

Terms for the supply of goods and services by Seetru Ltd

The Buyer's attention is in particular drawn to the provisions of condition 18.

1 Application of conditions

- 1.1 Subject to any variation under condition 1.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, acceptance of a quotation, or specification or other document supplied by the Buyer, or implied by trade custom, practice or course of dealing).
- 1.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract.
- 1.3 These conditions apply to all the Company's sales of Goods and supply of Services and any variation to these conditions and any representations about Goods or Services shall have no effect unless expressly agreed in writing and signed by an authorised representative of the Company.
- 1.4 The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 1.5 Each order or acceptance of a quotation for the purchase of Goods or Services by the Buyer from the Company shall be deemed to be an offer by the Buyer to purchase Goods or Services subject to these conditions.
- 1.6 Where the Buyer seeks in any way to vary the terms of a quotation he shall be deemed to make a counter-offer conditional on its acceptance by the Company.
- 1.7 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer or begins to provide the Services to the Buyer.
- 1.8 No order which has been accepted by the Company may be cancelled or suspended in whole or in part by the Buyer except with the agreement in writing of the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit and the cost of all labour and materials used) damages charges and expenses incurred by the Company as a result of cancellation or suspension.
- 1.9 Any advice or recommendation given by the Company or its employees or agents to the Buyer or its employees or agents as to the storage application or use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Buyer's own risk and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.
- 1.10 The Buyer shall be responsible to the Company for ensuring the completeness and accuracy of the terms of any order (including any applicable specification) and for giving the Company any necessary information relating to the purchase of Goods or supply of Services within sufficient time to enable the Company to perform the Contract in accordance with its terms. Any review, approval, inspection or additional information provided by the Company to the Buyer shall not lessen or negate the responsibility of the Buyer under this condition.
- 1.11 Any quotation is valid for a period of 60 days only from its date unless other period is stated in the quotation and provided that the Company has not previously withdrawn it.
- 1.12 The Company may at any time without notifying the Buyer make changes to the specification of the Goods or the Services which are necessary to conform with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Goods or Services.

2 The Company's obligations

- 2.1 The Company shall use reasonable endeavours to provide the Services, and to deliver the Deliverables to the Buyer.
- 2.2 The Services performed will be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

- 2.3 The Company shall use reasonable endeavours to meet any performance dates specified in writing by the Company, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services or the sale of Goods.
- 2.4 The Company shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at any of the Buyer's premises and that have been communicated to it under condition 3.1.5, provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.
- 2.5 The Company may correct any typographical or other errors or omission in any brochure, promotional literature, quotation or other document relating to the purchase of Goods or provision of Services without any liability to the Buyer.
- 2.6 The Company does not guarantee that equipment it undertakes to repair, service or otherwise maintain or test can be successfully repaired, serviced or otherwise maintained or tested. The Company shall be under no liability whatsoever in respect of such circumstances. In such circumstances the Company shall invoice for the work carried out as originally quoted.
- 2.7 The Company shall not be liable for any damage or loss arising from defective operation of equipment the subject of test, repair or manufacture by the Company unless arising from negligence on the part of the Company or its employees or agents.

3 Buyer's obligations

- 3.1 The Buyer shall:
- 3.1.1 co-operate with the Company in all matters relating to the provision of Services or the sale of Goods;
- 3.1.2 provide the Company, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Buyer's premises, office accommodation, data and other facilities as reasonably required by the Company for the supply of the Goods and/or Services;
- 3.1.3 provide to the Company, in a timely manner, such In-put Material and other information as the Company may reasonably require and ensure that it is accurate in all material respects for the supply of the Goods and/or Services;
- 3.1.4 be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from any of its premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing the Company of all of the Buyer's obligations and actions under this condition 3.1.4;
- 3.1.5 inform the Company of all health and safety rules and regulations and any other reasonable security requirements that apply at the Buyer's premises;
- 3.1.6 ensure that any of the Buyer's Equipment required or provided for the Services, is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom standards or requirements and is free from all hazardous materials.
- 3.1.7 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, the use of the Company's Equipment, the use of In-put Material and the use of the Buyer's Equipment insofar as such licences, consents and legislation relate to the Buyer's business, premises, staff and equipment, in all cases before the date on which the Services are to start; and
- 3.1.8 keep, maintain and insure the Company's Equipment in accordance with the Company's instructions as notified in writing from time to time and shall not dispose of or use the Company's Equipment other than in accordance with the Company's written instructions or authorisation.

