

**TECNIPLAST UK LIMITED**  
**TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS**

*The customer's attention is drawn in particular to the provisions of clause 14.*

**1. INTERPRETATION**

**1.1 Definitions:**

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Conditions:** the terms and conditions set out in this document as amended from time to time.

**Contract:** the contract between Tecniplast and the Customer for the sale and purchase of the Goods and Services in accordance with these Conditions.

**Customer:** the person or firm who purchases the Goods and Services from Tecniplast.

**Factory Acceptance Tests or FAT:** optional tests performed on the Goods before delivery at Tecniplast's premises in accordance with the FAT Protocol and/or any further tests agreed by the parties in accordance with clause 4.2.

**FAT Protocol:** the protocol to be followed by Tecniplast to test and verify that the Goods operate and perform as per the Specification.

**Force Majeure Event:** an event or circumstance beyond a party's reasonable control.

**Goods:** the goods set out in the Order.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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.

**Order:** the Customer's order for the Goods and Services, as the same may be set out in the Customer's purchase order, or the Customer's written acceptance of the Quotation, as the case may be.

**Order Acknowledgment:** Tecniplast's written acceptance of the Order.

**Quotation:** Tecniplast's quotation or proposal for the supply of the Goods and Services whether or not it is expressly stated to be a quotation.

**Services:** any testing, installation or commissioning services incidental to the supply of the Goods to be carried out by Tecniplast, as set out in the Order.

**Site Acceptance Tests or SAT:** optional tests performed on the Goods at the Customer's site in accordance with the SAT Protocol and/or any further tests agreed by the parties in accordance with clause 4.2.

**SAT Protocol:** the protocol to be followed by Tecniplast to test and verify that the Goods operate and perform at the Customer's site as they did during the Factory Acceptance Tests.

**Specification:** any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and Tecniplast.

**Tecniplast:** Tecniplast UK Limited (registered in England and Wales with company number 03243587).

**Warranty Period:** the warranty period for the Goods specified in the Quotation.

**1.2 Interpretation:**

**1.2.1** A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

**1.2.2** 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.

**1.2.3** A reference to writing or written includes faxes and emails.

**1.2.4** References to clauses are to the clauses of these Conditions.

**2. BASIS OF CONTRACT**

**2.1** 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.

**2.2** The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions and any special terms agreed in the Quotation. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

**2.3** Where the Customer places an Order pursuant to a Quotation, the Order must reference the applicable Quotation number (if any).

**2.4** The Order shall only be treated as accepted when Tecniplast issues an Order Acknowledgment.

**2.5** The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

**2.6** Any samples, drawings, descriptive matter or advertising produced by Tecniplast and any descriptions or illustrations contained in Tecniplast's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

**3. GOODS**

**3.1** The Goods are described in the Quotation or, if no Quotation is issued, the Order Acknowledgment (as modified by any applicable Specification).

**3.2** Tecniplast shall supply operation and maintenance manuals for the Goods in electronic format.

**3.3** To the extent that the Goods are to be manufactured in accordance with a Specification supplied by, or developed in conjunction with, the Customer, the Customer shall indemnify Tecniplast 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 professional costs and expenses) suffered or incurred by Tecniplast in connection with any claim made against Tecniplast for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Tecniplast's use of the Specification. This clause 3.3 shall survive termination of the Contract.

**3.4** Tecniplast reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

**3.5** Where the supply of Goods includes project management visits from Tecniplast personnel, this shall be specified in the Quotation together with the number of visits to be carried out by Tecniplast. Tecniplast shall be entitled to charge the Customer for any visits in excess of the number specified in the Quotation.

**4. TESTING**

**4.1** Where Factory Acceptance Tests and/or Site Acceptance Tests are included as part of the Order, the provisions of this clause 4 shall apply.

**4.2** Tecniplast shall issue the FAT Protocol to the Customer no later than 4 weeks before the start of the period in which the FAT Tests are to be performed (**FAT Period**). The Customer must confirm agreement to the FAT Protocol no later than 2 weeks before the start of the FAT Period.

**4.3** If the Customer wishes Tecniplast to carry out any further testing or verification processes on the Goods beyond those set out in the FAT Protocol, these must be agreed by Tecniplast and the Customer in writing together with the additional charges to be paid by the Customer for such additional testing or verification processes.

