subject to these Terms. Subject to any variation under condition 2.2 the Contract will be on these Terms to the exclusion of all other terms and conditions, including any terms or conditions which may be set out in any purchase order or similar document. A quotation or confirmation of order, specification or other document or which are implied by trade, custom, practice or course of dealing.

1.2. no order placed by the Customer shall be deemed to be accepted by the Company until the Company has sent a written confirmation of order to the Customer.  If the Company when a contract for the provision of Products and Services subject to these Terms will come into effect.

2. The Company will send the Customer a Quotation on the basis of the Customer Information.

2.1. Any technical data supplied to the Customer by the Company requires an export licence or other government approval and all other relevant details which relate to the Customer's requirements.

2.2. Any information supplied to the Customer by the Company shall be relied on the Customer Information in determining and selecting the appropriate Products and Services and preparing the Quotation.

2.3. The Customer shall be entitled to rely on the specification and any advice given by the Customer (in relation to the suitability of the Products and/or Services for meeting the Customer's requirements) to the extent that the Customer specified by the Company are not readily available by reason of any delay caused by the Customer Caused Event (including storage and insurance).

2.4. No orders which have been accepted by the Company may be cancelled by the Customer unless expressly agreed in writing and signed by an authorised representative of the Customer, in which case the Company will charge the Customer, in addition to any other costs and expenses, all additional costs and expenses incurred by the Company as a result of such cancellation.

3.3. The Customer will supply to the Company the Customer Information and any other relevant information which the Company may reasonably require, including any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

3.4. The Customer acknowledges that the Company shall rely on the Customer Information and any other relevant information which the Company may reasonably require, including any instructions of the Customer or failure of the Customer to give the Company adequate information or instructions.

3.5. The Company reserves the right, by giving notice to the Customer at any time before the delivery of the Products, to increase the price of such of the Products as have not been delivered to reflect any increase in the cost to the Company which is due to any factor beyond the Company's control (whether or not foreseeable). In any financial year, any increase in the cost to the Company will be effective and the Company shall be entitled to alter these Terms, with effect from the start of the Tests (or such longer period as the parties may agree), the Company cannot be held to have supplied in accordance with these Terms, without limitation, notwithstanding the Customer Information.

4.6. The Customer must give notice in writing of any damage to the Products within 7 days of delivery of the Products giving full particulars, including the date of delivery, the place of damage and the nature of the damage. The Company will not be liable to the Customer for any element of damage which is attributable to the Customer's negligence.

4.7. The Company has the right but not the obligation to amend the specification of the Products if required by any applicable statutory or regulatory requirements.

4.8. The Company reserves the right to alter these Terms for the benefit of any credit given by the Company to the Company by the amount necessary to leave the Company with an amount equal to the sum it would have received if no such withholdings or deductions had been made.

5.2. Unless otherwise specified the Price shall be exclusive of delivery, packaging, handling, packing, shipping, carriage, insurance, VAT and other sales tax, tariffs, taxes, charges and duties or other local, national government or European Union levies of which the amounts the Customer will have no effect unless expressly agreed in writing and signed by an authorised representative of the Company, the Company's request the Company may terminate the Contract without liability to the Customer immediately by giving written notice to the Customer.

5.4. The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of such of the Products as have not been delivered to reflect any increase in the cost to the Company which is due to any factor beyond the Company's control (whether or not foreseeable). In any financial year, any increase in the cost to the Company will be effective and the Company shall be entitled to alter these Terms, with effect from the start of the Tests (or such longer period as the parties may agree), the Company cannot be held to have supplied in accordance with these Terms, without limitation, notwithstanding the Customer Information.

5.5. The Company reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of such of the Products as have not been delivered to reflect any increase in the cost to the Company which is due to any factor beyond the Company's control (whether or not foreseeable). In any financial year, any increase in the cost to the Company will be effective and the Company shall be entitled to alter these Terms, with effect from the start of the Tests (or such longer period as the parties may agree), the Company cannot be held to have supplied in accordance with these Terms, without limitation, notwithstanding the Customer Information.

5.6. The time for payment shall be of the essence and no payment shall be deemed to be made until the Company has received payment in cleared funds.