- 3.2 The Company shall be under no liability arising as a result of the Buyer's failure to follow the instructions of the Company in respect of the Goods and/or Services supplied, nor shall the Company have any liabilities arising as a result of the action or omission of the Buyer
- 3.3 If the Company's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Buyer, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Buyer arising directly or indirectly from such prevention or delay.
- 3.4 The Buyer shall be liable to pay to the Company, on demand, all reasonable costs, charges or losses sustained or incurred by the Company (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Buyer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract.
- 3.5 The Buyer shall not, without the prior written consent of the Company, at any time from the commencement of the Contract and for a period of nine months following the termination or expiry of the Contract, solicit or entice away from the Company or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of the Company in the provision of the Goods and/or Services.
- 3.6 Any consent given by the Company in accordance with condition 3.5 shall be subject to the Buyer paying to the Company a sum equivalent to 100% of the then current annual remuneration of the Company's employee, consultant or subcontractor or, if higher, 100% of the annual remuneration to be paid by the Buyer to that employee, consultant or subcontractor.
- 4 Quality and description**
- 4.1 The quantity, quality, description and specification of the Goods and /or Services shall be as set out in the Company's quotation or acknowledgement of order (or as otherwise agreed in writing between the Buyer and the Company).
- 4.2 The description of the Goods contained in any quotation or acknowledgement of order given by the Company is believed to be correct as to weights, dimensions, capacity, performance, operation, procedure and otherwise. Any error, omission or mis-statement shall not affect the validity of the sale and (subject to the provisions contained in condition 4.3) shall not entitle the Buyer to be discharged from the Contract or to claim any compensation in respect thereof.
- 4.3 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.
- 4.4 In the case of a Contract for Goods the Company warrants that (subject to the other provisions of these conditions) on delivery, and for a period of 12 months from the date of delivery, the Goods shall:
- 4.4.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- 4.4.2 be reasonably fit for any particular purpose for which the Goods are being bought (if the Buyer had made known that purpose to the Company in writing) and the Company has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgement of the Company.
- 4.5 The Company shall not be liable for a breach of any of the warranties in condition 4.4 unless:
- 4.5.1 the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within seven days of the time when the Buyer discovers or ought to have discovered the defect; and
- 4.5.2 the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business for the examination to take place there.
- 4.6 The Company shall not be liable for a breach of any of the warranties in condition 4.4 if:
- 4.6.1 the Buyer makes any further use of such Goods after giving such notice; or
- 4.6.2 the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or good trade practice; or
- 4.6.3 the defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions, including damage caused by corrosive or other destructive liquids unless the use giving rise to such damage has been specified by the Buyer and accepted by the Company in writing.
- 4.6.4 the Buyer alters or repairs such Goods without the written consent of the Company.
- 4.7 Subject to condition 4.5 and condition 4.6, if any of the Goods do not conform with any of the warranties in condition 4.4 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company. In the event that the Company acknowledges that the Goods are defective the Company will refund any costs of delivery incurred by the Buyer in returning the Goods to the Company. The Company shall be under no liability for defective Goods in accordance with the provisions of condition 4.4 unless the Goods are returned to the Company without alteration or addition.
- 4.8 The Company shall be under no liability in respect of defective parts, materials or equipment not manufactured by the Company, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer thereof to the Company.
- 4.9 If the Company complies with condition 4.7 it shall have no further liability for a breach of any of the warranties in condition 4.4 in respect of such Goods.
- 4.10 Where the Goods are sold under a Consumer Sale (as defined by the Sale of Goods Act 1979) the statutory rights of the Buyer are not affected by these conditions.
- 5 Delivery of Goods**
- 5.1 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 5.2 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business but does not include packing or transport charges. Subject to condition 5.4, delivery of the Goods shall be completed on completion of the loading of the Goods by the Buyer at the Company's place of business. If required the Goods will be despatched in accordance with the Buyer's instructions and at its risk and cost.
- 5.3 The Buyer shall take delivery of the Goods within seven days of the Company giving it notice that the Goods are ready for delivery.
- 5.4 Where it is provided by the Contract that the price includes delivery this shall be affected by such method of transit as the Company may determine provided that the provisions of condition 9 shall apply as to the passing of title and risk.
- 5.5 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds six months.
- 5.6 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

