proposed Contract and whether it accepts the Customer's order;
    - iv. subject to Conditions 9.3 and 19.3, the Supplier shall notify the Customer that the Order has been accepted by sending a Confirmation via e-mail to the Customer's nominated e-mail address. The Customer shall be responsible for ensuring its registered email address is valid and that the relevant e-mail account is monitored regularly;
    - v. if the Supplier is unwilling or unable to accept the Customer's order, it shall inform the Customer in writing that the order is rejected and will not charge the Customer for the Goods and/or the Services referred to in the rejected order; and
    - vi. when a Contract is concluded, copies of these Conditions, the Customer's order and any other relevant terms shall be filed by the Supplier and made available for the Customer upon its reasonable request. The Customer's order history may be viewed by the Customer in the "My Orders" page of the e-Commerce Portal.

#### 5. Content and information security

- 5.1. The e-Commerce Portal is for use by Customers situated or operating from locations in the United Kingdom. The Supplier does not represent that content available on or through the e-Commerce

Portal is appropriate for use or available in any location outside of the United Kingdom.

- 5.2. The Supplier assumes no responsibility for error free operation of the e-Commerce Portal and excludes liability for any Losses resulting from the Customer's use of the e-Commerce Portal or the internet. The Supplier excludes all liability for e-Commerce Portal operational failures including e-Commerce Portal service unavailability, inaccurate or failed transmission of information and instructions made in or by e-Commerce Portal. By using the e-Commerce Portal the Customer shall be deemed to have accepted the risks associated with the e-Commerce Portal.
- 5.3. The images of the Goods in the e-Commerce Portal are for illustrative purposes only. The Supplier excludes all implied conditions, warranties, representations or other terms that may apply to the e-Commerce Portal or any content on it.
- 5.4. The Supplier does not guarantee that the e-Commerce Portal will be secure or free from bugs or viruses.
- 5.5. The Customer shall be responsible for configuring its information technology, computer programmes and platform to access the E-Commerce Portal. The Customer shall use its own virus protection software.
- 5.6. The Customer shall not misuse the e-Commerce Portal by knowingly or recklessly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful. The Customer shall not attempt to gain unauthorised access to the e-Commerce Portal, the server on which the e-Commerce Portal is stored or any server, computer or database connected to the e-Commerce Portal.
- 5.7. The Supplier reserves the right to suspend or cancel the Customer's e-Commerce Portal account for any reason whatsoever.

## **SECTION B - BACKGROUND**

### **6. Credit reference checks**

- 6.1. The sale by the Supplier of the Goods and/or the Services under the Contract is conditional upon the Customer maintaining a satisfactory credit rating. The Supplier may carry out such credit reference checks in relation to the Customer as the Supplier deems necessary. The Supplier reserves the right to cancel or suspend the Contract at any time prior to delivery of the Goods and/or performance of the Services if in its absolute discretion the Supplier is not satisfied with the credit rating of the Customer.
- 6.2. Where the Customer wishes to open a new credit account, it shall provide to the Supplier its bank details and two satisfactory trade references in such form as the Supplier may require.
- 6.3. If at any time the Supplier is unable to obtain a satisfactory credit rating in relation to the Customer the Supplier is entitled to suspend delivery of the Goods and to demand securities from the Customer (in its sole discretion) before it resumes the supply of the Goods and/or the performance of the Services.

## **SECTION C – BASIS OF CONTRACT AND GOODS**

### **7. Basis of contract**

- 7.1. The Supplier shall supply and the Customer shall purchase the Goods subject to these Conditions, which supersede any other terms which the Customer purports to apply or which are implied by trade, custom or course of dealing.
- 7.2. If there is any conflict or inconsistency between: (i) the Confirmation; (ii) any Supplementary Terms; (iii) these Conditions; (iv) the Order; and (v) any documents referred to in these Conditions, the earlier listed document shall prevail over a latter listed document to the extent of the conflict or inconsistency.
- 7.3. The Supplier supplies Goods to business and trade customers only. For the avoidance of doubt, the Supplier does not supply the Goods to consumers and the Customer acknowledges it is not acting in the capacity of a consumer.

### **8. Advertising and Promotional Material**

Any charges, samples, drawings, advertising, promotional material, descriptions, performance figures or technical data, dimensions, samples, illustrations and similar information or documentation contained in presentations, catalogues, brochures delivered, published or issued by the

Supplier prior to the supply of the Goods are intended merely to present a general introduction to the Goods described and do not form part of the Contract.

## **9. Quotations, Orders and Specifications**

- 9.1. A Quotation is an invitation to order the Goods and is not an offer by the Supplier. Quotations are valid for the period specified within the Quotation, and if no such period is specified a Quotation shall be valid for ninety (90) days from the date of the Quotation (the "Validity Period").
- 9.2. The Customer's order is an offer to purchase the Goods specified in the Quotation, subject to these Conditions. The Customer shall ensure that the terms of any order (including any specification supplied by the Customer) are complete and accurate in all material respects.
- 9.3. No order for the Goods shall be deemed to be accepted by the Supplier unless and until a Confirmation is issued by the Supplier (at its discretion) or, if earlier, the Supplier delivers the Goods in accordance with these Conditions.
- 9.4. Each Order gives rise to a Contract, and each Contract is separate from each other Contract.
- 9.5. Unless otherwise agreed, no Order may be cancelled by the Customer except with the Supplier's written agreement and on terms that the Customer shall indemnify the Supplier against all Losses incurred by the Supplier as a result of the cancellation.
- 9.6. The Supplier reserves the right to make any changes to the Goods which are necessary to comply with any applicable Regulations or safety requirement, or which do not materially affect the nature or quality of the Goods.
- 9.7. Quotations and offers may not be reproduced by the Customer and shall be deemed to be the Supplier's Confidential Information.

