CASTELL SAFETY INTERNATIONAL LIMITED STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

The Customer's attention is particularly drawn to the exclusions and limitations of liability at Condition 10.

1. **DEFINITIONS AND INTERPRETATION**

This is version 2 of these Conditions dated 1st November 2026. In these Conditions:

1.1 References to the defined term Conditions are to the terms and conditions set out in this document;

1.1.1 Definitions:

Business Day means a day other than Saturday or Sunday on which banks are open in London for business.

Conditions means these conditions of supply, as varied from time to time.

Customer means the person named as the customer, or requesting Supplier's provision of Goods, in the Order.

Data Protection Laws means the General Data Protection Regulation (Regulation (EU) 2016/679), the UK GDPR as defined in the Data Protection Act 2018, all Applicable Laws relating to processing of personal data and, where applicable, binding guidance and codes of practice issued by supervisory authorities.

Delivery means the time at which delivery or making available (if that is the case depending on the method of delivery used) of the Goods is deemed to occur in accordance with Clause 4.

Delivery Location means the location for delivery of Goods set out in the Order Acknowledgement, or such other location as the Parties may agree.

Fees means the price of the Goods, as may be varied from time to time in accordance with Clause 7.4 and any other amounts payable to Supplier by Customer under the Contract.

Goods means the goods set out in the Order.

Insolvent means in respect of a person, the occurrence of one or more of the following events: (i) an inability to pay its debts when they become due; (ii) the making of an order or passing of a resolution for that person's liquidation, administration, winding-up or dissolution (apart from for the purposes of a solvent amalgamation or reconstruction); (iii) the appointment of an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer over all or any substantial part of the assets of that person which is not discharged within 14 days; (iv) the entry into or proposal of any composition or arrangement with that person's creditors generally; and/or (v) anything analogous to any of the events described in (i)-(iv) above being suffered by that person.

Intellectual Property means all intellectual property rights of any nature including: (i) copyright, patents, trade marks, database rights, rights in computer software, designs, format rights, inventions, know-how, trade secrets, techniques and Confidential Information, customer and supplier lists and other proprietary knowledge and information (whether registered or unregistered); (ii) applications and all rights to apply for registration of the same; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world in each case for their full term and together with any revivals, renewals or extensions.

Order means Customer's request for the supply of certain Goods by Supplier to Customer (to which these Conditions are incorporated), whether such document is called a purchase order, order form or other name, and whether provided to Supplier via email, online or other accepted method of communication.

Order Acknowledgement means Supplier's written acceptance of the Order.

Party or Parties means Customer and/or Supplier (as the context so requires).

Specification means any written description or technical specification for the Goods provided by Supplier.

Supplier means Castell Safety International Limited

Warranty Period means the period of 12 months from and including the date of Delivery of the Goods.

1.2 all headings are for ease of reference only and will not affect the construction or interpretation of these Conditions;

1.3 unless the context otherwise requires:

1.3.1 references to the singular include the plural and vice versa and references to any gender include every gender;

1.3.2 references to a "person" include any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);

1.4 references to any statute or statutory provision include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;

1.5 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;

1.6 the meaning of general words introduced by the word "other" or a similar word or expression will not be restricted by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;

1.7 references to "in writing" or "written" include e-mail;

1.8 any reference to an English or Welsh legal term, concept or thing will, in respect of any jurisdiction other than that of England and Wales, be deemed to include a reference to what most nearly approximates to the English or Welsh legal term in that jurisdiction;

1.9 any reference to:

1.9.1 time of day is to London GMT or BST (as relevant);

1.9.2 a day is to a period of 24 hours running from midnight to midnight;

1.9.3 an obligation on a Party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that Party; and

1.9.4 any obligation on a Party not to do or omit to do anything includes an obligation not to allow (whether expressly or by a failure to take reasonable steps to prevent) that thing to be done or omitted to be done by any other person.

1.10 To the extent of any inconsistency between these Conditions and the Order Acknowledgement, the Order Acknowledgement will prevail.

2. **CONTRACT FORMATION**

2.1 Any quotation given by the Supplier will be valid for 30 days from and including its date, and will constitute an invitation to treat and not an offer.

