

Conditions of Sale

The Customer's attention is particularly drawn to the provisions of clause 12.

1. Definitions and Interpretation

- 1.1. "**Business Day**" shall mean a day other than a Saturday, Sunday or public holiday.
- 1.2. "**Commencement Date**" shall have the meaning set out in clause 2.2.
- 1.3. "**Conditions**" shall mean these terms and conditions as amended from time to time in accordance with clause 16.7.
- 1.4. "**Contract**" shall mean the contract between REL and the Customer for the supply of Products and/or Services in accordance with these Conditions.
- 1.5. "**Confidential Information**" shall have the meaning set out in clause 11.1.
- 1.6. "**Customer**" shall mean the person or firm who purchases the Products and/or Services from REL.
- 1.7. "**Customer Default**" shall have the meaning set out in clause 8.2
- 1.8. "**Deliverables**" shall mean the deliverables set out in the Order.
- 1.9. "**Delivery Location**" shall mean the delivery location set out in the Order or such other location as the parties may agree in writing.
- 1.10. "**Force Majeure Event**" shall mean any act, event or omission beyond the affected party's reasonable control, including but not limited to acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and interruption or failure of utility service.
- 1.11. "**Intellectual Property Rights**" shall mean patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- 1.12. "**Order**" shall mean the Customer's order for the supply of Products and/or Services, as set out in the Customer's purchase order form. The Order shall include all Product Specifications issued in conjunction with the sale of the Products and/or Service Specifications issued in conjunction with the sale of the Services.
- 1.13. "**Products**" shall mean the goods, products or materials (or any part of them) set out in the Order.
- 1.14. "**Product Specifications**" shall mean any specifications for the Products, including any relevant plans or drawings that are agreed in writing by the Customer and REL.
- 1.15. "**REL**" shall mean Responsive Engineering Ltd., a company registered in England and Wales with company number 04617703 and having its registered office address at Wincomblee Road, Walker, Newcastle upon Tyne, NE6 3QS.
- 1.16. "**REL Materials**" has the meaning set out in clause 8.1.6.
- 1.17. "**Services**" shall mean the services, including the Deliverables, supplied by REL to the Customer as set out in the Service Specifications.
- 1.18. "**Service Specifications**" the description or specifications for the Services agreed in writing by REL and the Customer.
- 1.19. "**Warranty Period**" has the meaning set out in clause 5.1.
- 1.20. In these Conditions, the following rules apply:
 - 1.20.1. a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - 1.20.2. a reference to a party includes its personal representatives, successors or permitted assigns;
 - 1.20.3. a reference to a statute or statutory provision is a reference to such statute or statutory 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;
 - 1.20.4. 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; and
 - 1.20.5. subject to clause 16.2.3, a reference to writing or written includes faxes and e-mails.

2. **Basis of contract**

- 2.1. The Order constitutes an offer by the Customer to purchase Products and/or Services in accordance with these Conditions.
- 2.2. The Order shall only be deemed to be accepted when REL issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("**Commencement Date**").

- 2.3. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of REL which is not set out in the Contract.
- 2.4. Any samples, drawings, descriptive matter or advertising issued by REL and any descriptions of the Products or illustrations or descriptions of the Services contained in REL's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Products described in them. They shall not form part of the Contract or have any contractual force.
- 2.5. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.6. Any quotation given by REL shall not constitute an offer, and shall expire 30 days after the date of its issue.
- 2.7. All of these Conditions shall apply to the supply of both Products and Services except where application to one or the other is specified.

3. **Products**

- 3.1. The Products are described in the Product Specifications.
- 3.2. To the extent that REL prepares Product Specifications at the request of the Customer, the Customer shall approve such Product Specifications in writing and until such approval has been received by REL, REL shall be under no obligation to the Customer in relation to the manufacturing or delivery of the Products.
- 3.3. To the extent that the Products are to be manufactured in accordance with Product Specifications supplied by the Customer, the Customer shall indemnify REL 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 REL in connection with any claim made against REL for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with REL's use of the Product Specifications. This clause 3.3 shall survive termination of the Contract.
- 3.4. REL reserves the right to amend the Product Specifications if required by any applicable statutory or regulatory requirements.