<p>5.6.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);</p> <p>5.6.2 the Goods shall be deemed to have been delivered; and</p> <p>5.6.3 the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).</p> <p>5.7 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.</p> <p>5.8 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.</p> <p>5.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.</p> <p>6 Non-delivery of Goods</p> <p>6.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.</p> <p>6.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within seven days of the date when the Goods would in the ordinary course of events have been received.</p> <p>6.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.</p> <p>7 Export terms</p> <p>7.1 The Buyer shall be responsible for complying with any legislation or regulations governing the importation and resale of the Goods into the country of destination and for the payment of any duties or other fees thereon.</p> <p>7.2 The Company shall be responsible, unless otherwise agreed, for obtaining any export licences or documentation required for the exportation by the Company of the Goods and the Buyer shall indemnify the Company for all costs arising out of the issue, delay or non-issue of any such relevant export licences or documentation. The Buyer agrees that should an export licence be refused by the relevant authorities or there are international sanctions in place the Company shall in all circumstances and in all regards be relieved of any obligation to supply the Goods and/or Services. The other clauses of this Contract shall, however, continue to apply.</p> <p>7.3 Unless otherwise agreed in writing between the Buyer and the Company, the price for the Goods shall be ex-works.</p> <p>7.4 Unless otherwise agreed in writing payment of all amounts due to the Company shall be made by irrevocable letters of credit opened by the Buyer in favour of the Company and confirmed by a Bank acceptable to the Company before delivery of the Goods takes place.</p> <p>8 Storage of Goods</p> <p>8.1 If the Company shall not receive delivery instructions within seven days of its notification to the Buyer that the Goods are ready for despatch there shall be added to the price a charge for storage and fire insurance from the expiration of such period of seven days until the date on which the Company is instructed to despatch the Goods and during such periods the Goods shall be at the Buyer's risk (save for loss or damage by fire).</p> <p>9 Risk/title in Goods</p> <p>9.1 The Goods are at the risk of the Buyer from the time of delivery.</p>	<p>9.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:</p> <p>9.2.1 the Goods; and</p> <p>9.2.2 all other sums which are or which become due to the Company from the Buyer on any account.</p> <p>9.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:</p> <p>9.3.1 hold the Goods on a fiduciary basis as the Company's bailee;</p> <p>9.3.2 store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;</p> <p>9.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and</p> <p>9.3.4 maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Buyer shall produce the policy of insurance to the Company.</p> <p>9.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:</p> <p>9.4.1 any sale shall be effected in the ordinary course of the Buyer's business at full market value; and</p> <p>9.4.2 any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.</p> <p>9.5 The Buyer shall account to the Company for the proceeds of sale or otherwise of the Goods, whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any moneys or property of the Buyer and third parties and in the case of tangible proceeds properly stored protected and insured.</p> <p>9.6 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Company.</p> <p>9.7 The Goods shall be at the Buyer's risk immediately on delivery to the Buyer, on being appropriated to the Contract by being consigned to a carrier nominated by the Company or requested by the Buyer (whichever shall first occur) or, in the case of Goods to be delivered at the Company's premises, at the time when the Company notifies the Buyer that the Goods are available for collection and on each such event the Buyer will insure the Goods for their full replacement value against all usual risks.</p> <p>9.8 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.</p> <p>9.9 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.</p> <p>9.10 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.</p> <p>9.11 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 9 shall remain in effect.</p> <p>10 Tests or inspection</p> <p>10.1 If the Contract provides that a test or inspection of the Goods shall be made in the presence of the Buyer or its agent such tests shall take place at the Company's works unless specifically agreed by the Company at the expiration of not less than seven days written notice by the Company to the Buyer and if the Buyer or its agent shall not duly attend at the appointed time such tests shall proceed in its absence but shall be deemed to have been made in its presence and the Company's</p>
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report thereof shall be accepted by the Buyer as a true and accurate account of such test. Unless agreed otherwise, the costs of the Buyer, its agent and/or any inspectors shall be to the account of the Buyer.

to the Company under the Contract less all costs and fees incidental to and resulting from the exercise of the powers contained in this condition.