2.2 The Order constitutes an offer by the Customer to purchase Goods and Services from the Supplier on these Conditions. A contract for the supply of Goods and Services by the Supplier to the Customer on these Conditions will be formed when the Supplier accepts the Order by issuing an Order Acknowledgement to the Customer. The Supplier is under no obligation to accept the Order.

2.3 These Conditions are the only terms and conditions on which the Supplier will supply goods and services to the Customer and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document (whether or not such document is referred to in the Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.

2.4 Delivery or commencement of the performance of the Services will be deemed conclusive evidence of the Customer's acceptance of these Conditions.

2.5 The Supplier will be entitled, at its discretion, to deliver Goods by separate instalments. The Supplier will be entitled to invoice the Price for each instalment separately in accordance with Condition 7.5. Each instalment will be deemed to be a separate contract and no cancellation or termination of any one contract relating to an instalment will give the Customer the right to cancel or terminate any other contract.

2.6 The Customer waives any right it might have to rely on any term endorsed upon, delivered with or contained in any document of the Customer (including as part of the Order) that is inconsistent with these Conditions, notwithstanding anything to the contrary in any such term. Any such term(s)will be excluded from the Contract).

3. **THE GOODS**

3.1 The Supplier will be entitled at any time, without the Customer's approval, to:

3.1.1 vary the design, finish or Specification of Goods and/or their packaging; and/or

3.1.2 substitute any materials or parts which are used in Goods and which are unavailable for any reason with

alternative materials or parts, and the Supplier will use reasonable endeavours to give the Customer prior written notice of any such variation or substitution.

3.2 With the exception of the Specification, all samples, drawings, descriptive and illustrative matter and advertising issued or published by the Supplier (or the manufacturer of the Goods) are for the sole purpose of giving an approximate idea of the relevant Goods.

3.3 The Contract is not a sale by sample.

4. DELIVERY

4.1 Unless otherwise specified in the Order Acknowledgement, the Goods will be Delivered Ex Works (as such term is defined in Incoterms 2020) at the location specified in the Order Acknowledgement. Delivery of the Goods will be deemed to occur when the Supplier completes its Delivery obligations under that Incoterm or as otherwise set out in the Order Acknowledgement.

4.2 The Supplier will use reasonable endeavours to Deliver the Goods on the estimated date set out in the Order Acknowledgement, but time for Delivery of the Goods will not be of the essence of the Contract. Any Delivery dates given by the Supplier are estimates only.

4.3 If the Goods have not been Delivered under Condition 4.1 within 20 Business Days from and including the estimated Delivery date set out in the Order Acknowledgement, the Customer will notify the Supplier in writing and, if the Supplier fails to Deliver the Goods within a further 20 Business Days of the Customer's written notice, the Supplier will refund to the Customer any monies which the Customer has already paid to the Supplier under the Contract for the Goods. Subject to Condition 10.4, the Supplier's sole Liability for its failure to Deliver the Goods will be limited to the refund of any monies already paid by the Customer to the Supplier under the Contract for those Goods. The Customer will not otherwise be entitled to cancel the Contract or to reject any Goods by reason of a delay in Delivery or failure to Deliver.

4.4 If Delivery occurs but the Customer fails to accept delivery of, or to collect, the Goods, the Supplier will be entitled to:

4.4.1 store or arrange for storage of the Goods until the Customer accepts delivery of them or they are disposed of under Condition 4.4.2 (as applicable) and to take such action as it considers necessary to attempt to re-deliver the Goods to the address specified in the Order Acknowledgement;

4.4.2 treat the Contract as repudiated by the Customer and dispose of the Goods in any way it sees fit, including by sale to another person. If the Supplier sells any of the Goods under this Condition 4.4.2 at a price which is less than the relevant Price plus any relevant packaging, insurance, carriage and delivery costs, the Supplier will be entitled to charge the Customer for the shortfall; and

4.4.3 charge the Customer for all costs and expenses which the Supplier incurs under Conditions 4.4.1 and 4.4.2.