4. **Delivery of Products and/or Deliverables**

- 4.1. REL shall ensure that:
 - 4.1.1. each delivery of the Products and/or Deliverables is accompanied by a delivery note which shows the date of the Order, all relevant Customer and REL reference numbers, the type and quantity of the Products and/or Deliverables (including the code number of the Products, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Products and/or Deliverables remaining to be delivered; and

Responsive Engineering Ltd, Armstrong Road, Newcastle upon Tyne, NE15 6UX

T: +44 (0)191 234 8732 E: enquiries@responsive-engineering.com

www.responsive-engineering.com

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- 4.1.2. if REL requires the Customer to return any packaging material to REL, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as REL shall reasonably request. Returns of packaging materials shall be at REL's expense.
- 4.2. Subject to the terms of the Order or as otherwise agreed by the parties:
 - 4.2.1. REL shall either deliver the Products and/or Deliverables to the Delivery Location at any time after REL notifies the Customer that the Products and/or Deliverables are ready; or
 - 4.2.2. the Customer shall collect the Products from the Delivery Location within 3 Business Days of REL notifying the Customer that the Products are ready or such other period as the parties may agree in writing.
- 4.3. In the event of delivery of the Products in accordance with clause 4.2.1, delivery shall be completed on the Products' arrival at the Delivery Location.
- 4.4. In the event of delivery in accordance with clause 4.2.2, delivery shall be completed on the completion of loading of the Products and/or Deliverables at the Delivery Location.
- 4.5. Any dates quoted for delivery of the Products and/or Deliverables are approximate only, and the time of delivery is not of the essence. REL shall not be liable for any delay in delivery of the Products and/or Deliverables that is caused by a Force Majeure Event or the Customer's failure to provide REL with adequate delivery instructions or any other instructions that are relevant to the supply of the Products and/or Deliverables.
- 4.6. If REL fails to deliver the Products and/or Deliverables, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement products of similar description and quality in the cheapest market available, less the price of the Products and/or Deliverables. REL shall have no liability for any failure to deliver the Products and/or Deliverables to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide REL with adequate delivery instructions for the Products and/or the Deliverables or any relevant instruction related to the supply of the Products and/or Deliverables.
- 4.7. If the Customer fails to accept or take delivery of the Products and/or Deliverables within 3 Business Days of REL notifying the Customer that they are ready or such other period as the parties may have agreed in writing in accordance with clause 4.2.2, then, except where such failure or delay is caused by a Force Majeure Event or by REL's failure to comply with its obligations under the Contract in respect of the Products and/or Deliverables:
 - 4.7.1. delivery of the Products and/or Deliverables shall be deemed to have been completed at 9.00 am on the 4th Business Day following the day on which REL notified the Customer that the Products were ready or the day following the day on which the parties have agreed for the Customer to collect the Products and/or Deliverables pursuant to clause 4.2.2, as the case may be; and

- 4.7.2. REL shall store the Products and/or Deliverables until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.8. If 1 month after REL notified the Customer that the Products and/or Deliverables were ready for delivery the Customer has not accepted delivery of them in accordance with clause 4.2.1, or taken delivery in accordance with clause 4.2.2, as the case may be, REL may resell or otherwise dispose of part or all of the Products and/or Deliverables and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Products and/or Deliverables or charge the Customer for any shortfall below the price of the Products and/or Deliverables.
- 4.9. REL may deliver the Products and/or Deliverables by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
5. **Quality of Products**
- 5.1. REL warrants that on delivery, and for a period as set out in the Order ("**Warranty Period**"), the Products shall:
- 5.1.1. conform in all material respects with their description or any applicable Product Specifications;
 - 5.1.2. be free from material defects in design, material and workmanship; and
 - 5.1.3. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 5.2. Subject to clause 5.3, if:
- 5.2.1. the Customer gives notice in writing during the Warranty Period and within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in clause 5.1;
 - 5.2.2. REL is given a reasonable opportunity of examining such Products; and
 - 5.2.3. the Customer (if asked to do so by REL) returns such Products to REL's place of business at REL's cost,
- REL shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full.
- 5.3. REL shall not be liable for the Products' failure to comply with the warranty in clause 5.1 if:
- 5.3.1. the Customer makes any further use of such Products after giving a notice in accordance with clause 5.2;
 - 5.3.2. the defect arises because the Customer failed to follow REL's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Products or (if there are none) good trade practice;

- 5.3.3. the defect arises as a result of REL following any drawing, design or Product Specifications supplied or agreed by the Customer;
 - 5.3.4. the Customer alters or repairs such Products without the written consent of REL;
 - 5.3.5. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
 - 5.3.6. the Products differ from the Product Specifications as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4. Except as provided in this clause 5, REL shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 5.1.
- 5.5. The terms of these Conditions shall apply to any repaired or replacement Products supplied by REL under clause 5.2.
6. **Title and risk**
- 6.1. The risk in the Products and/or Deliverables shall pass to the Customer on completion of delivery in accordance with clause 4.3 or 4.4, as the case may be.
- 6.2. Title to the Products and/or Deliverables shall not pass to the Customer until REL receives payment in full (in cash or cleared funds) for the Products, Deliverables and any other goods that REL has supplied to the Customer in respect of which payment has become due, in which case title to the Products and/or Deliverables shall pass at the time of payment of all such sums.
- 6.3. Until title to the Products and/or Deliverables has passed to the Customer, the Customer shall:
- 6.3.1. store the Products and/or Deliverables separately from all other goods held by the Customer so that they remain readily identifiable as REL's property;
 - 6.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Products and/or Deliverables;
 - 6.3.3. maintain the Products and/or Deliverables in satisfactory condition and keep them insured against all risks for their full price on REL's behalf from the date of delivery;
 - 6.3.4. notify REL immediately if it becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.13; and
 - 6.3.5. give REL such information relating to the Products and/or Deliverables as REL may require from time to time.
- 6.4. Subject to clause 6.5, the Customer may resell or use the Products and/or Deliverables in the ordinary course of its business (but not otherwise) before REL receives payment for the Products and/or Deliverables. However, if the Customer resells the Products and/or Deliverables before that time:

