

1. **Acceptance:** These terms govern the purchase and sale of the Product, equipment and related services, if any, from Seller (collectively, "Product"), which may be referred to in Seller's purchase order, quotation, proposal or acknowledgement, as the case may be ("Sellers Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Delivery:**
 - i. The delivery and/or shipping schedule is the best estimate possible based on conditions existing at the time of Seller's acceptance of the order or Seller's quotation and receipt of all specifications, as applicable, and in the case of non-standard items, any such date is subject to Seller's receipt of complete information necessary for design and manufacture. Seller assumes no liability whatsoever, including loss of use or for any other direct, indirect, or consequential damages due to delays. The Products may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
 - ii. Seller shall make the Product available to Buyer at Seller's designated shipment point or as otherwise specified in the Seller's Documentation (each, "Seller's Shipment Point") using Seller's standard methods for packaging and shipping such Products. Buyer shall take delivery of the Products within 5 days of Seller's written notice that the Products have been delivered to the Seller's Shipment Point.
 - iii. If for any reason Buyer fails to accept delivery of any of the Products on the date fixed pursuant to Seller's notice that the Products have been delivered at the Seller's Shipment Point, or if Seller is unable to deliver the Products at the Seller's Shipment Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) legal title and risk of loss to the Products shall pass to Buyer; (ii) the Products shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
 - iv. Unless otherwise mutually agreed to in writing by the parties, delivery shall be CPT (Seller's Shipment Point) INCOTERMS 2020. At Buyer's request, Seller will, at Buyer's risk and expense, arrange for delivery of the Products to Buyer's site/facility and Buyer will pay, or reimburse Seller, for all freight charges, taxes, duties, entry fees, brokers' fees, special, miscellaneous and all other ancillary charges and special packaging charges incurred.
3. **Prices:** The price of the Products shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's price list current at the date of acceptance of the order. Except as may be specifically provided in Seller's quotation, all prices are subject to change without notice.
4. **Transport, Packing, Insurance and Taxes:** Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on a CPT (Incoterms 2020) basis, and where the Seller agrees to deliver the Products otherwise than at the Seller's Shipment Point, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance. The price is exclusive of any applicable value added tax, which the Buyer shall be additionally liable to pay to the Seller.
5. **Payment:**
 - i. The Buyer shall pay the price for the Products in the currency specified in the Sellers Documentation within 30 days of the date of the Sellers Invoice. Buyer may not set off or try to set off any amounts that may be claimed by the Buyer against any amounts that are owed to the Seller.
 - ii. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: cancel the contract or suspend any further deliveries to the Buyer; or apply a monthly interest charge at the rate of one and one half percent or the maximum legal rate allowed by applicable law, whichever is lower, on all past due payments calculated from the due date.
 - iii. Seller may, at any time or times, suspend performance of any order or require payment in cash, security or other adequate assurance satisfactory to Seller when, in Seller's opinion, the financial condition of Buyer or other grounds for insecurity warrant such action.
6. **Property:**
 - i. Notwithstanding delivery and the passing of risk in the Products, or any other provision of these conditions, the property in the Products shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Products and all other products agreed to be sold by the Seller to the Buyer for which payment is then due.
 - ii. Until such time as the property in the Products passes to the Buyer, the Buyer shall hold the Products as the Seller's fiduciary agent and bailee, and shall keep the Products separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer shall be entitled to resell or use the products in the ordinary course of its business.
 - iii. Until such time as the property in the Products passes to the Buyer (and provided the Products are still in existence and have not been resold), the Seller shall be entitled at any time to require the Buyer to deliver up the Products to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer or any third party where the Products are stored and repossess the Products.
 - iv. The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of the Seller, but if the Buyer does so all moneys owing by the Buyer to the Seller shall (without prejudice to any other right or remedy of the seller) forthwith become due and payable.
7. **Warranty, Limitation of Liability and Remedies:**
 - i. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO ANY OF THE PRODUCTS, NOR IS THERE ANY OTHER WARRANTY EXPRESS OR IMPLIED, EXCEPT AS PROVIDED FOR HEREIN.
 - ii. For a period of twelve months from the date of delivery from Seller (the "Warranty Period"), Seller warrants that Products manufactured by Seller when properly installed and maintained, and operated at ratings, specifications and design condition, will be free from defects in material and workmanship.