4.5 The Customer will ensure that any Goods and/or Services that the Customer purchases or receives from the Supplier under the Contract will not be received, imported, exported, re-exported, transferred, sold or used except in compliance with (i) all Applicable Laws, regulations, orders and requirements relating to import, export control and sanctions, as they may be amended from time to time, including without limitation those of the United States of America, the European Union, the United Kingdom, and the jurisdictions in which the Customer and the Supplier are established, conduct business or from which the Goods and/or Services may be supplied; and (ii) the requirements of any licences, authorisations or licence exceptions relating to the receipt, import, export, re-export, transfer use or sale of the Goods and/or Services.

5. INSPECTION AND ACCEPTANCE

5.1 The Customer will inspect the Goods on Delivery and will within 10 Business Days from and including the date of Delivery give written notice to the Supplier of any breach of the warranty in Condition 8.1 in relation to those Goods.

5.2 If the Customer does not give notice to the Supplier under Condition 5.1 in respect of the Goods, the Customer will be deemed to have accepted the Goods on expiry of the 10 Business Day period from and including the date of Delivery.

6. PASSING OF RISK AND RETENTION OF TITLE

6.1 Risk of damage to or loss of the Goods will pass to the Customer on Delivery.

6.2 Subject to Conditions 6.3 and 6.4, legal and beneficial ownership of the Goods will not pass to the Customer until the Supplier has received in full in cleared funds:

6.2.1 all sums due to it in respect of the Goods; and

6.2.2 all other sums which are or which become due to the Supplier from the Customer on any account whatsoever.

6.3 The Customer may resell the Goods in the ordinary course of its business provided the Supplier has received payment in full for those Goods in which case the Customer does so as principal and not as the Supplier's agent.

6.4 The Supplier may, by giving written notice to the Customer, pass legal and beneficial ownership of the Goods (or any of them) to the Customer at any time before such ownership would otherwise have passed to the Customer.

6.5 Until ownership of the Goods has passed to the Customer, the Customer will:

6.5.1 hold the Goods on trust for the Supplier;

6.5.2 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.5.3 maintain the Goods in satisfactory condition;

6.5.4 keep the Goods insured for their full price against damage or loss on an "all risks" basis; and

6.5.5 store the Goods (at no cost to the Supplier) separately from all other goods of the Customer or of any third Party in such a way that they remain readily identifiable as the Supplier's property.

6.6 The Customer's right to possession, use and resale of the Goods will terminate immediately if, before ownership of the Goods passes to the Customer in accordance with Conditions 6.2, 6.3 or 6.4:

6.6.1 the Customer becomes Insolvent;

6.6.2 the Supplier gives the Customer written notice that it has any reasonable concerns regarding the financial standing of the Customer;

6.6.3 the Customer fails to pay any sum due to the Supplier under the Contract on or before the due date;

6.6.4 the Customer encumbers or in any way charges any of the Goods; or

6.6.5 the Contract expires or terminates for any reason.

6.7 If the Goods are Delivered to the Customer but the Customer has not paid the Prices and Charges to the Supplier by the due date for payment, the Supplier will be entitled to:

6.7.1 recover payment for the Goods (including by way of an action for the price); and/or

6.7.2 recover and resell the Goods (as Supplier chooses).

6.8 The Customer grants, and will procure that the owner of any third party premises grants, the Supplier, its agents, employees and subcontractors 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 Customer's right to possession, use and resale has terminated, to recover them.

6.9 Where the Supplier is unable to determine whether any goods are the Goods in respect of which the Customer's right to possession, use and resale has terminated, the Supplier will be deemed to have sold all goods of the kind sold by the Supplier to the Customer in the order in which they were invoiced to the Customer. For the purposes of recovering the Goods, the Supplier may, if necessary, detach or remove the Goods from any other goods, notwithstanding that ownership of any of the Goods may not have passed from the Supplier, and without prejudice to any other right of the Supplier.

6.10 If the Customer's right to possession, use and resale of the Goods terminates in accordance with Condition 6.6, where the Supplier has issued an invoice for such Goods, the Supplier will be entitled to issue the Customer with a credit note for all or any part of the price of the Goods in that invoice together with value added tax thereon so that the Customer will not pay for such Goods and the Supplier will retain ownership of such Goods.

6.11 The Supplier's rights contained in this Condition 6 will survive expiry or termination of the Contract however arising.