11 Extras

11.1 If the Buyer shall subsequent to the date of the Contract require any additions, alterations or tests then the Company shall be entitled to make an extra charge in respect thereof.

11.2 In the event of delays or suspension of work on the Buyer's instructions or resulting from the failure of the Buyer to give instructions the price shall be increased to cover any extra expense thereby incurred by the Company.

12 Cancellation of part orders

12.1 In the case of a Contract for delivery of a quantity of Goods over a period of time at intervals in accordance with the requirements of the Buyer the Company reserves the right to cancel the outstanding part of any such order provided that the Company shall not be entitled to give notice of cancellation in respect of any delivery already called for by the Buyer for delivery within the following six months.

13 Charges and payment

13.1 Time for payment shall be of the essence.

13.2 Subject to condition 13.9 the Buyer shall pay each invoice submitted to it in respect of the sale of Goods and/or Services by the Company, in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by the Company.

13.3 No payment shall be deemed to have been received until the Company has received cleared funds.

13.4 Unless otherwise agreed by the Company in writing, the price for Goods and/or Services shall be the price set out in the Company's price list published on the date of delivery or deemed delivery.

13.5 The price for Goods and/or Services shall be exclusive of any VAT and all costs or charges in relation to packaging, loading, unloading, carriage, duty and insurance, all of which amounts the Buyer shall pay in addition when payment is due.

13.6 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.

13.7 In the event that the date of despatch of Goods is more than six months after the date of the Contract and there shall be any material increases in costs incurred by the Company during such six month period which are due to any factor beyond the control of the Company, the Company shall be entitled to add to the price such sum as may be necessary to cover the amount of such increase.

13.8 Without prejudice to any other right or remedy that it may have, if the Buyer fails to pay the Company on the due date, the Company may:

13.8.1 charge interest on the amounts then outstanding to the Company from the due date for payment at the rate of 0.1% per day until payment is made, whether before or after any judgment together with any associated costs of obtaining payment including but not limited to court fees and associated costs and other third party fees;

13.8.2 cancel the Contract or suspend any further deliveries of Goods or the supply of Services to the Buyer whether under this Contract or otherwise until payment has been made in full;

13.8.3 appropriate any payment made by the Buyer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer);

13.8.4 recover or resell the whole or part of the Goods supplied under the Contract. The Company shall however account to the Buyer for any sum in excess of that required to discharge the total liability of the Buyer

13.9 All sums payable to the Company under the Contract shall become due immediately on its termination, despite any other provision. This condition 13.9 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

13.10 The Company may at any time, set off any liability of the Buyer to the Company against any liability of the Company to the Buyer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, the Company may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Company of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Contract or otherwise.

14 Intellectual property rights

14.1 The Company's Intellectual Property Rights shall remain the exclusive property of the Company, and the Buyer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.

14.2 All Intellectual Property Rights and all other rights in the Deliverables and the Pre-existing Materials shall be owned by the Company but the Company grants a royalty free licence to the Buyer to enable the Buyer to use, reuse and resell the Goods and any products of the Services.

15 Confidentiality and the Company's property

15.1 The Buyer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Buyer by the Company, its employees, agents, consultants or subcontractors and any other confidential information concerning the Company's business or its products which the Buyer may obtain.

15.2 The Buyer may disclose such information:

15.2.1 to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Buyer's obligations under the Contract; and

15.2.2 as may be required by law, court order or any governmental or regulatory authority.

15.3 The Buyer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition 15.

15.4 The Buyer shall not use any such information for any purpose other than to perform its obligations under the Contract. The Buyer shall not copy or modify the Goods, products from the Services, information or Intellectual Property Rights without the express written consent of the Company.

