

Terms and Conditions

Daikin Airconditioning UK Ltd is a leading supplier of cooling, heating, ventilation and refrigeration solutions for commercial, residential and industrial applications.

The prices shown within this trade price book are for use by qualified installers who agree that:

- 1 Any equipment purchased is installed by suitably qualified engineers and to the standards expected by Daikin all in accordance with Daikin installation instructions.
- 2 The purchasing installer is able to maintain, troubleshoot and carry out warranty repairs in accordance with the Daikin Airconditioning UK Ltd warranty policy.

All prices shown within this price book are £0.00 net exclusive of VAT and are subject to our standard terms and conditions which can be found at the back of this price book, and can also be accessed from our website.

Specifications are subject to change without prior notice.

1. Definitions

"Buyer" means the person, partnership or company purchasing the Goods from the Seller;

"Data Protection Laws" means the GDPR, the Data Protection Act 2018, and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

"GDPR" means General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018;

"Goods" means the plant, machinery, materials, items and labour to be supplied by the Seller subject to these Conditions;

"Seller" means Daikin Airconditioning UK Limited, registered in England and Wales with company number 04616794 trading as Daikin Airconditioning UK Ltd, and shall be construed where applicable to include all employees, agents and subcontractors of that company; and

"Site" means such place to which the Buyer shall request the Seller to make delivery.

2. Governing Conditions

2.1 All orders, however made, are accepted only upon these Conditions which shall override any terms or conditions incorporated or referred to by the Buyer in writing, orally or otherwise. No variation of these Conditions shall be incorporated into the contract between the Seller and the Buyer unless expressly accepted in writing by a director of the Seller.

2.2 No failure by the Seller to object to any terms or conditions incorporated or referred to by the Buyer in writing, orally or otherwise shall be deemed a waiver of these Conditions or an acceptance of the Buyer's terms and conditions.

2.3 The Buyer acknowledges that these Conditions together with the express terms of the contract constitute and form the entire terms of this contract to the exclusion of any antecedent statement or representation whether oral, written or implied or whether contained in any advertisement, particulars, descriptions or illustrations given in the Seller's catalogues or brochures, or other matters issued or in any correspondence entered into by the Seller. The Buyer further acknowledges that it has not entered into this contract in reliance upon any such statement or representation, other than the written specifications given by the Seller and the Buyer shall, save in respect of fraud, have no remedies in respect of, any representation or warranty that is not expressly set out in this contract or any documents entered into pursuant to it.

3. Placing Orders

3.1 Placing an order shall be an offer by the Buyer to purchase Goods and presumes knowledge and acceptance of these Conditions.

Upon placing an order the Buyer shall receive an acknowledgement of the order in writing and/or through the online order system designated by Seller, if any; which does not constitute a binding contract until the Seller accepts the Buyer's order by written confirmation and/or through such online system, as the case may be.

3.2 The Seller reserves the right to reject cancellation by the Buyer of an accepted order or any portion thereof. Cancellation of an accepted order needs to be approved in writing or through the online system designated by Seller, as the case may be by the Seller and the Buyer may be charged cancellation charges. Goods already delivered cannot be returned or exchanged and will be invoiced.

3.3 Changes to an accepted order shall be treated as a separate order, unless otherwise agreed in writing by the Seller. If any changes are made to an original order, the price, discount on or delivery date of that order are subject to change.

3.4 The Seller has a policy of continuous technical improvement and accordingly reserves the right to make minor modifications to the technical specification and design of the Goods. Catalogues, brochures, advertising lists, photographs and similar publications are only sent by way of information and any technical information, including any information on the performance of the Goods provided, is an approximate guide. The Seller has no liability for any deviations from or mistakes in such information or for any errors of interpretation.

3.5 The Seller reserves the right, without giving prior notice to the Buyer, to carry out alterations and improvements in the design or method of manufacture. Such alterations or improvements may result in the Goods being superseded with new goods. In the event the Goods are superseded before delivery, the Seller reserves the right to substitute the Goods (or any part of them) with the new goods (or any part of them) provided that price is no greater than the price of the Goods and the Seller reasonably considers the new goods to be effectively equivalent.

4. Price and Payment

4.1 The Seller's quotation, unless previously withdrawn or revised in writing or through the online system designated by Seller, as the case may be, is valid 30 days from the date of quotation or until the end of the financial year (31st March), whichever comes first, after which the quotation shall automatically expire. The Seller reserves the right to amend their prices during the financial year and any such

changes will mean previous quotations (prior to the price change) are only valid for 30 days, from the date of the quotation.