7. PRICE AND PAYMENT

7.1 The Customer will pay the Prices and Charges to the Supplier in accordance with this Condition 7.

7.2 Depending on the method of Delivery and where set out in the Order Acknowledgement, the Prices and Charges may be exclusive of packaging, insurance, carriage and delivery costs and Expenses and, in such case, these may be payable by the Customer in addition to the Prices and Charges.

7.3 Any sum payable under the Contract is exclusive of VAT (and any other similar or equivalent taxes, duties, fees and levies imposed from time to time by any government or other authority) which will be payable in addition to that sum in the manner and at the rate prescribed by law from time to time.

7.4 The Supplier will be entitled to vary the Prices and/or Charges at any time by giving written notice to the Customer to reflect any variation in the cost of supplying the Goods and/or Services which arises as a consequence of: (i) any change in Applicable Laws; (ii) any factor beyond the Supplier's reasonable control, including foreign exchange fluctuations, increases in taxes and duties, and any increase in the Supplier's costs of labour, materials, energy, freight or other manufacturing or supply costs; (iii) any variation in the Customer's requirements for the Goods and/or Services; (iv) any information provided by the Customer being inaccurate or incomplete; or (v) any failure or delay by the Customer in providing information.

7.5 Unless otherwise notified to the Customer by the Supplier (for example where the Supplier has notified the Customer that the Goods/Services require upfront payment or where the Supplier exercises its discretion to ask for upfront payment where the Supplier has concerns about the Customer's creditworthiness), the Supplier will invoice the Customer for the Prices for the Goods and any packaging, insurance, carriage and delivery costs payable by the Customer in addition to the Prices and the Charges and any Expenses payable by the Customer in addition to the Charges at any time on or after the issue of the Order Acknowledgement to the Customer.

7.6 Each invoice will be payable by the Customer within 30 days following the date of the Supplier's invoice. All payments will be made in pounds sterling (or such other currency as may be stated on the Supplier's invoice) in available cleared funds by electronic transfer to such bank account as the Supplier may nominate from time to time.

7.7 The time for payment is of the essence.

7.8 If any sum payable under the Contract is not paid on or before the due date for payment, the Supplier will be entitled to:

7.8.1 charge the Customer interest on that sum at the lesser of: (i) 4% per annum above the base lending rate from time to time of the Bank of England from the due date until the date of payment (whether before or after judgment), such interest to accrue on a daily basis; or (ii) the maximum interest rate allowed under Applicable Laws; or

7.8.2 terminate the Contract on written notice or suspend any further deliveries to the Customer (whether under the Contract or any other contract).

7.9 The Customer will also reimburse the Supplier on demand for all costs incurred by the Supplier in collecting any late payment, including reasonable legal fees.

7.10 If the Customer becomes Insolvent all invoices issued by the Supplier will immediately become due and payable.

7.11 Save as otherwise expressly provided in these Conditions or required by law, all payments to be made by the Customer to the Supplier under the Contract will be made in full and free and clear of, and without any set-off or deduction or withholding for or on account of, any withholding taxes or other taxes, assessments, excises, imposts, currency control restrictions, governmental charges or duties (**Deductions**). The Customer will be responsible for the payment of all Deductions and, to the extent that the Customer is required by law to make any Deduction, the Customer will increase the sum payable so as to ensure that the Supplier receives the amount it would have received but for that Deduction.

7.12 Following expiry or termination of the Contract:

7.12.1 the Supplier will be entitled to invoice all Prices and Charges and any packaging, insurance, carriage and delivery costs and Expenses incurred which have not yet been invoiced; and

7.12.2 all invoices (including any invoices issued under Condition 7.11.1) will become immediately due and payable by the Customer.

8. SUPPLIER WARRANTY

8.1 The Supplier warrants to the Customer that for a period of 12 months from the date of Delivery, the Goods will, subject to Condition 5.1, conform to the Specification in all material respects.

8.2 If, at any time during the Warranty Period, the Customer becomes aware of a breach of the warranty at Condition 8.1, the Customer will:

8.2.1 give written notice of the breach to the Supplier, such notice to be given within 5 days after the Customer becomes aware of the breach and prior to expiry of the Warranty Period;

8.2.2 at the Supplier's option either return to the Supplier (at the Customer's cost) the relevant Goods or permit the Supplier or its agent or subcontractor to inspect it at the Customer's premises; and

8.2.3 provide to the Supplier all information and assistance which the Supplier may reasonably require to investigate the alleged breach.