## **10. Prices**

- 10.1. Prices specified in a Quotation are valid only for the Goods specified in the Quotation.
- 10.2. If an Order is received by the Supplier within the Validity Period, the prices set out in the Quotation shall be fixed for a period of six (6) months, or such other period as may be specified in the Confirmation or as the parties may agree in writing, following receipt of the Order (the "Fixed Price Period"). If the Goods and/or the Services are not delivered or performed within the Fixed Price Period, the prices for the delivery of the Goods set out in the Quotation shall cease to apply, subject to Condition 9.7.
- 10.3. If delivery of the Goods and/or the performance does not take place within the Fixed Price Period, the Supplier shall be entitled to vary the prices.
- 10.4. Unless otherwise specified, the Price for the Goods identified in the Confirmation includes insurance and transportation to the Customer's premises within the mainland of Great Britain. The Supplier reserves the right to choose the method of transport and to charge for changes to the Delivery Location or for deliveries outside the mainland of Great Britain.
- 10.5. The Supplier may charge an increased Price when the cost of supplying the Goods increases for any reason which is beyond the reasonable control of the Supplier including, but not limited to, the Supplier's increased costs of manufacturing, or where the supply of the Goods is varied or delayed due to any of the acts or omissions of the Customer, including a failure to supply information or failure to supply information which is accurate in all material respects, delay in approving drawings and specifications or alteration of requirements or otherwise.

## **11. Payment**

- 11.1. Within thirty (30) days from the date of the Confirmation (or a longer period which the Supplier may allow, in its sole discretion), the Supplier shall invoice the Customer and the Customer shall pay the Price for the Goods.
- 11.2. Time for payment in respect of the Goods shall be of the essence and, unless credit arrangements or other payment terms are agreed and endorsed on the Quotation or Confirmation, payment shall be made in full and cleared funds to the Supplier or its

nominee within thirty (30) days' end of month of the invoice date irrespective of the date of delivery.

- 11.3. The currency of payment in respect of the Goods will be pounds sterling unless otherwise agreed and VAT will be charged in addition at the applicable rate.
- 11.4. The Customer shall pay the Supplier interest on overdue amounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 accruing on a daily basis until payment is made, after, as well as before, judgement.
- 11.5. In the event of the Customer's failure to pay the Price by the due date for payment, all discounts and bonuses granted to the Customer by the Supplier shall cease to apply. The Supplier may charge the Customer for any pre-trial costs including without limitation the cost of issuing late payment reminders to the Customer and its legal expenses. In the event of late payment, the Customer is liable for any currency losses with respect to the corresponding Order/Contract incurred between the original due date and the actual date of payment.
- 11.6. Payment may not be refused or delayed by reason of any defect in the Goods. The Customer shall make all payments under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 11.7. Failure by the Customer to make payments in respect of the Goods by the due date for payment in accordance with this Condition 11 shall entitle the Supplier to postpone further supplies of the Goods under the Contract or any other contract with the Customer, or to cancel any such contract with the Customer without penalty and without prejudice to any of the Supplier's rights.
- 11.8. If the supply of the Goods is suspended or terminated for any reason and payment for such Goods is due to the Supplier, the Supplier may raise an invoice in respect of the Goods delivered and/or Services performed which the Customer shall pay by the due date for payment specified in such invoice.

**12. Delivery of Goods**

- 12.1. Delivery shall comprise making available the Goods for unloading (or attempt to deliver the Goods pursuant to Clause 12.4) at the Delivery Location or, if the Customer is to collect the Goods, the collection of the Goods by the Customer or its carrier as specified in the Confirmation or as may be otherwise agreed between the parties. The Customer shall provide, at its expense, adequate and appropriate equipment and manual labour for loading and offloading any Goods.
- 12.2. The method of delivery shall be as specified in the Confirmation and shall be determined by the Supplier in its sole discretion. Where the Confirmation does not stipulate a delivery term, orders valued over £200 shall be CPT (ICC Incoterms 2010) Customer's premises.
- 12.3. The Supplier shall endeavour to deliver the Goods on the date specified in the Confirmation. Unless otherwise stated, dates for delivery are approximate only and the time of delivery is not of the essence.
- 12.4. If the Customer fails to take delivery of the Goods then the Goods shall be deemed delivered and the Supplier may (at its option): (i) store the Goods at the Customer's risk until actual delivery and charge the Customer for the reasonable costs (including insurance) in connection with such storage; or (ii) terminate the Contract without any liability to the Supplier.
- 12.5. If the Supplier reserves the right to charge for deliveries of Goods in crates or cases. Provided the Customer returns such crates or cases to the Supplier in perfect condition within one month of the date of delivery, the Supplier will refund the charge for such packaging.
- 12.6. Unless otherwise agreed between the parties in writing, the Supplier may deliver the Goods in instalments. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 12.7. The Customer shall at all times ensure that appropriate environmental conditions are maintained for the Goods and shall take all reasonable steps to ensure that the Goods are used and handled by or on behalf of the Customer in accordance with the Supplier's instructions.

**13. Risk and Property**

- 13.1. Subject to Condition 17.2, risk of loss or damage to the Goods shall pass to the Customer on delivery in accordance with Condition 13.2.
- 13.2. Risk shall pass to the Customer:-
  - 13.2.1. if the Goods are collected by or on behalf of the Customer, after the Goods are loaded onto the Customer's transport at the collection point specified in the Confirmation; or
  - 13.2.2. if the Goods are delivered by or on behalf of the Supplier and CPT (ICC Incoterms 2010) applies when the Goods are taken in charge by a carrier. The Supplier will take reasonable care and precautions in packaging the Goods and therefore cannot accept responsibility for damage during transit unless it has failed to take such reasonable care.
- 13.3. Until ownership of the Goods passes to the Customer in accordance with Condition 13.6, the Customer shall: (i) hold the Goods as the Supplier's fiduciary bailee; (ii) maintain the Goods in satisfactory condition insured for their full price against all risks from the date of delivery (maintaining the proceeds of insurance on trust for the Supplier); (iii) notify the Supplier immediately if it becomes subject to an Insolvency Event; and (vi) give the Supplier such information relating to the Goods as the Supplier may require.
- 13.4. In order to verify the Customer's compliance with its obligations and to exercise its rights under these Conditions, employees or agents of the Supplier shall be entitled without notice to enter the Customer's premises or such other premises where the Goods are stored. Where the Goods are stored at a premises which is owned by a third party, the Customer shall use all reasonable endeavours to procure entry to such premises by the Supplier in order to exercise the right set out in this Condition 13.
- 13.5. Nothing in this Condition shall give the Customer the right to return Goods to the Supplier other than in accordance with Condition 16.
- 13.6. The Goods shall remain the property of the Supplier until the Supplier has received the payment of the Price for the Goods. Upon receipt by the Supplier of the Price for the Goods from the Customer in cleared funds shall pass to the Customer.