4.2 A quotation for the Goods given by the Seller shall not be construed as an obligation to sell but merely an invitation to treat and no contractual relationship shall arise from it until the Buyer's order has been accepted by the Seller in writing.

4.3 The Seller's quotation includes only such goods, accessories and work as are specified thereon and (without limitation to the foregoing) does not include the cost of lighting, power, heat and water required and/or used during the installation and testing of the Goods at the Site, or any insurance or overtime working by the Seller.

4.4 The price quoted for the Goods is based on the cost to the Seller at the date of quotation of materials, labour, transport and all other expenses and of conforming to any statutory regulations. The Seller reserves the right to vary the quoted price to take account of any variation (including variations caused by alterations in rates of exchange) in the aforesaid costs between the date of the quotation and the date of actual physical delivery of the Goods.

4.5 All amounts stated in these Conditions to be payable by the Buyer are exclusive of Value Added Tax or any similar tax properly chargeable in respect of supplies under these Conditions and any other tax or duty and Buyer will pay all such Value Added Tax and other applicable taxes together with those amounts.

4.6 Each payment made by the Buyer must be calculated and made without, and free and clear of any deduction for set-off or counterclaim and any withholding for or on account of any tax or any other deduction, unless required by law, in which case the Buyer shall ensure that the withholding or deduction does not exceed the minimum amount required by law and shall increase the amount payable by it so that the net amount received and retained by the Seller will equal the full amount which Seller would have received and retained if no withholding or deduction had been made.

4.7 Unless otherwise agreed in writing, the Buyer shall pay the invoice amount of the Goods and any other costs, charges or expenses provided for by these Conditions including Value Added Tax at the then current rate within 30 days from the date of the Seller's invoice in immediately available funds, but the Seller reserves the right to require payment before delivery or installation.

4.8 Time for payment shall be of the essence of the contract. Any invoice not paid in accordance with the foregoing shall be liable to interest on the unpaid amount

thereof at the rate of 8% per annum above the base rate from time to time of Barclays Bank plc calculated on a day-to-day basis.

4.9 Without prejudice to any other rights or remedies it may have, in the event the Seller makes credit facilities available to the Buyer and the credit limit is reached, the Seller may suspend future delivery of the Goods under any contract for the supply of goods and/or services from the Seller to the Buyer unless and until the Buyer satisfies all or part of the credit as the Seller may demand, in its sole and absolute discretion.

5. Delivery

5.1 Any dates quoted for delivery of Goods are approximate only, and the time of delivery is not of the essence. Failure by the Seller to make delivery on any particular date shall not entitle the Buyer either to cancel the order or the delivery or to repudiate this contract or to claim for any expenses, loss of profit, or any other consequential loss or damage whatsoever.

5.2 If the contract provides for the Seller to deliver the Goods, delivery shall be deemed to take place when the Goods arrive at the agreed destination or are ready for despatch by the Seller to the order of the Buyer and such despatch shall have been delayed by the Buyer, whichever is the sooner.

5.3 The Buyer undertakes that the Site will at all times be safe and accessible for the Seller and its vehicles carrying out delivery. The Buyer is responsible, at its own cost, for the provision of such labour and apparatus as is necessary for the offloading and positioning of the Goods on Site and shall give the Seller every assistance in effecting delivery.

5.4 If the contract provides for the Goods to be collected by or on behalf of the Buyer, the Seller shall give the Buyer reasonable notice in writing and/or orally of when and where Goods will be ready for collection. Delivery shall be deemed to take place upon the date and at the place so notified whether or not the Goods are so collected.

5.5 The Seller may deliver the Goods in instalments and each such instalment shall be deemed to be the subject of a separate contract and no damage, non-delivery or shortage in relation to any such instalment shall entitle the Buyer to any remedies in relation to any other instalment or contract. If payment of any instalment is not made in accordance with clause 4, the Buyer shall be liable to the Seller for any costs incurred in connection with manufactured or partly manufactured Goods acquired by the Seller for the Buyer, in addition to the other rights and remedies available to the Seller.

6. Risk

6.1 Risk shall pass to the Buyer on delivery of the Goods.

6.2 If delivery does not take place as a result of any act or omission of the Buyer or if the Buyer fails to collect the Goods as set out in clause 5, then delivery shall be deemed to have taken place on the date of the attempted delivery and risk shall pass to the Buyer, who shall indemnify the Seller in full against any expense, cost or loss incurred by the Seller including, without limitation, storage and transport costs. Without prejudice to the foregoing, if, fifteen (15) days after the Seller notified the Buyer that the Goods were ready for delivery, the Buyer has not taken delivery of them, the Seller reserves the right to resell or otherwise dispose of part or all of the Goods and, after deducting all costs and expenses account to the Buyer for any excess over the price already paid or charge the Buyer any shortfall between the contract price and such costs and expenses.