- 6.4.1. it does so as principal and not as REL's agent; and
 - 6.4.2. title to the Products and/or Deliverables shall pass from REL to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5. If before title to the Products and/or Deliverables passes to the Customer, the Customer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.13, then, without limiting any other right or remedy REL may have:
- 6.5.1. the Customer's right to resell Products and/or Deliverables or use them in the ordinary course of its business ceases immediately; and
 - 6.5.2. REL may at any time:
 - 6.5.2.1. require the Customer to deliver up all Products and/or Deliverables in its possession which have not been resold, or irrevocably incorporated into another product; and
 - 6.5.2.2. if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products and/or Deliverables are stored in order to recover them.

7. **Supply of Services**

- 7.1. REL shall provide the Services to the Customer in accordance with the Service Specifications in all material respects.
- 7.2. REL shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order or otherwise agreed by the parties in writing, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3. REL 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 REL shall notify the Customer in any such event.
- 7.4. REL warrants to the Customer that the Services will be provided using reasonable care and skill.

8. **Customer's obligations**

- 8.1. The Customer shall:
 - 8.1.1. ensure that the terms of the Order and (if submitted by the Customer) the Services Specifications are complete and accurate;
 - 8.1.2. co-operate with REL in all matters relating to the Services;
 - 8.1.3. provide REL, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by REL to provide the Services;

- 8.1.4. provide REL with such information and materials as REL may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
 - 8.1.5. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
 - 8.1.6. keep and maintain all materials, equipment, documents and other property of REL ("**REL Materials**") at the Customer's premises in safe custody at its own risk, maintain REL Materials in good condition until returned to REL, and not dispose of or use REL Materials other than in accordance with REL's written instructions or authorisation.
- 8.2. If REL'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**"):
- 8.2.1. REL 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 REL's performance of any of its obligations;
 - 8.2.2. REL shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from REL's failure or delay to perform any of its obligations as set out in this clause 8.2; and
 - 8.2.3. the Customer shall reimburse REL on written demand for any costs or losses sustained or incurred by REL arising directly or indirectly from the Customer Default.

9. **Charges and payment**

- 9.1. The price for Products shall be the price set out in the Order or, if no price is quoted, the price set out in REL's published price list as at the date of delivery. The price of the Products is inclusive of all costs and charges of packaging, insurance, transport of the Products.
- 9.2. The charges for Services shall be on a time and materials basis.
- 9.3. REL shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom REL engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by REL for the performance of the Services, and for the cost of any materials.
- 9.4. REL reserves the right to increase the price of the Products, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Products to REL that is due to:
 - 9.4.1. any factor beyond the control of REL (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

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- 9.4.2. any request by the Customer to change the delivery date(s), quantities or types of Products ordered, or the Product Specifications; or
- 9.4.3. any delay caused by any instructions of the Customer in respect of the Products or failure of the Customer to give REL adequate or accurate information or instructions in respect of the Products.
- 9.5. In respect of Products, REL shall invoice the Customer on or at any time after completion of delivery. In respect of Services, REL shall invoice the Customer monthly in arrears.
- 9.6. The Customer shall pay each invoice submitted by REL:
 - 9.6.1. within 30 days of the date of the invoice unless otherwise agreed between the parties in writing; and
 - 9.6.2. in full and in cleared funds to a bank account nominated in writing by REL, andtime for payment shall be of the essence of the Contract.
- 9.7. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by REL to the Customer, the Customer shall, on receipt of a valid VAT invoice from REL, pay to REL such additional amounts in respect of VAT as are chargeable on the supply of the Services or Products at the same time as payment is due for the supply of the Services or Products.
- 9.8. If the Customer fails to make any payment due to REL under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 2% per annum above the base rate of The Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 9.9. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. REL may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by REL to the Customer.

10. **Intellectual property rights**

- 10.1. Unless otherwise agreed between the parties and subject to clause 10.2, all Intellectual Property Rights in or arising out of or in connection with the Products, the Services as well as the Product Specifications and/or Services Specifications prepared by REL shall be owned by REL.
- 10.2. The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Products, Services or the Product Specifications and/or Services Specifications, the Customer's use of any such Intellectual Property Rights is conditional on REL obtaining a written licence from the relevant licensor on such terms as will entitle REL to license such rights to the Customer.
- 10.3. All REL Materials are the exclusive property of REL.