8.3 Subject to Condition 10.4, the Supplier's only Liability for breach of the warranty at Condition 8.1 will be, at the Supplier's option, to repair or replace the relevant Goods.

8.4 The Customer's only remedy for breach of the obligation at Condition 8.3 will be in damages.

8.5 Subject to Condition 10.4, the Supplier will not have any Liability for a breach of the warranty at Condition 8.1 if:

8.5.1 the Customer does not comply with its obligations at Condition 8.2 in respect of the breach;

8.5.2 notice of the breach should have been but was not given to the Supplier under Condition 5.1;

8.5.3 the relevant defect was caused by damage in transit after Delivery;

8.5.4 the relevant defect was caused by fair wear and tear;

8.5.5 the relevant defect was caused or exacerbated by improper use, handling, alteration, installation, repair, maintenance, storage or failure to comply with instructions provided by the Supplier or the manufacturer; or

8.5.6 the Customer makes further use of the relevant Goods after discovering the relevant breach.

The warranty under Condition 8.1 will apply to any Goods which are repaired or replaced under Condition 8.3 for the remainder of the original Warranty Period.

8.6 Subject to Condition 10.4, the Supplier does not warrant that the Goods will meet the Customer's requirements and to the extent permitted by Applicable Laws, expressly disclaims all warranties, conditions and other terms implied by law (whether by statute, common law or otherwise, including merchantability, satisfactory quality, title, non-infringement, non-interference and fitness for a particular purpose).

9. SERVICES

9.1 The Supplier warrants to the Customer that it will provide the Services with reasonable care and skill.

9.2 The Supplier will use reasonable endeavours to provide the Services on the estimated performance date set out in the Order Acknowledgement, but time for provision of the Services will not be of the essence of the Contract. Any performance dates given by the Supplier are estimates only.

10. EXCLUSIONS AND LIMITATIONS OF LIABILITY

10.1 Subject to Condition 10.4, the Supplier's entire Liability for any non-delivery of Goods or failure to deliver the Goods in accordance with the timescales set out or referred to in the Contract will be as set out in Condition 4.3 and the Supplier will have no other Liability for any such non-delivery or failure to deliver. Such Liability will be subject to Condition 10.2 and will be taken into account in calculating whether the financial limit in Condition 10.2 has been reached.

10.2 Subject to Condition 10.4 , the Supplier's maximum aggregate Liability in connection with the Contract in contract, tort (including negligence and breach of statutory duty) or otherwise will be limited to a sum that is equal to 50% of the Price and Charges payable under the Contract under which the Liability arises.

10.3 The Supplier will have no Liability to the Customer in contract, tort (including negligence and breach of statutory duty) or otherwise for any of the following:

10.3.1 loss of profit (whether direct, indirect or consequential);

10.3.2 loss of use, loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);

10.3.3 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);

10.3.4 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);

10.3.5 loss of bargain (whether direct, indirect or consequential);

10.3.6 Liability of the Customer to third parties (whether direct, indirect or consequential);

10.3.7 loss of use or value of any data or software (whether direct, indirect or consequential);

10.3.8 wasted management, operational or other time (whether direct, indirect or consequential);

10.3.9 loss or damage arising out of any failure by the Customer to keep full and up to date security copies of any computer program and data held or used by or on behalf of the Customer (whether direct, indirect or consequential); or

10.3.10 indirect, consequential or special loss,

subject always to Condition 10.4.

10.4 Nothing in the Contract will operate to exclude or restrict one Party's Liability (if any) to the other:

10.4.1 for death or personal injury resulting from its negligence or the negligence of a person for whom it is vicariously liable;

10.4.2 for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable;

10.4.3 for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its Liability; or

10.4.4 Customer's payment obligations under the Contract.

10.5 Nothing in this Condition 10 will prevent or restrict the right of a Party to seek injunctive relief or specific performance or other discretionary remedies of the court.