6.3 The Buyer shall examine any Goods delivered upon delivery. If the Goods or any part thereof are received in a damaged condition or are not received, the Seller will accept no responsibility for such damage and or loss unless the Buyer advises the

Seller in writing of the damage or loss within 3 working days from the earlier date of actual physical delivery of the Goods or the date of installation of the Goods (save where the damage is a latent defect in the Goods in which case clause 17 shall apply). The Buyer must then afford the Seller reasonable opportunity to inspect any damage or verify any loss and shall immediately return the damaged Goods to Seller.

6.4 The Seller's sole responsibility upon any damage or loss is to repair or replace the Goods which prove to be lost or defective (or at the Seller's option the defective part(s)), as soon as is reasonably practicable, provided that they are returned to the Seller by the Buyer. Whether the remedy is repair or replacement shall be at the option of the Seller and such repair or replacement shall be free of charge. Subject to the provisions of clause 17 the Seller shall have no further liability to the Buyer.

6.5 If the Buyer shall fail to comply with clause 6.3, the Goods shall be deemed to be in accordance with the contract and the Buyer shall be bound to accept delivery and shall make payment without any deduction in accordance with these Conditions.

6.6 The Seller will not be liable for any claims resulting from loss or damage to the Goods occurring after delivery.

6.7 Unless otherwise agreed in writing, the Buyer shall be solely responsible for obtaining any and all necessary import or export licences or permits necessary for the delivery to the Buyer, and the Buyer shall be responsible for any and all customs duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation, exportation and/or delivery of the Goods.

7. Force Majeure

7.1 If the Seller is prevented from performing the contract by any event or cause beyond its reasonable control, however arising, then it will not be liable for any failure or delay in performing its obligations under the contract and, if such event or cause carries on continuously for more than 28 days, it may by written notice to the Buyer terminate the contract.

7.2 In such event, the Buyer shall pay to the Seller all reasonable costs incurred by the Seller at the date of such notice in relation to its partial and or attempted performance of its obligations hereunder but, subject thereto, neither the Seller nor the Buyer shall be under any liability whatsoever to the other in connection with the contract.

8. Shortages

If the Seller is unable, for any reason, to supply the total demand for Goods of the contract description, the Seller may allocate its available supply of such Goods among any and all Buyers on such basis as the Seller may deem fair and practical without liability for any failure of performance which may result. The Buyer shall not be entitled to reject such Goods for short delivery.

9. Works and Specification

9.1 Where existing equipment is to be used in connection with the Goods, the Buyer shall be fully and solely responsible for it.

9.2 Any adaptation of the standard specification of the Goods shall be made upon the full and sole liability of the Buyer. Where the standard specification of the Goods is adapted, whether by the Seller at the request of the Buyer, or by the Buyer itself, the Buyer agrees to indemnify (and shall keep so indemnified) the Seller in full against any claim resulting from any such variation (whether or not arising out of the negligence of the Seller, its servants, agents or subcontractors). In the event of any adaptation made by the Seller upon request of the Buyer, the Buyer shall make such payment in respect thereof as the Seller may reasonably demand.

9.3 The Buyer shall be responsible for ensuring that the Goods are sufficient and suitable for the Buyer's purposes (whether such Goods have been adapted from their standard specification or not) and the Seller shall have no liability to the Buyer in the event that the Goods are not sufficient and suitable for the Buyer's purposes.

9.4 Unless otherwise expressly agreed in writing, the Seller shall not be responsible for any errors, omissions or defects in any goods, equipment, machines, parts, drawings, designs, specifications, test results, reports or other information supplied to the Seller by the Buyer or the Buyer's employees, agents, sub-contractors or representatives and the Buyer agrees to indemnify and keep indemnified the Seller against all claims and liabilities incurred by the Seller resulting from such errors, omissions or defects.

10. Installation

It is the responsibility of the Buyer to install and commission the Goods and to ensure its employees, agents and subcontractors or any other persons used by the Buyer to install and commission the Goods are fully trained to do so and that the terms of any instructions or manuals provided with the Goods are followed.