**14. Warranties in respect of the Goods on delivery**

- 14.1. The Supplier warrants to the Customer that the Goods will correspond with the Specification in all material respects at the time of delivery.
- 14.2. The Supplier shall not be liable under the warranty at Condition 14.1 or under the Warranty if: (a) the Price for the Goods has not been paid by the due date for payment; or (b) any defect in the Goods arises as a result of any information, drawing, instruction or specification supplied by the Customer.

**15. Extended Warranty for Goods**

- 15.1. Unless otherwise agreed in writing between the parties, and subject to the remaining provisions of this Condition 15, the Supplier warrants that any Goods which are labelled with the trade mark "Tridonic" shall be free of manufacturing and material defects (the "**Warranty**") for a period of twenty four (24) months from the date of delivery of the Goods (the "**Warranty Period**").
- 15.2. The Supplier may agree warranty terms which the Customer may pass on to its customers or the ultimate end users of the Goods, as applicable. Details of such warranty terms shall be referred to or set out in a Confirmation, or otherwise identified by the Supplier in writing.
- 15.3. Except as provided under Condition 15.2, the Warranty is given solely by the Supplier to the Customer, and is not transferrable unless otherwise expressly agreed by the Supplier.
- 15.4. The Warranty is conditional upon the satisfaction of the following terms:
  - 15.4.1. the Goods are used in conformity with the Specification and any instructions or other specification(s) provided by the Supplier;
  - 15.4.2. where relevant, the Goods were professionally installed and placed in service according to the installation

instructions accompanying the Goods and Good Industry Practice;

15.4.3. the acceptable limits for temperatures and voltages according to the relevant technical or standards notified to the Customer in respect of the Goods are not exceeded; and

15.4.4. the Goods are not exposed to any unintended mechanical and/or chemical stresses.

15.5. The Supplier shall not be liable under the Warranty if the terms set out in Condition 15.4 are not satisfied.

15.6. The Warranty will not apply to:

15.6.1. any incidental costs arising in connection with the correction of defects (guarantee fulfilment), such as for installation and removal, transport of the defective and repaired or new goods, disposal, travel and transit time, and any delivery costs); these costs are borne by the Customer;

15.6.2. any wear parts;

15.6.3. any electronic components, that the Supplier sells as articles of merchandise;

15.6.4. settings or parameter settings on equipment that change based on wear and tear, fatigue or soiling;

15.6.5. product defects that are attributable to software errors, bugs, viruses or the like;

15.6.6. any services including but limited to software upgrades, updates, added functionality or recommissioning; or

15.6.7. any Consumables.

The Warranty shall cease to apply immediately if the Customer or third parties make or perform changes, repairs, service work or troubleshooting in respect of the Goods or any replacement goods other than in conformance with the requirements of this Condition 15 without the prior written consent of the Supplier.

15.7. Unless otherwise agreed between the parties, the Supplier does not warrant that the Goods will comply with the legal or regulatory compliance requirements of any destination that the Customer may wish to export the Goods to outside the United Kingdom.

**16. Acceptance, Defects and Remedies relating to the Goods**

16.1. The Customer shall accept all the Goods which meet the requirements of Conditions 14.1 in all material respects.

16.2. The Customer shall be deemed to have accepted the Goods where: (i) the Customer asks for or agrees to the repair of the Goods; and/or ii) the Goods are delivered to a third party (iii) the Customer has not notified the Supplier of a defect or error in relation to the Goods in accordance with Condition 16.3 and 16.4 the Customer has notified the Supplier that it accepts the Goods.

16.3. Subject to Condition 16.4, if the defect in respect of the Non-conforming Goods is reasonably apparent on delivery the Customer must provide written notice to the Supplier of:

16.3.1. any errors in the quantity of Goods delivered within forty eight (48) hours of delivery;

16.3.2. any Non-conforming Goods within eight (8) days of delivery; and

16.3.3. any claims under the Warranty within the Warranty Period.

16.4. Where any defect in respect of Non-conforming Goods is not reasonably apparent on delivery, the Customer must provide written notice to the Supplier of the defect within fourteen (14) days of the date on which the Customer became aware of, or ought reasonably to have become aware of the defect.

16.5. If the Supplier confirms to the Customer that it has a valid claim in relation to Non-conforming Goods which has been notified to the Supplier in accordance with Conditions 16.3 and 16.4, as appropriate, the Goods concerned shall be appropriately stored by the Customer until the Supplier shall have had an opportunity to inspect them and thereafter the Supplier shall, at its discretion, repair or replace the Goods concerned free of charge. The Customer shall, in accordance with the Supplier's instructions,

return any Goods to the Supplier at the Supplier's cost or make such Goods available for collection by the Supplier.

16.6. The Contract applies to goods which are repaired or replaced under Condition 16.5 as it applies to the Goods, and the Supplier shall acquire all right, title and interest in and to the original Goods to the extent replaced.

16.7. Any replacement goods or parts provided by the Supplier in accordance with Condition 16.5: (i) may contain new or Recycled Materials; (ii) shall have the same functionality as the Goods being replaced; and (iii) shall not exhibit any material or manufacturing defects for the remainder of the Warranty Period in respect of the Goods replaced. The dimensions and design of any replacement goods may deviate from the original Goods, provided that such deviations do not materially affect the quality or performance of such goods.

16.8. Without prejudice to any claims the Customer may have under the Warranty, the remedies set forth in this Condition 16 shall be the Customer's sole and exclusive remedy for any Non-conforming Goods supplied by the Supplier or failure by the Supplier to deliver the Goods and the Supplier shall have no further liability to the Customer in respect thereof.

**17. Software Licence**

17.1. Upon delivery of the goods to the Customer in accordance with the Contract, the Supplier grants to the Customer a non-exclusive and royalty-free licence to use any Software solely in connection with the use of the Goods.

17.2. The Software contains Confidential Information of the Supplier (and/or its licensor, where applicable) and the Software and all such Confidential Information are the exclusive property of the Supplier (or its licensor, as appropriate).

17.3. Save to the extent permitted by Section 50B of the Copyright, Designs and Patents Act 1988 (as may be amended, updated or replaced from time to time), the Customer shall not: (i) copy the whole or any part of the Software; or (ii) decompile, disassemble or reverse compile the whole or any part of the Software from object code into source code.

17.4. Unless otherwise agreed between the parties, the Customer shall not: (i) modify, merge or combine the whole or any part of the Software with any other software or documentation; or (ii) assign, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Software nor use on behalf of or make available the same to any third party. The Software as modified or merged pursuant to this Condition shall remain subject to these Conditions.