15.5 All materials, equipment and tools, drawings, specifications and data supplied by the Company to the Buyer (including Pre-existing Materials and the Company's Equipment) shall, at all times, be and remain as between the Company and the Buyer the exclusive property of the Company, but shall be held by the Buyer in safe custody at its own risk and maintained and kept in good condition by the Buyer until returned to the Company, and shall not be disposed of or used other than in accordance with the Company's written instructions or authorisation.

16 Data protection

16.1 The Buyer acknowledges and agrees that details of the Buyer's name, address and payment record may be submitted to a credit reference agency.

16.2 The following definitions apply in this condition 16:

Agreed Purposes: for management of the Contract, dealing with orders, queries and complaints and any reporting and/or audits and sales and marketing initiatives.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

	Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.	16.6.1	consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
		16.6.2	promptly inform the other party about the receipt of any data subject rights request;
		16.6.3	provide the other party with reasonable assistance in complying with any data subject rights request;
	Domestic Law: the law of the United Kingdom or a part of the United Kingdom.	16.6.4	not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
	Permitted Recipients: the parties to this Contract and, the employees of each party.	16.6.5	assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
	Shared Personal Data: the personal data to be shared between the parties under Condition 18.2 of this Contract. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject: employee names, work addresses, roles, e-mail addresses and work telephone numbers.	16.6.6	notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
16.3	This condition 16 sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this Condition as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.	16.6.7	at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Contract unless required by law to store the Shared Personal Data;
16.4	Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this Contract with immediate effect.	16.6.8	use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
16.5	Each party shall:	16.6.9	maintain complete and accurate records and information to demonstrate its compliance with this Condition 18 and allow for audits by the other party or the other party's designated auditor; and
	16.5.1 ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;	16.6.10	provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.
	16.5.2 give full information to any data subject whose personal data may be processed under this Contract of the nature of such processing. This includes giving notice that, on the termination of this Contract, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;		
	16.5.3 process the Shared Personal Data only for the Agreed Purposes;		
	16.5.4 not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;		
	16.5.5 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Contract;		
	16.5.6 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.		
	16.5.7 not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.		
16.6	Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:		

17 Termination

17.1	Without prejudice to any other rights or remedies which the Company may have, the Company may terminate the Contract without liability to the Buyer immediately on giving notice to the Buyer if:
17.1.1	the Buyer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
17.1.2	the Buyer commits a breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of the Buyer being notified in writing of the breach; or
17.1.3	the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) 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; or
17.1.4	the Buyer 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 for the sole purpose of a scheme for a solvent amalgamation of that Buyer with one or more other companies or the solvent reconstruction of that other party; or
17.1.5	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 Buyer other than for the sole

- purpose of a scheme for a solvent amalgamation of the Buyer; or
- 17.1.6 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; or
- 17.1.7 a floating charge holder over the assets of that Buyer has become entitled to appoint or has appointed an administrative receiver; or
- 17.1.8 a person becomes entitled to appoint a receiver over the assets of the Buyer or a receiver is appointed over the assets of the other party; or
- 17.1.9 a creditor or encumbrancer of the Buyer 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; or
- 17.1.10 any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 17.1.3 to condition 17.1.9 (inclusive); or
- 17.1.11 the Buyer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- 17.2 On termination of the Contract for any reason:
- 17.2.1 the Buyer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt; and
- 17.2.2 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 18 Limitation of liability**
- 18.1 Nothing in these conditions restricts the Company's liability for:
- 18.1.1 death or personal injury resulting from negligence;
- 18.1.2 its fraud (including fraudulent misrepresentation); or
- 18.1.3 anything else to the extent that the Company cannot restrict it by law.
- 18.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 18.3 Subject to condition 18.1 the Company shall not have any liability for:
- 18.3.1 any indirect or consequential loss or damage; or
- 18.3.2 any loss of business, rent, profit or anticipated savings whether direct or indirect unless it has expressly assumed such liability; or
- 18.3.3 any damage to goodwill or reputation; or
- 18.3.4 loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto the Company's premises by the Buyer or its representatives; or
- 18.3.5 any loss, damage, costs or expenses suffered or incurred by any third party.
- 18.4 Subject to condition 18.1 and condition 18.2:

- 18.4.1 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the lesser of the Contract price in any calendar year or £30,000.