**4.4** During the FAT Period, Tecniplast will provide meals and transfers between the airport, factory and hotel (all in Italy), for two representatives of the Customer. To the extent any additional Customer representatives attend the Factory Acceptance Tests, this shall be at the sole cost of the Customer.

**4.5** Except as set out in clause 4.4, all other costs incurred by the Customer in attending the Factory Acceptance Tests shall be at the Customer's expense including the cost of any flights, accommodation during the FAT Period and/or travel within the UK.

**4.6** Where either Factory Acceptance Tests or Site Acceptance Tests are included as part of an Order, it is the Customer's responsibility to provide any materials, items or samples reasonably required by Tecniplast to complete the Factory

- Acceptance Tests and/or Site Acceptance Tests, as applicable (**Test Materials**). Where Tecniplast is carrying out Factory Acceptance Tests, the Customer shall provide the Test Materials to Tecniplast no later than 4 weeks before the Factory Acceptance Tests are to be carried out.
- 4.7 Where Tecniplast is carrying out Site Acceptance Tests, the Customer shall provide all necessary access, utilities and personnel necessary to enable the Site Acceptance Tests to be performed.
- 4.8 If the Factory Acceptance Tests or Site Acceptance Tests demonstrate that the Goods perform in the accordance with the FAT Protocol and/or SAT Protocol (as applicable), Tecniplast and the Customer shall sign the applicable documentation evidencing this.
- 4.9 In the event that the Customer fails to attend the Factory Acceptance Tests and/or Site Acceptance Tests (as applicable), Tecniplast shall notify the Customer of the dates on which the Factory Acceptance Tests and/or Site Acceptance Tests are to be re-performed and Tecniplast shall be entitled to charge the Customer for such further testing.
5. **DELIVERY**
- 5.1 Tecniplast shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after Tecniplast notifies the Customer that the Goods are ready.
- 5.2 Each Order shall be accompanied by a delivery note from Tecniplast showing the date of the Order, the type and quantity of Goods included in the Order, any relevant order numbers, and, in the case of an Order being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 5.3 Delivery is completed on the arrival of the Goods at the Delivery Location.
- 5.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Tecniplast shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Tecniplast with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.5 If Tecniplast fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Tecniplast shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Tecniplast with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.6 If the Customer fails to accept delivery of the Goods on the date, and at the time, arranged for delivery, then, except where such failure or delay is caused by a Force Majeure Event or Tecniplast's failure to comply with its obligations under the Contract:
- 5.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the Business Day immediately following the scheduled delivery date; and
- 5.6.2 Tecniplast shall store the Goods until delivery takes place, and may charge the Customer for all related costs and expenses (including insurance).
- 5.7 If ten Business Days after the day on which Tecniplast agreed to deliver the Goods the Customer has still not accepted delivery of them, Tecniplast may resell or otherwise dispose of part or all of the Goods.
- 5.8 Tecniplast may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5.9 The Customer shall inspect the Goods immediately upon delivery and notify Tecniplast within 24 hours of any defects in the Goods which would be apparent on a visual inspect.
- 5.10 Where Tecniplast agrees to store the Goods for the Customer for a specified period, Tecniplast reserves the right to charge the Customer for all costs and expenses related to such waiting and storage including insurance costs.
6. **CUSTOMER OBLIGATIONS**
- 6.1 The Customer shall:
- 6.1.1 ensure that the terms of the Order and Specification are complete and accurate;
- 6.1.2 co-operate with Tecniplast in all matters relating to the Services;