17.5. The Supplier does not warrant that the Software will operate uninterrupted or be error free.

17.6. If the Customer fails to make payment for the goods in accordance with these Conditions or as otherwise agreed in writing between the parties, the parties hereby agree that the licence detailed at Condition 17.1 shall automatically terminate.

**18. SECTION D - SERVICES**

18.1. The Supplier will perform the Services and the Customer purchase the Services subject to these Conditions, which supersede any other terms which the Customer purports to apply or which are implied by trade, custom or course of dealing.

**19. Quotations, Orders and Specifications**

19.1. A Quotation is an invitation to order the Services and is not an offer by the Supplier. Quotations are valid for the period specified within the Quotation, and if no such period is specified a Quotation shall be valid for ninety (90) days from the date of the Quotation (the "Validity Period").

19.2. The Customer's order is an offer to purchase the Services specified in the Quotation, subject to these Conditions. The Customer shall ensure that the terms of any order (including any specification supplied by the Customer) are complete and accurate in all material respects.

19.3. No order for the Services shall be deemed to be accepted by the Supplier unless and until a Confirmation is issued by the Supplier or

(if earlier) the Supplier performs the Services in accordance with these Conditions.

- 19.4. Each Order gives rise to a Contract, and each Contract is separate from each other Contract.
- 19.5. Unless otherwise agreed, no Order may be cancelled by the Customer except with the Supplier's written agreement and on terms the Customer shall indemnify the Supplier against all Losses incurred by the Supplier as a result of the cancellation.
- 19.6. The Supplier reserves the right to make any changes in the Specification of the Services which do not materially affect their quality or performance.

**20. Prices**

- 20.1. Prices specified in a Quotation are valid only for the Services specified in the Quotation.
- 20.2. If an Order is received by the Supplier within the Validity Period, the prices set out in the Quotation shall be fixed for the Fixed Price Period. If the Services are performed within the Fixed Price Period, the prices for the performance of the Services set out in the Quotation will apply.
- 20.3. If the performance of the Services does not take place within the Fixed Price Period, the Supplier shall be entitled to vary the prices.
- 20.4. The Supplier may charge an increased Price when the cost of performing the Services increases for any reason which is beyond the reasonable control of the Supplier including, but not limited to, the Supplier's increased costs of manufacturing, or where the performance of the Services is varied or delayed due to any of the acts or omissions of the Customer including a failure to supply information or failure to supply information which is accurate in all material respects, delay in approving drawings and specifications or alteration of requirements or otherwise.
- 20.5. If and to the extent that, the Supplier is required to perform services which are in addition to any Services specified in an Order, the Customer shall pay the Supplier's charges (at the Supplier's then prevailing rates) and all costs and expenses suffered or incurred by the Supplier for such services performed by the Supplier. Payment shall be made by the Customer in accordance with this Condition 20.5.

**21. Payment**

- 21.1. Time for payment in respect of the Services shall be of the essence and, unless credit arrangements or other payment terms are agreed and endorsed on the Quotation or Confirmation, payment shall be made in full and cleared funds to the Supplier or its nominee within thirty (30) days of the invoice date.
- 21.2. The currency of payment in respect of the Services will be UK pounds sterling unless otherwise agreed and VAT will be charged in addition at the applicable rate.
- 21.3. The Customer shall pay the Supplier interest on overdue amounts in respect of the Services in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 accruing on a daily basis until payment is made, after, as well as before, judgement.
- 21.4. Payment may not be refused or delayed by reason of any defect in Services. The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.
- 21.5. Failure by the Customer to make payments in respect of the Services by the due date for payment in accordance with this Condition 21 shall entitle the Supplier to suspend performance of Services under the Contract or any other contract with the Customer, or to cancel any such contract with the Customer without penalty and without prejudice to any of the Supplier's rights.
- 21.6. If the performance of the Services is suspended or terminated for any reason and payment for such Services is due to the Supplier, the Supplier may raise an invoice in respect of the Services performed by the Supplier which the Customer shall pay by the due date for payment specified in such invoice.

**22. Performance of the Services**

- 22.1. The Supplier shall endeavour to meet any performance dates for the Services specified in the Confirmation or Specification, but any such dates shall be approximate only and time of performance of the Services is not of the essence.
- 22.2. It is a condition of the Contract that the Customer receives or arranges for the receipt or performance of the Services when performance is effected by the Supplier, and the Customer shall provide all necessary labour, materials and plant, prepare the site, procure all licences and other authorisations required for the Supplier or its subcontractor (as appropriate) to perform the Services and take such other steps as the Supplier may reasonably require.
- 22.3. The Customer hereby grants the Supplier and its personnel full, safe and uninterrupted access, (including remote access, where appropriate), to the premises, systems, Goods and the Software of the Customer or any other entity as may reasonably be required for the purpose of performing its obligations under the Contract, in particular to perform the Services and inspect the Goods. Unless otherwise agreed, such access shall be permitted within the Standard Service Hours.
- 22.4. Where the Services are to be performed at the premises of the Customer or any other entity, the Customer shall provide or arrange for the provision of adequate working space and office (including telephone) facilities for use by the Supplier's personnel and take reasonable care to ensure their safety by notifying them in advance of any of the policies of the Customer or of any other entity which must be complied with on site.
- 22.5. The Supplier shall not be obliged to provide any Services, or shall be entitled to increase the Price of the affected Services, where the Supplier is reasonably required to perform additional work (including dismantling the Customer's cladding, false ceilings or any other structure) to gain access to the existing components in order to perform the Services.
- 22.6. The Customer shall: (i) co-operate with the Supplier in performing the Services and provide any assistance or information as may reasonably be required by the Supplier; (ii) make available a person familiar with the Goods and Services to liaise with the Supplier; and (iii) report faults promptly to the Supplier including a description of the fault, containing as much detail as possible, and of the circumstances at the time it occurred.
- 22.7. The Supplier reserves the right to make any changes to the Services which are necessary to comply with any applicable Regulations or safety requirement, or which do not materially affect the nature or quality of the Services.
- 22.8. The Customer shall not postpone performance of the Services except with the prior consent of the Supplier. Where the Supplier agrees to postpone performance of the Services at the request of the Customer, the Supplier is discharged from performing the Services where, to the extent, and for so long as the Customer has requested to postpone the Services and the Supplier shall be entitled to charge the Customer for the reasonable costs in connection with the postponement.