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11. **Confidentiality & non-publicity**

- 11.1. A party (receiving party) shall keep in strict confidence all REL Materials, technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature (the "**Confidential Information**") and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
- 11.2. Upon completion of the Contract or at the request of the disclosing party, the receiving party shall:
- 11.2.1. return to the disclosing party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the disclosing party's Confidential Information;
 - 11.2.2. erase all the disclosing party's Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and
 - 11.2.3. certify in writing to the disclosing party that it has complied with the requirements of this clause, provided that the receiving party may retain documents and materials containing, reflecting, incorporating, or based on the disclosing party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the receiving party to keep evidence that it has performed its obligations under the Contract. These provisions shall continue to apply to any documents and materials retained by the receiving party.
- 11.3. The Customer shall not without the prior written consent of REL make any media or public announcement in relation to any Order placed by the Customer or its subject matter or in any manner advertise or publish the fact that there is or has been a contractual or pre-contractual relationship between the parties.
- 11.4. This clause 11 shall survive termination of the Contract.

12. **Limitation of liability**

- 12.1. Nothing in these Conditions shall limit or exclude REL's liability for:
- 12.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - 12.1.2. fraud or fraudulent misrepresentation; or

- 12.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or by section 12 of the Sale of Goods Act 1979 (title and quiet possession).
- 12.2. Subject to clause 12.1:
 - 12.2.1. REL 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 the Contract; and
 - 12.2.2. unless otherwise agreed between the parties, REL's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the Contract.
- 12.3. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.4. This clause 11 shall survive termination of the Contract.

13. **Termination**

- 13.1. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 13.1.1. the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
 - 13.1.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being 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;
 - 13.1.3. the other party 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 a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
 - 13.1.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;

- 13.1.5. the other party (being an individual) is the subject of a bankruptcy petition or order;
 - 13.1.6. a creditor or encumbrancer of the other party 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;
 - 13.1.7. 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 other party (being a company);
 - 13.1.8. the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 13.1.9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - 13.1.10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1.2 to clause 13.1.9 (inclusive);
 - 13.1.11. the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
 - 13.1.12. the other party's financial position deteriorates to such an extent that in REL's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - 13.1.13. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 13.2. Without limiting its other rights or remedies, REL may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 13.3. Without limiting its other rights or remedies, REL may suspend the supply of Services or all further deliveries of Products under the Contract or any other contract between the Customer and REL if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.13, or REL reasonably believes that the Customer is about to become subject to any of them.
- 13.4. On termination of the Contract for any reason:
- 13.4.1. the Customer shall immediately pay to REL all of REL's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, REL shall submit an invoice, which shall be payable by the Customer immediately on receipt;

- 13.4.2. the Customer shall return all of REL Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then REL may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- 13.4.3. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 13.4.4. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14. **Force majeure**

- 14.1. REL shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 14.2. If the Force Majeure Event prevents REL from providing any of the Services and/or Products for more than eight (8) weeks, REL shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15. **Inducements and anti-bribery**

- 15.1. Whether acting alone or with others, the Customer undertakes that it will not do, and warrants that prior to accepting the Order it has not done, any of the following:
 - 15.1.1. induce an employee, agent or sub-contractor of REL to make any concession to or confer any benefit on the Customer, refrain or withhold from doing any act or alter any of the requirements of the Order in return for any gift, money, benefit or other inducement; nor
 - 15.1.2. without the prior written consent of REL, pay money or give any other benefit to any third party (either directly or indirectly) in connection with the negotiation and/or issue of the Order; nor
 - 15.1.3. encourage or facilitate an employee, agent or sub-contractor of REL to commit any act of dishonesty against REL which may benefit the employee, agent or sub-contractor of REL or be a detriment to REL, or both.
- 15.2. Each party agrees that in connection with activities under the Order it shall not make or promise to make any improper payments, or provide or offer to provide anything of value, directly or indirectly, to government officials or other parties in violation of the US Foreign Corrupt Practices Act, the UK Bribery Act 2010 or other applicable anti-bribery laws. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage.

16. **General**

16.1. **Assignment and other dealings**

16.1.1. REL may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

16.1.2. The Customer shall not, without the prior written consent of REL, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

16.2. **Notices**

16.2.1. Any notice given to a party under or in connection with this 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 or sent by prepaid first-class post or other next working day delivery service, or by commercial courier or fax.

16.2.2. A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

16.2.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause, "writing" shall not include e-mail.

16.3. **Severance**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

16.4. **Waiver**

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

16.5. No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

16.6. Third parties

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

16.7. Variation

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

16.8. Governing law and jurisdiction

These Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).