- 6.1.3 provide Tecniplast, its employees, agents, consultants and subcontractors, with safe access to such premises and other facilities as reasonably required by Tecniplast to provide the Services, except in the case of Factory Acceptance Testing which is to be performed at Tecniplast's premises;
- 6.1.4 provide Tecniplast with such information and materials as Tecniplast may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- 6.1.5 prepare the site where the Services are to be performed for the supply of the Services, except in the case of Factory Acceptance Testing which is to be performed at Tecniplast's premises;
- 6.1.6 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;
- 6.1.7 keep and maintain all materials, equipment, tools, documents and other property of Tecniplast (**Tecniplast Materials**) at the Customer's premises in safe custody at its own risk, maintain the Tecniplast Materials in good condition until returned to Tecniplast, and not dispose of or use the Tecniplast Materials other than in accordance with Tecniplast's written instructions or authorisation;
- 6.2 If Tecniplast's performance of any of its obligations in respect of delivery of the Goods or performance 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**):
- 6.2.1 Tecniplast shall without limiting its other rights or remedies have the right to suspend delivery of the Goods or 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 Tecniplast's performance of any of its obligations;
- 6.2.2 Tecniplast shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Tecniplast's failure or delay to perform any of its obligations; and
- 6.2.3 the Customer shall reimburse Tecniplast on written demand for any costs or losses sustained or incurred by Tecniplast arising directly or indirectly from the Customer Default.
7. **INSTALLATION AND COMMISSIONING**
- 7.1 Where the Services include installation and/or commissioning works:
- 7.1.1 without prejudice to the generality of clause 6.1, the Customer shall be responsible for providing all services and utilities required by Tecniplast to perform such Services in accordance with any installation drawings provided by Tecniplast including the provision and fixing of any isolators and valves;
- 7.1.2 the Customer shall be responsible for ensuring that, where applicable, all relevant services are insulated up to the point at which the relevant service is connected to the Goods;
- 7.1.3 Tecniplast shall not be responsible for any additional civil works or making good to the premises where the Goods are installed that may be required following installation of the Goods;
- 7.1.4 any such Services will be carried out in accordance with a schedule agreed between the parties during normal weekday hours. If Tecniplast needs to carry out further visits due to delays caused by the Customer or other third parties, or if the Customer requests a change to the dates or times during which the Services are to be carried out, Tecniplast reserves the right to charge the Customer an additional fee based on its standard day rates, as updated from time to time.
- 7.2 The Customer acknowledges that where the Goods require connection to support services of a host building, the connection of all host building support services to the Goods is specifically excluded from the Order. The Customer must ensure this is carried out by an appropriately qualified third party under the direction of Tecniplast.
8. **QUALITY**
- 8.1 Subject to the remaining provisions of this clause 8, Tecniplast warrants that on delivery and for the applicable Warranty Period (if any), the Goods shall:
- 8.1.1 conform in all material respects with their description and any applicable Specification; and
- 8.1.2 be free from material defects in design, material and workmanship.
- 8.2 In each case, unless otherwise agreed in writing by Tecniplast, the applicable Warranty Period shall start on the date Tecniplast notifies the Customer that the Goods are available for delivery or the date of delivery, whichever is the earlier.
- 8.3 The Customer may reject any Goods delivered to it that do not comply with clause 8.1 provided that:
- 8.3.1 notice of rejection is given to Tecniplast:

- (a) in the case of a defect that is apparent on normal visual inspection, on delivery;
  - (b) in the case of a latent defect, within a reasonable time of the latent defect having become apparent (and in any event, within the applicable Warranty Period);
- 8.3.2 the Customer (at Tecniplast's option) returns such Goods to Tecniplast's place of business at the Tecniplast's cost or provides Tecniplast with access to the premises where the Goods are kept for the purpose of examining such Goods; and
- 8.3.3 none of the events listed in clause 8.6 apply.
- 8.4 If the Customer fails to give notice of rejection in accordance with clause 8.2, it shall be deemed to have accepted the Goods.
- 8.5 If the Customer rejects the Goods under clause 8.2 then Tecniplast shall, at its option and as applicable:
- 8.5.1 repair or replace the defective Goods;
  - 8.5.2 (if applicable) re-commission the defective Goods; or
  - 8.5.3 refund the price of the defective Goods in full.
- 8.6 Tecniplast shall not be liable for the Goods' failure to comply with the warranty set out in clause 8.1 in any of the following circumstances:
- 8.6.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 8.3;
  - 8.6.2 the defect arises because the Customer failed to follow Tecniplast's oral or written instructions as to the storage, commissioning, installation, cleaning, use and maintenance of the Goods, including (if applicable) the instructions set out in any equipment operation and maintenance manuals or good trade practice regarding the same;
  - 8.6.3 the defect arises as a result of Tecniplast following any drawing, design or Specification supplied by the Customer;
  - 8.6.4 the Customer alters or repairs such Goods without the written consent of Tecniplast;
  - 8.6.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
  - 8.6.6 the Goods differ from their description or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
  - 8.6.7 the Customer has failed to arrange for the routine maintenance of the Goods by a competent, qualified and fully trained personnel at the intervals recommended by Tecniplast.
- 8.7 Except as provided in this clause 8, Tecniplast shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 8.1.
- 8.8 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.9 The warranty set out in 8.1 is non-transferable.
- 8.10 These Conditions shall apply to any repaired or replacement Goods supplied by Tecniplast.
- 8.11 The warranty at clause 8.1 does not extend to any software comprised in the Goods, including any software embedded in the Goods, in respect of which the Customer's rights for any defects in the software shall be as set out in the applicable software licence agreement entered into between the Customer and the licensor of the software.
- 8.12 The warranty at clause 8.1 does not extend to Goods, either in whole or in part, not manufactured by Tecniplast, in respect of which Tecniplast shall use its reasonable endeavours to pass on to the Customer the benefit of such warranty or guarantee as is generally given by the manufacturer to Tecniplast in respect of such Goods.
- 9. TITLE AND RISK**
- 9.1 The risk in the Goods shall pass to the Customer when the Goods arrive at the Delivery Location or when the price of the Goods is received in full by Tecniplast, whichever is the earlier.
- 9.2 Except where otherwise expressly agreed in writing by Tecniplast, title to the Goods shall not pass to the Customer until Tecniplast receives payment in full (in cash or cleared funds) for the Goods and any other goods that Tecniplast has supplied to the Customer.
- 9.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 9.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Tecniplast's property;
  - 9.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 9.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- 9.3.4 notify Tecniplast immediately if it becomes subject to any of the events listed in clause 13.1; and
  - 9.3.5 give Tecniplast such information relating to the Goods as Tecniplast may require from time to time.
- 9.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 13.1, then, without limiting any other right or remedy Tecniplast may have, Tecniplast may at any time:
- 9.4.1 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
  - 9.4.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 10. PRICE AND PAYMENT**
- 10.1 The price of the Goods and/or Services shall be set out in the Quotation, or, if no price is quoted, the prices set out in Tecniplast's price list in force as at the date of delivery.
- 10.2 Tecniplast may, by giving notice to the Customer at any time before delivery, increase the price of the Goods and/or Services to reflect any increase in the cost of the Goods that is due to:
- 10.2.1 any factor beyond Tecniplast's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - 10.2.2 any request by the Customer to:
    - (a) change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
    - (b) change any agreed dates for performance of the Services, or the scope or nature of the Services to be performed;
  - 10.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give Tecniplast adequate or accurate information or instructions.
- 10.3 Unless otherwise stated in the Quotation, the price of the Goods includes the costs and charges of delivering the Goods to the Delivery Location.
- 10.4 The price of the Goods and Services excludes:
- 10.4.1 amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to Tecniplast at the prevailing rate, subject to the receipt of a valid VAT invoice;
  - 10.4.2 the cost of removal of packaging and waste (if required) following delivery of the Goods or performance of the Services; and
  - 10.4.3 (if applicable) the cost of transportation of bedding, diet, enrichment, cages, bottles, caps and associated equipment to Tecniplast's premises for the purposes of Factory Acceptance Tests.
- 10.5 Unless otherwise stated in the Quotation, Tecniplast may invoice the Customer on or at any time after Tecniplast notifies the Customer that the Goods are ready for delivery or upon completion of delivery (whichever is the earlier).
- 10.6 The Customer shall pay any invoices in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by Tecniplast. Time for payment is of the essence.
- 10.7 If the Customer fails to make any payment due to Tecniplast under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate 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.
- 10.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Tecniplast may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by Tecniplast to the Customer.
- 10.9 If the Customer requests that Tecniplast enters into a performance guarantee or bond to guarantee Tecniplast's obligations under the Contract, any costs associated with Tecniplast entering into such arrangement shall be borne solely by the Customer and the Customer shall indemnify Tecniplast against all liabilities, costs, expenses suffered or incurred by Tecniplast in entering into such arrangement. For the avoidance of doubt, Tecniplast shall have no obligation to enter into any such guarantee or bond except where expressly agreed in writing by an authorised representative of Tecniplast.
- 11. RETURNS**
- 11.1 Except in the case of any faulty or defective Goods, the Customer shall only be permitted to return the Goods to Tecniplast at Tecniplast's sole discretion.