**23. Warranties in respect of the Services**

- 23.1. Subject to Condition 24.6, and unless otherwise agreed, the Supplier warrants to the Customer that the Services will be performed using reasonable skill and care in accordance with the Specification.
- 23.2. The Supplier shall not be liable under the warranty detailed at Condition 23.1 (or any other warranty, condition or guarantee) if: (i) the Price for the Services has not been paid by the due date for payment; (ii) the Services are provided based on inaccurate or misleading information provided by the Customer; (iii) the Services are provided in accordance with the instructions of the Customer; or (iv) the Customer is in breach of the Contract.
- 23.3. The Supplier shall have no obligation to perform the Services where faults arise from: (i) items which enable the Supplier to perform its obligations under the Contract being missing or defective (including without limitation, electricity lines or cables, control or main fuses, energy supply, water or fire damage); (ii) use of the Software in combination with any equipment or Software not provided by the Supplier, or any fault in any such equipment or

Software; or (iii) any delay in or breach or other failure of the Customer's obligations under the Contract.

- 23.4. Where faults arise from: (i) failure to install or commission the Goods correctly (other than by the Supplier); (ii) misuse, incorrect use of or damage to the Goods; (iii) failure to maintain the necessary environmental conditions for use of the Goods; (iv) alteration, modification, repair or servicing of the Goods and/or Software by any person other than the Supplier; or (v) relocation of the Goods and/or the Software by any person other than the Supplier and the Customer, the Supplier may (at its discretion) perform additional services which are in addition to any Services specified in an Order and the Customer shall pay for such additional work in accordance with Clause 20.5.

**24. Acceptance, Defects and Remedies**

- 24.1. The Customer shall accept all the Services which meet the requirements of Condition 23.1 in all material respects.
- 24.2. The Customer must notify the Supplier of Non-conforming Services by providing written notice to the Supplier within four (4) days of completion of the relevant part of the Services.
- 24.3. If the Supplier confirms to the Customer that it has a valid claim in relation to Non-conforming Services which has been notified to the Supplier under Condition 24.2, the Supplier shall re-perform Non-conforming Services at its own cost within a reasonable period of time. No representation or warranty is given by the Supplier that all faults will be fixed or will be fixed within a specified period of time.
- 24.4. The Contract applies to any services which are re-performed under Condition 24.3 as it applies to the Services.
- 24.5. The remedies set forth in this Condition 24 shall be the Customer's sole and exclusive remedy for any Non-conforming Services supplied by the Supplier or failure by the Supplier to perform the Services, and the Supplier shall have no further liability to the Customer in respect thereof.
- 24.6. The Supplier shall not be liable under the warranty detailed at Condition 23.1 (or any other warranty, condition or guarantee) if: (i) the Price for the Services has not been paid by the due date for payment; (ii) the Services are provided based on inaccurate or misleading information provided by the Customer; (iii) the Services are provided in accordance with the instructions of the Customer; or (iv) the Customer is in breach of the Contract.
- 24.7. The Customer shall be deemed to have accepted the Services where the Customer has not notified the Supplier of a defect in Services in accordance with Condition 24.2.

**SECTION E - GENERAL**

**25. Limitation of Liability**

- 25.1. The following sets out the entire financial liability of the Supplier in respect of the following (each being an "Event of Default"): (i) a breach by the Supplier of the Contract; and (ii) a tortious act or omission (including negligence), breach of statutory duty, misrepresentation or misstatement, of the Supplier in connection with the Contract.
- 25.2. Nothing in the Contract shall operate to limit or exclude the Supplier's liability for death or personal injury caused by its negligence, fraud, fraudulent representation or any other liability to the extent it cannot be excluded or limited by law.
- 25.3. Subject to Condition 25.2 and any specific limitations and exclusions under these Conditions and without prejudice any claims the Customer may have under the Warranty, the Supplier's total liability for all Events of Default arising from or in connection with the Contract shall not exceed an amount equal to the total Price payable to the Supplier under the applicable Contract subject to the following:
- 25.3.1. the Supplier's liability for Events of Default arising from or in connection with the supply of Goods shall not exceed an amount equal to the higher of the value of the Price payable for the Goods and two hundred and fifty thousand pounds (£250,000); and

25.3.2. the Supplier's liability for Events of Default arising from or in connection with the performance of the Services shall not exceed an amount equal to the higher of the value of the Price payable for the Services and two hundred and fifty thousand pounds (£250,000).

- 25.4. All warranties, conditions or terms not set out in the Contract and which would otherwise be implied or incorporated into the Contract by statute, common law or otherwise (other than as to statutory interest, or title to the Goods) are hereby excluded except to the extent they may not be excluded or limited by law.
- 25.5. Subject to Condition 25.2, the Customer acknowledges that any recommendations given by the Supplier as to the use, application, storage, handling or disposal of the Goods (whether before or after delivery) or the Services in sales or technical literature or in response to an enquiry or in any other form are provided in good faith and the Customer shall be responsible for assessing the suitability and appropriateness of such recommendations for itself and the Supplier shall not have any liability for such recommendations.
- 25.6. Subject to Condition 25.2, in no event shall the Supplier be liable, whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the Contract for any Loss for which the Customer has assumed the risk under the Contract, loss of profit, loss of reputation, loss of business, revenue or goodwill, anticipated savings, loss or damage to data, or for any consequential or indirect loss, and regardless of whether the loss or damage would arise in the ordinary course of events, is reasonably foreseeable, is in the contemplation of the parties, or otherwise.
- 25.7. The Supplier shall have no liability to the Customer for Losses which could have been avoided by the Customer undertaking adequate testing of the Goods upon delivery or prior to installation.
- 25.8. The Customer undertakes that it shall not bring any claim against any individual employee or officer of the Supplier in respect of or relating to the Contract.
- 25.9. The Customer shall only be entitled to bring a claim against the Supplier where the Customer issues legal proceedings against the Supplier within the period of six (6) months commencing on the date upon which the Customer ought reasonably to have known of its entitlement to bring a claim.