 - iii. Seller's liability under any warranty is limited solely (in Seller's discretion) to replacing, repairing or issuing credit for Products which become defective during the Warranty Period. Buyer shall notify Seller promptly in writing of any claims and provide Seller with an opportunity to inspect and test the Product claimed to be defective. Buyer shall provide Seller with a copy of the original invoice for the Product, and prepay all freight charges to return any Products to Seller's factory, or other facility designated by Seller. All claims must be accompanied by full particulars, including system operating conditions, if applicable.
 - iv. In no event shall Seller be liable for any Product altered outside of the Seller's factory by someone other than Seller or for a Product subjected to misuse, abuse, improper installation, application, operation, maintenance or repair, alteration, accident, or negligence in use, storage, transportation or handling.
 - v. Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with the Agreement for the purchase and sale of the Products shall not exceed the price of the Products, except as expressly provided in these conditions.

8. **Cancellation:** Notwithstanding anything herein to the contrary, these terms may be modified or terminated/cancelled, and scheduled shipments hereunder may be deferred or changed, only: (i) upon Buyer's prior written notice to Seller, and Seller's written acknowledgment of the notice; and (ii) upon terms satisfactory to Seller. Buyer shall pay to Seller all fees, charges and/or costs that Seller assesses because of any modification, termination/cancellation, deferment and/or change, including without limitation all termination/cancellation fees, restocking fees, storage fees, insurance costs, freight costs, nonrecurring engineering or production costs and recovery of cost plus reasonable profit required in the event of Buyer's termination without cause.
9. **Product Returns:** Products may not be returned for any reason without prior written authorization and shipping instructions from Seller. Products shipped without Seller's authorization may be returned at Buyer's expense. Credit for any returned Products is at the discretion of Seller after receipt and inspection of the Products.
10. **Variations:** Seller shall not implement any variations in the scope of work described in Seller's Documentation unless Buyer and Seller agree in writing to the details of the variation and any resulting price, schedule or other contractual modifications. This includes any variations necessitated by a change in applicable law occurring after the effective date of any contract including these terms.
11. **Ownership of Materials:** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Product. Buyer shall not disclose any such material to third parties without Seller's written consent.
12. **Force Majeure:** Under no circumstances shall Seller have any liability for any breach relating to non-performance or underperformance caused by extreme weather, natural disaster, fire, accident or other act of God; strike, lock out or other labor shortage or disturbance; lock down, boycott, embargo or tariff; terrorism or act of terrorism, war or war condition or civil disturbance or riot; failure of public or private telecommunications networks; delay of carriers or other industrial, agricultural or transportation disturbance; failure of normal sources of supply; epidemics, pandemics, contagion, disease or quarantine; law, regulation or any act of government; or any other cause beyond Seller's reasonable control (a "Force Majeure"). Seller's performance shall be excused and deemed suspended during the continuation of such event or events and, for a reasonable time thereafter, delayed or adjusted accordingly.
13. **Export:** With respect to the exportation or resale of the Products by Buyer, Buyer agrees to comply with all National, European and United States Government laws and regulations on export controls ("Export Controls"). The Export Controls include, but are not limited to, laws pertaining to (a) export licenses, (b) restrictions on export to certain embargoed countries and (c) restrictions on sales to certain persons and certain entities.
14. **Entire Agreement:** Seller's Terms and Conditions of Sale, Seller's Documentation and the Confidentiality Agreement, if any, are the entire Agreement of the parties and they may not be modified except in writing signed by a duly authorized representative or officer of Seller.
15. **Quotation:** All quotations by Seller are subject to change or withdrawal without prior notice to Buyer, unless otherwise specifically stated in the quotation. Quotations are made subject to approval by Seller of Buyer's credit. All sales, contracts and orders become effective only if and when approved and accepted in writing by Seller by the issuance of its Customer Acknowledgment form.
16. **Confidentiality:** If Seller discloses or grants Buyer access to any research, development, technical, economic, or other business information of "know-how" of a confidential nature, whether reduced to writing or not, Buyer will not use or disclose any such information to any other person or Company at any time, without Seller's prior written consent. Such obligation shall continue for five (5) years after said disclosure. In the event that Buyer and Seller have entered into a separate confidentiality Agreement, the terms and conditions of such Agreement shall take precedence over the terms of this paragraph.
17. **No Waiver:** Seller's failure to insist on Buyer's strict performance of the terms and conditions contained herein at any time shall not be construed as a waiver by Seller of performance in the future.
18. **Validity:** If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in any part the validity of the other provisions of these conditions and the remainder of the provision shall not be affected.
19. **Governing Law:** These terms and conditions and the Agreement for the purchase and sale of the Products shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.