10.6 The exclusions from, and limitations of, Liability set out in this Condition 10 will be considered severally. The invalidity or unenforceability of any one sub-clause or clause will not affect the validity or enforceability of any other sub-clause or clause and will be considered severable from each other.

10.7 Each of the Supplier's employees, agents and sub-contractors will be entitled to enforce all the terms of this Condition 10 subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of the Contract. Accordingly and for the avoidance of doubt the financial limits on Liability set out in Condition 10 are the maximum Liability of the Supplier, its employees, agents and sub-contractors in aggregate.

11. INTELLECTUAL PROPERTY

11.1 Nothing in the Contract will operate to transfer to the Customer or to grant to the Customer any licence or other right to use any of the Supplier's Intellectual Property Rights, save that the Customer may use the Supplier's Intellectual Property Rights in the Goods and Services solely to the extent necessary to use the Goods and Services for the purpose for which they were supplied. The Supplier's Intellectual Property Rights constitute Confidential Information of the Supplier for the purposes of Condition 15.

12. CUSTOMER OBLIGATIONS

12.1 The Customer will:

12.1.1 provide the Supplier with all such information, documents and assistance as the Supplier may reasonably require from time to time to perform its obligations or to exercise any of its rights under the Contract;

12.1.2 comply with all Applicable Laws in connection with the Goods and its use of the Goods;

12.1.3 notify the Supplier within 24 hours of:

12.1.3.1 any discussions, negotiations or proposals with or to any one or more of the Customer's creditors in relation to any composition, compromise, arrangement or scheme of arrangement of debt or debts owed to any such creditor; or

12.1.3.2 any discussions, negotiations or proposals with any person in relation to the insolvency of the Customer;

12.1.4 not re-package the Goods or remove or alter any trade marks, patent numbers, serial numbers or other

identifying marks on the Goods or their packaging or add any other trade marks, patent numbers, serial numbers or other identifying marks to the Goods or their packaging;

12.1.5 not alter or modify the Goods in any way;

12.1.6 comply with the Supplier's instructions in connection with any product recall initiated by the Supplier involving the Goods (or any of them);

12.1.7 where any Goods are electrical and electronic equipment (**EEE**), accept the financial obligations for the removal, collection, recovery, treatment and recycling of that EEE once it becomes waste, and for any replaced EEE provided to the Customer, in each case in accordance with the Waste Electrical and Electronic Equipment Regulations 2013 (or such other relevant analogous legislation).

12.2 **End-user Key Code register management;** Where the Goods form part of a trapped-key interlocking system, the Customer will provide the final end-user organisation and site or project details that are required by the Supplier when ordering and will promptly notify the Supplier of any later information or change in final destination. The Customer will ensure that the organisation responsible for the installed system maintains an accurate, current and controlled register of the key codes, corresponding locks and keys, their location and any spare or replacement keys, and controls the issue, custody and duplication of keys so as to avoid unintended interchangeability or defeat of the safety function. Where the final end-user details are not provided to the Supplier, the Customer will ensure that it, the relevant system integrator or the end user assumes responsibility for maintaining that register and for controlling key codes at the final site, and will communicate these requirements to any purchaser or end user to whom it supplies the Goods. The Supplier's record of codes supplied, including any information subsequently provided by the Customer, does not constitute a complete register of all keys and interlocks at the end-user site or forms any guarantee, ownership or liability of site-wide code uniqueness. The Customer will provide accurate code and site information when requesting spare or replacement keys and ensure their issue and use are controlled.

12.3 Notwithstanding any other term of the Contract, the Supplier will not be in breach of the Contract to the extent its failure to perform or delay or defect in performance of its obligations under the Contract arises as a result of:

12.3.1 any breach by the Customer of its obligations contained in the Contract;

12.3.2 the Supplier relying on any incomplete or inaccurate data provided by a third party; or

12.3.3 the Supplier complying with any instruction or request by the Customer or one of its employees.

12.4 The Customer will indemnify, defend and hold harmless the Supplier, each member of the Supplier's Group and their respective employees, officers and agents on demand from and against any and all claims, actions, liabilities, losses, damages, penalties, fines, costs and expenses (including legal and professional fees on a full indemnity basis) sustained or incurred by any of them arising out of or in connection with any breach by the Customer of: any Applicable Laws, or any of Conditions 4.5, 11, 12.1 or 15.