11. Health and Safety

The Buyer shall ensure that all Goods shall be used strictly in accordance with any relevant information, instructions or advice which the Seller or the manufacturer of the Goods may make available with or in connection with the Goods.

12. Environmental

12.1 The Buyer shall be responsible for all costs, charges, and expenses arising from or in connection with the decommissioning, recovery, recycling, and disposal of all or part of the Goods and shall not seek to recover such expenses or contribution from the Seller.

12.2 The Buyer is responsible for obtaining and complying with all relevant licenses, permissions, permits and consents from appropriate regulatory bodies and for complying with any other lawful authority in connection with the storage, installation, operation, use, maintenance, repair, transportation, decommissioning, recovery and eventual disposal of the Goods.

12.3 Where the Buyer sells all or part of the Goods to another party, the Buyer shall enter into a similar covenant with that party.

13. Retention of Title

13.1 Risk of damage to or loss of the Goods shall remain with the Seller until delivery to the Buyer.

13.2 Title in the Goods shall not pass until such time as the Buyer has paid for all Goods and/or services subject of this contract in full and, furthermore, the Buyer has paid for all other Goods and/or services supplied by the Seller to the Buyer under any other contract.

13.3 Until title to the Goods has passed to the Buyer:

- (a) the Buyer shall hold the Goods as bailee for the Seller;
- (b) the property in the respective Goods supplied by the Seller will remain vested in the Seller;
- (c) the Buyer must store the respective goods so that they are clearly identifiable as the Seller's property;
- (d) the Buyer must take all reasonable care of the Goods and keep them in a reasonable condition; and
- (e) the Buyer must insure the respective Goods against the risks for which a prudent owner would insure them, and hold the policy on trust for the Seller.

13.4 The Buyer must inform the Seller, in writing, immediately if it becomes subject to any of the events set out in clause 16.1.

13.5 If at any time before title to the Goods has passed to the Buyer, the Buyer informs the Seller, or the Seller reasonably believes, that the Buyer has or is likely to become subject to any of the events specified in clause 16.1 and the Goods remain in the possession or control of the Buyer, the Buyer must allow the Seller to remove the Goods.

13.6 The Seller has the Buyer's permission to enter the Buyer's premises where the Goods are stored:

- (a) on reasonable written notice, to inspect them; and
- (b) where clause 13.5 applies, to remove them, using reasonable force if necessary.

14. Intellectual Property Rights

14.1 The Buyer shall have no rights to any intellectual property owned by or licensed to the Seller. The Buyer shall not allow any trademark or instruction or warning applied to the Goods to be obliterated or obscured.

14.2 All designs, samples, models, experimental equipment, marketing devices, accessories and other items relating to the Goods or their development or creation shall remain the Seller's property, shall be treated as confidential and shall not be copied, reproduced or disclosed to any person without the Seller's prior written consent.

15. Confidentiality

15.1 All information and/or advice, whether written or oral, whether in relation to the Goods or to the business of Seller, given by the Seller to the Buyer, shall not be disclosed to any third party, except as permitted by clause 15.2.

15.2 The Buyer may disclose the Seller's confidential information:

- (a) to those of its employees who need the confidential information in order to make use of the Goods in the ordinary course of the Buyer's business, provided such employees have first agreed to comply with this clause 15 (and the Buyer shall be responsible for any non-compliance by its employees);
- (b) if the Buyer has obtained prior written consent from the Seller;
- (c) as may be required by law, court order or governmental authority; or
- (d) to the extent that such information and/or advice is in the public domain otherwise than by virtue of a breach of this condition.

15.3 The Buyer shall promptly give notice to the Seller of any disclosure required by law and the Seller may seek an appropriate remedy to prevent such disclosure. The Buyer undertakes to fully co-operate with the Seller (at the Buyer's expense) if the Seller rejects the validity of such a requirement.

16. Early Termination

16.1 This clause applies if:

- (a) 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 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; or
- (b) 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 the Buyer with one or more other companies or the solvent reconstruction of the Buyer; or

(c) (being an individual) the Buyer is the subject of a bankruptcy petition or order; or

(d) 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 fourteen (14) days; or

(e) (being a company) 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 Buyer; or

(f) (being a company) a floating charge holder over the assets of the Buyer has become entitled to appoint or has appointed an administrative receiver; or

(g) a person becomes entitled to appoint a receiver over the assets of the Buyer or a receiver is appointed over the assets of the Buyer; or

(h) 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 clause 16.1(a) to clause 16.1(g) (inclusive); or

(i) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or

(j) (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation

(k) the Buyer commits any default or breach of the terms of this contract or the Conditions or of any of its obligations to the Seller including, without limitation, failure to make payment when due; or

(l) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

16.2 If this clause 16 applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to terminate any contract made pursuant to these Conditions by notice in writing to the Buyer or suspend any further deliveries of the Goods without any liability on its part, and if the Goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

16.3 Termination or expiry of the contract shall not affect any accrued rights and liabilities of the parties at any time up to the date of termination.