**26. Intellectual Property Rights**

- 26.1. All Intellectual Property Rights arising out of or in connection with the Goods or the Services shall belong to the Supplier (or its licensor) notwithstanding that any specification may have been prepared in whole or in part by or on behalf of the Customer and, to the extent not otherwise owned by the Supplier (or its licensor), the Customer hereby assigns all such right, title and interest (including all Intellectual Property Rights) in the Goods and in any specification prepared in whole or in part or on behalf of the Customer to the Supplier.
- 26.2. The Customer warrants that any specification or other information provided by or on its behalf for use by the Supplier will not infringe the Intellectual Property Rights or other rights of any third party, and the Customer shall indemnify the Supplier from and against all and any Losses suffered or incurred by the Supplier (or its affiliates) arising out of or in connection with any such infringement or alleged infringement.
- 26.3. The Customer shall, promptly at the Supplier's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Supplier may from time to time require for the purpose of securing for the Supplier the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Supplier in accordance with Condition 26.1.

**27. Termination**

- 27.1. The Supplier may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the Customer if: (i) the Customer commits any breach of the Contract and (if capable of remedy) fails to remedy such breach within seven (7) days after being required by written notice to do so; or (ii) an Insolvency Event occurs in relation to the Customer

- 27.2. The Customer may not, without the prior written agreement of the Supplier, terminate the Contract (in whole or in part) or make any variations to the Contract (including, without limitation, as to the quantity or type of the Goods or Services) once the Supplier has issued its Confirmation. If any termination or variation is agreed by the Supplier, the Supplier may vary its prices, timescales and any other terms accordingly and may charge a handling or other fee as it deems appropriate in its sole discretion.
- 27.3. Upon termination of the Contract for whatever reason, the Customer's right to receive the Services shall cease automatically with immediate effect and to the extent not already paid all charges for the Goods and/or the Services shall become immediately due and payable by the Customer to the Supplier.
- 27.4. Termination of the Contract does not affect: (i) the rights or liabilities of the parties which have accrued on or before termination; and (ii) the continuance in force of Conditions 13, 14, 24, 26, 17, 24, 28 and 33 which survive termination of the Contract.

## 28. Indemnity

- 28.1. Except to the extent the Supplier may be liable to the Customer under the Contract, the Customer shall indemnify the Supplier against all and any Losses incurred by the Supplier:
- 28.1.1. arising in connection with the Supplier's use of any information, instructions, specifications, materials or products supplied by the Customer to the Supplier in respect of the Goods and/or the Services;
- 28.1.2. toward a third party arising out of or in connection with the Goods supplied by the Supplier or their operation or use, or the performance of or use of the Services, and whether arising by reason of the negligence of the Supplier or otherwise (including any claims by customers of the Customer and any liability arising due to the use of the Goods for counterfeiting purposes);
- 28.1.3. as a consequence of the Customer's delay, breach or other failure to perform any of its obligations under the Contract; and/or
- 28.1.4. as a result of or in connection with any act, failure to act or omission of the Customer which causes the Supplier to be in breach or delay or otherwise fail to perform its own obligations under any agreement it has entered into with the Customer in connection with the Goods, the Services, the Contract or otherwise.
- 30.4. The parties acknowledge and agree that, for the purposes of the Data Protection Law, to the extent the Supplier acts as a data processor in its processing of Personal Data on behalf of the Customer (as data controller) in the performance of the Supplier's obligations under the Contract:
- 30.4.1. the Customer shall determine the purpose for which and the manner in which all Personal Data shall be processed by the Supplier whilst performing the Services or supplying the Goods. Further information about the Personal Data processing activities contemplated by the Contract is set out in the Data Processing Details;
- 30.4.2. the Supplier shall only process the Personal Data for the purposes of performing its obligations under the Contract and in accordance with the written instructions given by the Customer from time to time, unless the Supplier is subject to an obligation under Regulations (including Data Protection Law) of the European Union or a member state of the European Union to do otherwise, in which case the Supplier shall (to the extent permitted by law) notify the Customer in advance of that legal obligation;
- 30.4.3. the Supplier shall notify the Customer immediately if, in the Supplier's opinion, an instruction from the Customer breaches a requirement of Data Protection Law);
- 30.5. The Supplier shall not subcontract the processing of Personal Data to a subprocessor without the prior written consent of the Customer. In the event that the Customer provides its consent, the Supplier shall (prior to the subprocessor processing the Personal Data) enter into an agreement with the subprocessor on terms that provide no less protection for the Personal Data than those set out in this Condition 30 and shall ensure that the agreement remains in force for the duration of the subprocessor's processing of Personal Data. The Supplier shall remain fully liable for the acts and omissions of each subprocessor.
- 30.6. The Supplier shall ensure that all personnel with access to Personal Data are subject to a contractual duty of confidence to hold the Personal Data in strict confidence to the standard required by these Conditions.
- 30.7. All Personal Data acquired by the Supplier from the Customer shall, at the Customer's cost, be securely returned or deleted (at the option of the Customer), together with all copies in any form or in any media, in the Supplier's power, possession or control following the earlier of: (i) termination or expiry of the Contract; (ii) a request from the Customer; or (iii) if the Supplier no longer needs the Personal Data in connection with the performance of its obligations under the Contract, provided always that the Supplier may retain copies of the Personal Data if it is required to do so under applicable law (including Data Protection Law) of the European Union or Member State law.

## 29. Anti-bribery

- 29.1. The Customer represents, warrants and undertakes that it shall:
- 29.1.1. comply with all applicable Regulations relating to anti-corruption, anti-trust, anti-money laundering, anti-bribery (including but not limited to the Bribery Act 2010) or any other criminal laws relating to the activities contemplated by the Contract or any other agreement with the Supplier ("**Relevant Requirements**");
- 29.1.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
- 29.1.3. have and shall maintain in place throughout the term of the Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate.
- 30.8. The Supplier shall implement and maintain all adequate and appropriate technical and organisational measures and controls against unauthorised or unlawful processing of the Personal Data and against accidental loss, destruction of, theft, use, disclosure or damage to, the Personal Data (any such event being a "**Data Protection Event**") and shall protect against any anticipated threats or hazards to the security or integrity of the Personal Data, and detect and prevent Data Protection Events, and such measures shall at a minimum meet the standard required by Data Protection Law, including (without limitation) the standard required by Article 32 of the GDPR.
- 30.9. The measures to be adopted under Condition 30.8 shall ensure a level of security appropriate to the harm that might result from a Data Protection Event and the nature of the Relevant Personal Data, having regard to the state of technological development and the cost of implementing the measures.