13. TERMINATION

13.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

13.1.1 the Customer commits a material breach of the Contract which cannot be remedied;

13.1.2 the Customer commits a material breach of the Contract which can be remedied but fails to remedy that breach within 14 days of a written notice setting out the breach and requiring it to be remedied being given by the Supplier;

13.1.3 the Supplier has reasonable cause to believe that the continued performance of the Contract is or would be in breach of Applicable Laws; or

13.1.4 the Supplier has reasonable cause to believe that Customer has breached or is likely to breach Condition 4.5.

13.2 A material breach can be remedied if the Party in breach can comply with the relevant obligation in all respects other than as to time of performance unless time of performance of such obligation is of the essence.

13.3 Condition 13.1 will not apply to any failure by the Customer to make any payment due to the Supplier under the Contract on or before the due date. Condition 7.8 will apply instead to any such failure.

13.4 The Supplier may terminate the Contract immediately by giving written notice to that effect to the Customer if the Customer becomes Insolvent.

13.5 Following expiry or termination of the Contract:

13.5.1 Conditions 1, 4.4, 6, 7, 8, 10, 12, 13.5, 13.6, 15, 20, 21 and 22 will continue in force, together with any other Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract; and

13.5.2 all other rights and obligations will immediately cease without prejudice to any rights, obligations, claims (including claims for damages for breach) and liabilities which have accrued prior to the date of expiry or termination.

13.6 Within 30 days after the date of expiry or termination of the Contract, on request by the Supplier, the Customer will return to the Supplier or destroy the Supplier's Confidential Information.

13.7 Without limiting its other rights or remedies, the Supplier may suspend the supply of Goods and/or Services under the Contract or under any other contract between the Customer and the Supplier in whole or in part and without Liability, by giving written notice to the Customer if:

13.7.1 the Customer's financial position deteriorates to such an extent as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;

13.7.2 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;

13.7.3 the Supplier reasonably believes that the Customer is about to become subject to any of the circumstances described in Conditions 13.7.1 or 13.7.2; or

13.7.4 the Supplier reasonably believes that the Customer has suffered, or is about to suffer, an event of the kind referred to in the definition of Insolvent.

14. FORCE MAJEURE

14.1 The Supplier will not be in breach of the Contract or otherwise liable to the Customer for any failure to perform or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event.

14.2 If a Force Majeure Event occurs the Supplier will as soon as reasonably practicable after becoming aware of the Force Majeure Event give written notice to the Customer that the Force Majeure Event has occurred; and

14.3 Subject to Condition 14.4, the Customer will not be in breach of the Contract or otherwise liable to the Supplier for any failure to perform or delay in performing its obligations under the Contract to the extent that this is due to a Force Majeure Event affecting the Supplier.

14.4 If the Supplier is affected by a Force Majeure Event the Customer will continue to pay the Supplier's invoices in accordance with Condition 7.6 in respect of any Goods and Services which the Supplier continues to supply notwithstanding the occurrence of the Force Majeure Event.

15. CONFIDENTIALITY

15.1 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 (**"Confidential Information"**) except as permitted by Condition 15.2.

15.2 Each Party may disclose the other Party's Confidential Information:

15.2.1 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 the 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 Condition 15; and

15.2.2 as may be required by Applicable Laws, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 Neither Party shall use any other Party's Confidential Information for any purpose (including the development or manufacture of any goods or services which compete with the Goods or Services) other than to exercise its rights and perform its obligations under or in connection with the Contract.

16. DATA PROTECTION

Each Party will comply with the Data Protection Laws applicable to it.

17. In the event the supplier processes personal data from the customer, how this is collected and used is detailed in the "Privacy Policy" which can be found at www.castell.com

18. Both Parties will comply with all applicable Anti-Slavery Laws in the UK.

19. ANTI-CORRUPTION

19.1 Each Party will comply with all Applicable Laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to:

19.1.1 local and national laws in the territories in which it operates;

19.1.2 the UK Bribery Act 2010;

19.1.3 the US Foreign Corrupt Practices Act 1977; and

19.1.4 the UN Convention Against Corruption;

19.1.5 in relation to the Supplier only, comply with the Supplier Group's code of conduct relating to bribery and corruption (as amended from time to time) found at www.halma.com.