- 11.2 If the Customer wishes to return the Goods to Tecniplast, it must first contact Tecniplast. If Tecniplast agrees to accept the return of the Goods, the Customer must return the Goods to Tecniplast marked for the attention of Tecniplast's representative who authorised the return and the return of the Goods shall be at the sole risk and expense of the Customer. Tecniplast may, at its sole discretion, agree with the Customer to collect the Goods at the Customer's expense.
- 11.3 Tecniplast reserves the right to charge the Customer a restocking charge equivalent to 10% of the price of the applicable Goods.
- 11.4 Tecniplast shall only refund the price of the Goods if the returned Goods are in a good and saleable condition and returned in their original packaging. In the event that the returned Goods, in the reasonable opinion of Tecniplast, are not in a good and saleable condition and/or in their original packaging, Tecniplast may return such Goods to the Customer and charge the Customer for any additional packaging, insurance and carriage costs incurred by Tecniplast.
- 11.5 Except in the case of faulty or defective Goods, the Customer shall have no right to return any Goods which are made-to-measure or bespoke.
- 12. INTELLECTUAL PROPERTY**
- 12.1 The Customer acknowledges that:
- 12.1.1 as between the Customer and Tecniplast, all Intellectual Property Rights in the Goods, the Specification and the products of the Services belong, and shall belong, to Tecniplast or the relevant third-party owners (as the case may be), and the Customer shall acquire no Intellectual Property Rights in or to the Goods, the Specification or the products of the Services (as the case may be);
- 12.1.2 where the Goods include software, the Customer shall enter into any such licence terms as may be reasonably required to enable the Customer to make full use of the software in the Goods;
- 12.1.3 all Tecniplast Materials are the exclusive property of Tecniplast.
- 13. TERMINATION**
- 13.1 Without limiting its other rights or remedies, Tecniplast may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 13.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- 13.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 13.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 13.1.4 the Customer's financial position deteriorates to such an extent that in Tecniplast's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 13.2 Without limiting its other rights or remedies, Tecniplast may suspend provision of the Goods under the Contract or any other contract between the Customer and Tecniplast if the Customer becomes subject to any of the events listed in clause 13.1.1 to clause 13.1.4, or Tecniplast reasonably believes that the Customer is about to become subject to any of them, or 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, Tecniplast may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 13.4 On termination of the Contract for any reason the Customer shall immediately pay to Tecniplast all of Tecniplast's outstanding unpaid invoices and interest.
- 13.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 13.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
- 14. LIMITATION OF LIABILITY**
- 14.1 Nothing in these Conditions shall limit or exclude Tecniplast's liability for:
- 14.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 14.1.2 fraud or fraudulent misrepresentation; or
- 14.1.3 any matter in respect of which it would be unlawful for Tecniplast to exclude or restrict liability.
- 14.2 Subject to clause 14.1:
- 14.2.1 Tecniplast shall under no circumstances whatsoever 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;
- 14.2.2 Tecniplast shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss or damage caused to the Customer's tangible property including that which is supplied to Tecniplast by the Customer for the purpose of the Factory Acceptance Tests and/or Site Acceptance Tests; and
- 14.2.3 Tecniplast'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 price of the Goods or Services which is the subject of the claim.
- 15. FORCE MAJEURE**
- Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate this Contract by giving 7 days' written notice to the affected party.
- 16. GENERAL**
- 16.1 Assignment and other dealings.**
- 16.1.1 Tecniplast may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 16.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Tecniplast.
- 16.2 Confidentiality.**
- 16.2.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by clause 16.2.2. For the purposes of this clause, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.
- 16.2.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 16.2; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.2.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.
- 16.3 Entire agreement.**
- 16.3.1 This Contract and any special terms set out in the Quotation constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

- 16.4 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 16.5 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
- 16.5.1 waive that or any other right or remedy; nor
- 16.5.2 prevent or restrict the further exercise of that or any other right or remedy.
- 16.6 **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.
- 16.7 **Notices.**
- 16.7.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or fax or email.
- 16.7.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.7.1; 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 or email, one Business Day after transmission.
- 16.7.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 16.8 **Third party rights.** No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.
- 16.9 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 16.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.