## 30. Data Protection

- 30.1. Terms defined in the Data Protection Law shall have the same meaning when used in these Conditions.
- 30.2. References to a law of the European Union include a reference to that law as incorporated into the laws of the United Kingdom at any time after the United Kingdom ceases to be a Member State of the European Union.
- 30.3. The Supplier and the Customer shall each ensure that it shall comply with the provisions and obligations imposed on it by Data Protection Law.
- 30.10. The Supplier shall take reasonable steps to ensure the reliability of its representatives and personnel who have access to the Personal Data (including ensuring such representatives and personnel are subject to a contractual duty of confidence to hold the Personal Data in strict confidence to the standard required by these Conditions) and shall inform them of the nature of and the need to avoid Data Protection Events.

- 30.11. The Supplier shall promptly, and in any event no later than as is reasonably required in order to enable the Customer to fulfil its respective duties under Data Protection Law:
- 30.11.1. provide to the Customer the assistance contemplated by Article 28(3)(e) of the GDPR; and
  - 30.11.2. provide the Supplier with the assistance contemplated by Article 28(3)(f) of the GDPR, such assistance to be provided at the Supplier's cost; and
- 30.12. The Supplier shall, at the Customer's cost, provide the Customer with all information necessary to enable the Customer to verify the Supplier's (and each subprocessor's) compliance with this Condition 30.12. Without prejudice to the foregoing, the Customer shall be entitled to on reasonable advance notice to the Supplier (such notice shall not be required in the event of a Security Incident) to inspect, test and audit or appoint representatives to inspect, test and audit, all facilities, premises, equipment, systems, documents and electronic data relating to the processing of Personal Data by or on behalf of the Supplier and the Supplier shall cooperate and assist the Customer (and its representative) with each inspection, test and audit.

**31. Notices**

Any notice required to be given by either party hereunder shall be made in writing (which shall include, for the avoidance of doubt, by e-mail). Where written notice is to be sent by post, it shall be dispatched to a party by first class registered or recorded delivery post at the respective registered office addresses of the relevant party (or another address as notified to each party in writing) as stated in these documents and promptly confirmed by written notice. Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been received on the fifth (5th) Business Day after the day of posting. Any notice sent by fax shall be deemed to have been delivered upon receipt of the hard copy.

**32. Force Majeure**

The Supplier shall have no liability if it is delayed, prevented or hindered in performing its obligations under the Contract due to circumstances beyond its reasonable control including, without limitation, acts of God, breakages of machinery, shortages of materials or utilities, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

**33. Confidentiality**

- 33.1. Each party undertakes to the others that it shall keep confidential and shall not at any time disclose to any person any Confidential Information concerning the other party, except as permitted by Condition 33.2.
- 33.2. Each party may disclose the other party's Confidential Information: (i) to its employees, officers, representatives or advisers who need to know such information. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this Condition 33.2; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 33.3. No party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.
- 33.4. Each party acknowledges that Confidential Information is valuable and that damages might not be an adequate remedy for any breach of this Condition 33 and accordingly a party will be entitled, without proof of special damage, to an injunction and other equitable relief for any actual or threatened breach of this Condition 33.

**34. Entire Agreement**

- 34.1. The entire agreement between the parties for the supply of the Goods and/or the Services consists of: (i) the Confirmation; (ii) any Supplementary Terms; (iii) these Conditions; (iv) the Order; and (v) any documents referred to in these Conditions or the Confirmation.
- 34.2. Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. Nothing in this Condition shall operate to exclude or limit the liability of a party for fraudulent misrepresentation.

**35. General**

- 35.1. Any member of the Supplier's group of companies may perform any of the Supplier's obligations (in whole or in part) or exercise any of its rights (in whole or in part) by itself or through any other member of its group.
- 35.2. Any Services provided by the Supplier to the Customer or the Customer's ultimate client (excluding, for the avoidance of doubt, any of the Services) shall be subject to the Supplementary Terms.
- 35.3. Except as provided pursuant to and in accordance with Condition 35.7, the Contract is personal to the Customer and the Customer shall not assign or transfer to any other person any of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 35.4. The Supplier may assign, transfer or sub-contract all or any of its rights and obligations under the Contract to any other person without the consent of the Customer.
- 35.5. No failure or delay by the Supplier in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by the Supplier of any breach of the Contract by the Customer shall be effective unless in writing signed by a duly authorised officer of the Supplier and shall not in any event be considered as a waiver of any subsequent breach of the same or any other provision.
- 35.6. If any provision of these terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected.
- 35.7. Except as provided by these Conditions, a person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 (as may be amended, updated or replaced from time to time) to enforce any term of the Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 35.8. The rights of the Customer under the Contract are the Customer's only rights relating to the subject matter of the Contract, and are to the exclusion of any other legal rights other than the right to claim damages for breach of contract which is not otherwise excluded by the Contract.
- 35.9. The rights and remedies provided under the Contract are cumulative and (unless otherwise provided in the terms of the Contract) are not exclusive of any rights or remedies provided by law or in the Contract.

**36. Complaints**

If the Customer has a complaint or a dispute with the Supplier with respect to any aspect of the Contract, and if it has complained to the Supplier by contacting the Supplier and the Supplier has been unable to resolve the complaint, the Customer may then be entitled to refer the complaint to this independent body for resolution. Following this complaints procedure does not affect the Customer's right to take legal action.

**37. Governing law and jurisdiction**

The Contract is subject to the laws of England and the exclusive jurisdiction of its courts. Nothing in these Conditions shall limit the right of the Supplier to, at its discretion, take proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

**38. Definitions and interpretations**

38.1. In these Conditions, unless the context otherwise requires, the following definitions apply:-

"Business Day"	Monday to Friday excluding public holidays in England and "Business Days" shall be construed accordingly;
"Consumable"	an item which is intended by the Customer to be used up and then replaced, including, for example, batteries;