20. ASSIGNMENT AND SUB-CONTRACTING

20.1 The Supplier will be entitled to assign, transfer, charge, hold on trust for any person and deal in any other manner with any of its rights under the Contract.

20.2 The Customer will not be entitled to assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under the Contract without the Supplier's prior written consent.

20.3 The Supplier will be entitled to sub-contract any of its obligations under the Contract.

20.4 The Customer will not be entitled to sub-contract any of its obligations under the Contract without the Supplier's prior written consent.

21. **NOTICE**

21.1 Subject to Condition 20.3, any notice given under or in connection with the Contract will be in the English language and:

21.1.1 sent to the relevant Party's address by pre-paid first class post, or airmail post or mail delivery service providing guaranteed next working day delivery and proof of delivery; or

21.1.2 delivered to or left at the relevant Party's address (but not, in either case, by one of the methods set out in Condition 20.1.1); or

21.1.3 sent by e-mail to that Party's e-mail address.

21.2 Any notice given in accordance with Condition 20.1 will be deemed to have been served if given:

21.2.1 by first class post or mail delivery service in each case as set out in Condition 20.1.1, at 9.00 a.m. on the second Business Day after the date of posting;

21.2.2 by airmail post as set out in Condition 20.1.1, at 9.00 a.m. on the tenth Business Day after the date of posting;

21.2.3 as set out in Condition 20.1.2, at the time the notice is delivered to or left at that Party's address; and

21.2.4 as set out in Condition 20.1.3, at the time of sending the e-mail,

provided that if a notice is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.

21.3 This Condition 20 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

21.4 Notwithstanding Condition 20.1.3, no notice of termination of the Contract or of breach of the Contract given by the Customer will be validly served if sent by e-mail.

22. **GENERAL**

22.1 The Contract constitutes the entire agreement between the Parties and supersedes any prior agreement or arrangement in respect of its subject matter and:

22.1.1 neither Party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other Party or any other person and whether made to the first Party or any other person) which is not expressly set out in the Contract;

22.1.2 the only remedies available for any misrepresentation or breach of any representation or statement which was made prior to entry into the Contract and which is expressly set out in the Contract will be for breach of contract; and

22.1.3 nothing in this Condition 21.1 will be interpreted or construed as limiting or excluding the Liability of any person for fraud or fraudulent misrepresentation.

22.2 A delay in exercising or failure to exercise a right or remedy under or in connection with the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the Party giving it and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

22.3 Subject to Clause 23, if any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, by the laws of England & Wales, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.

22.4 No variation to the Contract will be effective unless it is in writing and signed by a duly authorised representative on behalf of the Supplier.

22.5 Nothing in the Contract and no action taken by the Parties in connection with it or them will create a partnership or joint venture or relationship of employer and employee between the Parties or give either Party authority to act as the agent of or in the name of or on behalf of the other Party or to bind the other Party or to hold itself out as being entitled to do so.

22.6 Each Party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person. The Customer will be fully liable for any act or omission of its officers, employees, subcontractors, agents, consultants and other representatives as though it were an act or omission of the Customer under the terms of the Contract.

22.7 The Supplier's employees, agents and sub-contractors will be entitled to enforce Condition 10 subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of the Contract.

22.8 The Parties may vary or rescind the Contract without the consent of the Supplier's employees, agents or sub-contractors.

22.9 Save as provided in Conditions 12.3 and 21.7, the Parties do not intend that any term of the Contract will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person.

22.10 The Supplier's rights and remedies set out in these Conditions are in addition to and not exclusive of any rights and remedies provided by law.

23. **GOVERNING LAW AND JURISDICTION**

23.1 The Contract and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

23.2 The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with the Contract (including in relation to any non-contractual obligations).

23.3 The Supplier may seek specific performance, interim or final injunctive relief or any other relief of similar nature or effect in any court of competent jurisdiction.

23.4 Subject to Condition 22.3, each Party waives any objection to, and agrees to submit to, the exclusive jurisdiction of the courts of England and Wales.