17. Warranties and Liability

17.1 Subject to clauses 17.2, 17.3 and 17.4 and unless otherwise agreed in writing, the Goods are guaranteed under manufacturer's warranty against material defects in materials or workmanship for a period of 1 year from the date of delivery. This warranty is limited to the repair or replacement ex factory of the parts found defective. Unless otherwise agreed in writing, the Seller shall not be liable for repayment of replacement costs nor for any incidental, consequential or special damages. For the avoidance of doubt, the Seller specifically excludes any implied or express warranty, representation or condition of the Goods' fitness for a particular purpose.

17.2 To claim under the warranty, the Buyer shall submit to the Seller adequate proof that the Goods are defective, as required by the Seller. Unless otherwise agreed in writing, claims with regard to the Goods will only be accepted if they are notified within 12 months after delivery of the Goods. These terms shall apply to any repaired or replacement parts supplied by the Seller; save that any such repaired

or replacement parts shall only be warranted for the residual unexpired warranty period, unless otherwise agreed in writing.

17.3 This warranty is given on condition that the maintenance of the Goods has been carried out in accordance with the manufacturers' instructions by an authorised Daikin dealer/installer/maintenance company.

17.4 The warranty referred to in clause 17.1 does not apply if:

- (a) the Goods have been modified by the Buyer;
- (b) the Goods have been incorrectly installed or stored by the Buyer;
- (c) defects in the Goods have been caused by the act, neglect, omission or default of the Buyer or any third party, fair wear and tear or abnormal working conditions;
- (d) any remedial work in respect of the Goods has been carried out by third parties instructed by the Buyer without the prior written approval of the Seller including, but not limited to, servicing, alteration and repair of the Goods;
- (e) if the Seller's installation, storage and operation instructions (if any) and any instructions issued by the manufacturer, are not followed; or
- (f) the Goods are used for a purpose for which they are not intended.

17.5 The Seller only acts in its capacity as seller and not as an installer or consultant and the Seller is not responsible for advice given by its representatives concerning the installation of the Goods, save in relation to all or any part of the Goods which the Seller has installed with the written agreement of an authorised representative of the Seller (excluding any agent or subcontractor of the Seller) to the installation and to the terms of such installation for claims.

17.6 Subject to clause 17.13, the Seller shall not be liable to the Buyer:

- (a) for any damage to persons or property, however arising;
- (b) for defects, in or in any way connected with the Goods, caused by the act, neglect, omission or default of the Buyer or any third party, fair wear and tear or abnormal working conditions;
- (c) for any remedial work in respect of the Goods, carried out by third parties instructed by the Buyer without the prior written approval of the Seller including, but not limited to, servicing, alteration and repair of the Goods;
- (d) for claims if the Seller's installation, storage and operation instructions (if any) and any instructions issued by the manufacturer, are not followed. The Seller reserves the right to charge for remedial works in these circumstances;
- (e) possible defects in manufacturing the Goods or the conception of the raw materials used;
- (f) for any other defects in the Goods not falling within paragraphs (a) to (e) of this clause, unless notified to the Seller by the earlier of 14 days of delivery of the Goods or installation of the Goods or occurrence of a malfunction by a latent defect; and
- (g) for pure economic loss, loss of profit, loss of business, depletion of goodwill, loss of anticipated savings, injury to reputation, loss of revenue, interruption of production, any damages claimed to Buyer by third parties, or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the contract.

17.7 Subject to clause 17.13, the Seller's aggregate liability to the Buyer in respect of any occurrence or series of occurrences attributable to the same cause, whether for negligence, indemnified losses, breach of contract, misrepresentation or otherwise, shall in no circumstances exceed the price paid by the Buyer to the Seller in respect of the Goods in question.

17.8 The Seller's prices are determined on the basis of the limits of liability set out in this clause 17. The Buyer may by written notice to the Seller request the Seller to agree a higher limit of liability provided insurance cover can be obtained therefor. The premiums in respect of insurance up to such higher limit will be for the account of the Buyer.