19 Liability In respect of Goods manufactured to Buyer's own design

- 19.1 Where the Contract comprises of any Goods to be manufactured, modified or supplied by the Company in accordance with the design specification or instructions of the Buyer, the Buyer will have no claim against the Company in respect of defects arising from any such design, specification or instructions which is or are faulty and shall indemnify the Company against any liability which the Company may incur as a result of:-
- 19.1.1 the work carried out by the Company in accordance with such design specification or instructions constituting any infringement of any intellectual property rights subsisting in favour of any person; or
- 19.1.2 the Goods so manufactured, modified or supplied by the Company causing loss or damage to any person or property arising out of any defect in the design specification or construction thereof and the Company's compliance with the design specification or instructions of the Buyer.

20 Circumstances beyond the parties' control (force majeure)

- 20.1 The Company shall have no liability to the Buyer under the Contract and reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), epidemics and/or pandemics, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors, or inability or delay in obtaining supplies of adequate or suitable materials provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

21 Dispute Resolution

- 21.1 If any dispute arises out of this Contract the parties will first attempt to resolve the matter informally through designated senior representatives of each party to the dispute, who are not otherwise.
- 21.2 If the parties are not able to resolve the dispute informally within a reasonable time not exceeding two (2) months from the date the informal process is requested by written notice the dispute the parties shall seek settlement of that dispute by mediation in accordance with the London Court of International Arbitration (LCIA) Mediation Rules, which Rules are deemed to be incorporated by reference into this Condition.
- 21.3 If the dispute is not settled by mediation within 30 days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be finally resolved by the courts of England and Wales in accordance with condition 22.6.

22 General

- 22.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 22.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

- 22.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 22.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 22.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 22.6 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

23 Communications

- 23.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by e-mail:
- 23.1.1 (in case of communications to the Company) to its registered office or such address as shall be notified to the Buyer by the Company; or
- 23.1.2 (in the case of the communications to the Buyer) to the registered office of the Buyer (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer.
- 23.2 Communications shall be deemed to have been received:
- 23.2.1 if sent by pre-paid first class post, four days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- 23.2.2 if delivered by hand, on the day of delivery; or
- 23.2.3 if sent by e-mail on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.
- 23.3 A notice required to be given under or in connection with the Contract shall be validly served if sent by e-mail.

24 Interpretation

- 24.1 The following definitions and rules of interpretation apply in these conditions.
- Buyer:** the person, firm or company who purchases the Goods or Services from the Company.
- Buyer's Equipment:** any equipment, systems, or facilities provided by the Buyer and used directly or indirectly in the supply of the Services.
- Company:** Seetru Limited, a company incorporated in England (registered number 00473899).
- Company's Equipment:** any equipment, including (but not limited to) tools, systems, cabling or facilities, provided by the Company or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Buyer.
- Contract:** any contract between the Company and the Buyer for the sale and purchase of the Goods or the provision of Services, incorporating these conditions.
- Deliverables:** all documents, products and materials developed by the Company or its agents, subcontractors, consultants and employees in relation to the Services in any form.
- Delivery Point:** the place where delivery of the Goods is to take place under condition 5.

Goods: any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).

In-put Material: all documents, information and materials provided by the Buyer relating to the Services (without limitation).

Intellectual Property Rights: all patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Pre-existing Materials: all documents, information and materials provided by the Company relating to the Services which existed prior to the commencement of the Contract

Services: the services to be provided by the Company under the Contract, together with any other services which the Company provides, or agrees to provide, to the Buyer.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

- 24.2 Headings in these conditions shall not affect their interpretation.
- 24.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 24.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 24.5 A reference to **writing** or **written** includes e-mail.
- 24.6 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 24.7 References to conditions are to the conditions of the Contract.
- 24.8 A reference to one gender includes a reference to the other gender.
- 24.9 Words in the singular include the plural and in the plural include the singular.

Revision date: 17th November 2023