"Conditions"	these terms and conditions and any special conditions included in a Confirmation or which may otherwise be agreed in writing between the parties;		attachment, sequestration, distraining upon or execution over or affecting any material asset of the Relevant Party, which in any case is not withdrawn or dismissed as soon as reasonably practicable;
"Confidential Information"	with respect to the Customer or the Supplier, all information and trade secrets relating to its business or customers which come into the possession of another party pursuant to the Contract, in any form;	"Intellectual Property Rights"	means any and all patents, trade marks, business names, copyright, moral rights, database rights, rights in designs, rights in inventions, and any and all other intellectual property rights, whether or not registered or capable of registration and whether subsisting anywhere in the world and including all applications and rights to apply for any of them together with all or any associated goodwill;
"Confirmation"	an acknowledgement of an Order issued by the Supplier to the Customer;		
"Contract"	includes, as the context requires, (i) an agreement for the supply of Goods and/or Services established between the Supplier and the Customer in accordance with these Conditions;	"Loss"	means all loss, damage, claims, cost and expense;
"Customer"	the Customer identified in the Quotation and the Confirmation;	"Non-conforming Goods"	Goods which do not comply with Condition 14.1;
"Data Processing Details"	the description of the Personal Data processing activities contemplated by this Agreement, as set out in the Annex;	"Non-confirming Services"	Services which do not comply with Condition 23.1;
"Data Protection Law"	all applicable laws and regulations pertaining to the security, confidentiality, protection or privacy of Personal Data, as amended or re-enacted from time to time, including (without limitation and to the extent applicable) the GDPR;	"Order"	means an order, for the purchase of the Goods submitted by the Customer and accepted by the Supplier in accordance with Conditions 9.3 and 19.3 (as applicable);
"Data Protection Event"	has the meaning given in Condition 30.8;	"Personal Data"	the personal data made available by or on behalf of the Customer to the Supplier for the purposes of the Contract, obtained by the Supplier in connection with the Contract, during the course of supplying the Goods, or generated in the course of providing the Services, that is processed by the Supplier on behalf of the Customer in accordance with the Contract, as further described in the Data Processing Details;
"Delivery Location(s)"	such location (or locations) for the delivery of the Goods as is specified in the Confirmation, or such other location as the parties may agree in writing;	"Price"	the price of the Goods and/or the Services stated in the Confirmation or as may otherwise be agreed in writing between the Customer and the Supplier and any other sums due and payable under the Contract;
"e-Commerce Portal"	has the meaning given in Condition 1.1;	"Quotation"	a quotation provided by the Supplier to the Customer in relation to Goods and/or the Services;
"Event of Default"	has the meaning given in Condition 25.1;	"Recycled Materials"	parts or Goods that are used or reconditioned and are not new;
"Fixed Price Period"	has the meaning given in Condition 10.2;	"Regulations"	all legislation, and all rules or regulations of any kind, including orders, instructions or directions of a competent authority, and all related official guidance, whether enacted or enforced by any competent authority with whose decision or determination it is Good Industry Practice to comply;
"Good Industry Practice"	in relation to any undertaking in any circumstances, the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person in the same or similar circumstances;	"Security Incident"	(a) the unlawful or unauthorised processing of Personal Data; or (b) any other security incident affecting the Personal Data (including without limitation) a personal data breach as defined in the GDPR;
"GDPR"	The European General Data Protection Regulation, namely Regulation (EU) 2016/679;	"Services"	the services to be performed by the Supplier under the Contract (if any) as agreed in the Confirmation or otherwise in writing;
"Goods"	the goods (including any components or parts) identified in a Confirmation;	"Software"	any software incorporated into the Goods;
"Group"	in relation to a company, that company, any subsidiary or holding company from time to time of that company and any subsidiary from time to time of a holding company of that company with each of "subsidiary" and "holding company" having the meaning given to them under section 1159 of the Companies Act 2006;	"Specification"	the specification of the Goods and/or the Services referred to in a Confirmation or otherwise identified by the Supplier in writing;
"Insolvency Event"	each and any of the following in relation to the Customer or the Supplier (in each case, the "Relevant Party"): (a) any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to: (i) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Relevant Party; (ii) the appointment of a liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of the Relevant Party or any of its assets; (iii) the enforcement of any security over any assets of the Relevant Party; or (iv) the	"Standard Service Hours"	8:00am to 5:00pm on Business Days;
		"Supplementary Terms"	any additional terms and conditions applicable to the Goods and/or the Services, which are referred to or set out in a Confirmation or which are provided to the Customer by the Supplier;

“Supplier”	Tridonic UK Limited, a company registered in England and Wales under company number 00887600 whose registered VAT number is GB 199 1338 27 and whose registered office is at 7 Lindenwood, Chineham Business Park, Crockford Lane, Chineham, Basingstoke, Hampshire, RG24 8LB, being the supplier of the Goods and/or the Services under the Contract;
“Validity Period”	with respect to a Quotation, has the meaning set out at Condition 9.1;
“VAT”	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax;
“Warranty”	the warranty detailed in Condition 15.1 or such other warranty as the Supplier may expressly agree in writing; and
“Warranty Period”	the meaning set out at Condition 15.1.

38.2. References to: (i) a statutory provision includes a reference to any modification, consolidation or re-enactment or replacement of the provision from time to time in force and all subordinate instruments, orders or regulations made under it; (ii) “includes” or “including” shall be construed without limitation to the generality of the preceding words; (iii) “writing” means a method of reproducing words in a legible and non-transitory form, including e-mail; (iv) “indemnify” means to indemnify on demand and hold harmless on an after tax basis; (v) the singular includes the plural and vice versa; (vi) one gender includes all genders; (vii) any document (including the Contract) shall be construed as a reference to that document as amended from time to time.

38.3. Condition headings do not affect their interpretation.

ANNEX

Data Processing Details

(A)	<b>Subject matter, nature and purpose of the processing of Personal Data under the Contract</b>	<p><b>Subject matter</b> The provision of Goods by the Supplier to the Customer.</p> <p><b>Nature</b> Processing activities, such as storage, retrieval, analysing, data collection and data transfer will all be undertaken by the Supplier.</p> <p><b>Purpose</b> Personal Data is processed in order to supply Goods, obtain credit reference checks, provide marketing services, improve the effectiveness of the Supplier's marketing communications with the Customer and provide customer services.</p>
(B)	<b>Duration of the processing of Personal Data under the Contract</b>	For the term of the Contract, as set out in the Confirmation.
(C)	<b>Type of Personal Data processed under the Contract</b>	<p><b>Personal Data</b> Contact details (name, address, email address, phone numbers) and financial information.</p> <p><b>Special Categories of Personal Data</b> No sensitive personal data will be processed under the Contract.</p> <p><b>Criminal Records Data</b> No criminal records data will be processed under the Contract.</p>
(D)	<b>Categories of data subjects of the Personal Data processed under the Contract</b>	Past, present and prospective customers.

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