17.9 Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute, common law, custom of the trade, course of dealing or otherwise, including, for the avoidance of doubt, all warranties implied by the Sale of Goods Act 1979, are excluded to the fullest extent permitted by law.

17.10 The Buyer's remedy in respect of any claim for which the Seller is liable in terms hereof shall be limited to, at the sole option of the Seller, repair or replacement of the item in question or refund of the purchase price (if paid).

17.11 The Buyer shall not be entitled to exercise a right of retention, or withhold payment of any amount payable under the contract to the Seller because of any disputed claim of the Buyer in respect of the Goods or any other alleged breach of the contract, or to set-off any amount payable under the contract to the Seller against any monies not then presently payable by the Seller or for which the Seller disputes liability, or to return Goods to the Seller unless authorised in writing by a director of the Seller.

17.12 The Buyer shall indemnify the Seller against all claims, damages, liability, costs (including the cost of any legal proceedings), including any claims for the death of or injury to any person or for the damage to or loss of any property, made by any person against the Seller either under any statute or at common law which may arise out of or be in any way connected with the execution of the contracted works or the installation, operation or use of the Goods except where the same is due to the negligence, omission or default of the Seller.

17.13 Nothing in these Conditions excludes or limits the liability of the Seller for:

- (a) death or personal injury due to the negligence of the Seller;
- (b) defective products under the Consumer Protection Act 1987;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- (d) fraud or fraudulent misrepresentation; or
- (e) any other liability that may not be excluded or limited by law.

18. Personal Data

18.1 In this clause 15, the terms "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing" and "Processor" shall have the meanings given to them in the GDPR, and "Process" and "Processed" shall be construed accordingly.

18.2 The Buyer and the Seller shall each Process Personal Data in order to perform their respective obligations under the contract. This Personal Data shall include the names, job titles and contact details of relevant personnel of the Buyer and the Seller (the "Common Data").

18.3 The Buyer and the Seller acknowledge that the factual arrangement between them dictates the role of each party in respect of the Data Protection Laws. Notwithstanding the foregoing, both parties anticipate that, for the purposes of the contract, in most instances, the Buyer and the Seller shall each be a Controller of the Common Data in common with the other.

18.4 In respect of the Common Data, the Seller and the Buyer shall each:

- (a) comply with their respective obligations under the Data Protection Laws;
- (b) use all reasonable efforts to assist the other to comply with such obligations as are respectively imposed on them by the Data Protection Laws; and

(c) ensure that all fair processing notices have been given (and/or, as applicable, consents obtained) and are sufficient in scope to enable the other party to Process the Common Data as required in order to obtain the benefit of its rights, and to fulfil its obligations, under the contract in accordance with the Data Protection Laws.

19. General

19.1 The invalidity or unenforceability for any reason of any terms of these Conditions shall not prejudice or affect the validity or enforceability of the remainder.

19.2 The Buyer shall not be entitled, without the prior consent in writing of the Seller, to assign its rights under the contract.

19.3 Any notice in legal proceedings, arbitration or other dispute resolution process to be given under these Conditions shall be in writing and shall be sent by recorded delivery, signed for on delivery, and addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice. In proving service it shall be sufficient to prove that the notice was properly addressed and posted and signed for. All other notices required or permitted to be given under these Conditions shall be in writing and may be sent by recorded delivery or e-mail to the other party at the relevant postal address, registered office or e-mail address (as the case may be) as may at the relevant time have been notified pursuant to this provision to the party giving notice. In proving service it shall be sufficient to prove, in the case of posting, that the notice was properly addressed and posted and in the case of e-mail, that no automatically generated out of office, bounce-back or similar notice has been received by the sender.

19.4 No waiver by the Seller of any of the terms of these Conditions shall release the Buyer from full performance of the remaining terms, and no waiver by the Seller of any breach of the terms of these Conditions shall be a waiver of any subsequent breach of the same or any other term of this Conditions. No failure to exercise, nor delay or omission by the Seller in exercising, any right, power or remedy conferred on it under these Conditions or provided by law shall except with the express written consent of that party affect that right, power or remedy; or operate as a waiver of it.

19.5 If any order is made by two or more Buyers jointly, the obligations of those Buyers under the contract shall be joint and several.

19.6 This Contract shall be governed by and construed in accordance with the laws of England and any dispute shall be referred to the exclusive jurisdiction of the English Courts.

19.7 The Seller and the Buyer do not intend that any provision of these Conditions shall be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person who is not a party to the contract.

19.8 We reserve the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions at any time. Such modifications shall become effective immediately.