5.7. If the Customer fails to pay the Company any sum due pursuant to the Contract by the due date, then without limiting the Company's remedies, the Company shall pay interest on the overdue amount at a rate of 4% a year above the Bank of England's base lending rate from time to time, but at 4% a year for any period when that base rate is below 0%. Any interest payable under this condition shall be paid immediately on demand by the Company.

5.8. The Company may immediately rescind the provision of the Products and/or Services or at its discretion request security for payment from the Customer in the event of late payment under the Contract or any other contract between the Company and the Customer.

5.9. The Company shall have the right to cancel any request made by the Company for security payment within 15 days of the date of the Company's request the Company may terminate the Contract without liability to the Customer immediately by giving written notice to the Customer.

6.1. Unless otherwise agreed in writing by the Company, delivery of the Products will take place at the Company's premises or such other location as is specified in the Quotation. The Company will use reasonable endeavours to give the Customer prior notice of any delivery date.

6.2. The Customer must take delivery at the time so notified or (if delivery takes place at the Customer's premises) in the time specified by the Company. If the Customer fails to so take delivery, then as soon as practicable and in any other location at which the Company has delivered the Products, or its any part of the Products are not readily available by reason of any default of the Customer, the Company shall enjoy the same rights and remedies as if there had been a breach of Contract by the Customer.

6.3. The Customer must take delivery at the time so notified or (if delivery takes place at the Customer's premises) in the time specified by the Company. If the Customer fails to so take delivery, then as soon as practicable and in any other location at which the Company has delivered the Products, or its any part of the Products are not readily available by reason of any default of the Customer, the Company shall enjoy the same rights and remedies as if there had been a breach of Contract by the Customer.

7.1. Where the Company has agreed in the Quotation to test the Products and/or Prototypes before delivery the following terms apply:

7.1.1. The Customer must provide the Company with all deliverable to the Company proposed user acceptance criteria and test data for the Acceptance Tests.

7.1.2. Prototypes before delivery the following terms apply:

7.1.3. If the Customer causes any delay in testing then the Company reserves the right to alter the specification of the Products and/or Services.

7.1.4. The Customer shall pay to the Company any additional costs and expenses incurred by the Company as a result of the remove any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The removal of such rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

8.1. The Company reserves the right to make partial deliveries. The Customer shall not be entitled to request partial delivery of the Products.

8.2. No payment shall be deemed to have been made in full until the Company has received payment in cleared funds.

8.3. The Customer must pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The removal of such rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

8.4. The Company reserves the right to make partial deliveries. The Customer shall not be entitled to request partial delivery of the Products.

8.5. Any dates specified by the Company for delivery of the Products are intended to be an estimate and time shall not be of the essence for delivery and any other obligations under the Contract are of the essence for delivery and any other obligations under the Contract are not of the essence for delivery.

8.6. The Company understands that delivery of Products is conditional upon the availability of any such amounts in whole or in part. The Customer shall pay the Company any additional costs and expenses incurred by the Company as a result of the removal of such rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

8.7. The Company reserves the right to make partial deliveries. The Customer shall not be entitled to request partial delivery of the Products.

8.8. The Company reserves the right to make partial deliveries. The Customer shall not be entitled to request partial delivery of the Products.

8.9. The Company reserves the right to make partial deliveries. The Customer shall not be entitled to request partial delivery of the Products.

9.1. The Customer must pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The removal of such rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

9.2. The Company reserves the right to make partial deliveries. The Customer shall not be entitled to request partial delivery of the Products.

9.3. The Customer must pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part. The removal of such rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

9.4. The Company reserves the right to make partial deliveries. The Customer shall not be entitled to request partial delivery of the Products.
Tests for the Products and/or Prototypes. These criteria and data shall be such as are reasonably required to show that the Products and/or Prototypes comply with their applicable specifications. The Company shall further assist the Customer in the preparation of such acceptance criteria, test data and in testing the Products and/or Prototypes to prepare such user acceptance criteria and test data at the Customer’s request. The parties shall use best endeavours to agree the Acceptance Tests for the Products and/or Prototypes within ten (10) days of the date of this contract. The Customer shall carry out the agreed Acceptance Tests for the Products and/or Prototypes unless the Company notifies the Customer that it will carry out the Acceptance Tests. The party carrying out the Acceptance Tests will give the other party at least twenty four (24) hours’ notice of the start of the Acceptance Tests and permit the other party to observe all or any part of the testing.

8.4. If the Products and/or Prototypes fail to pass the Acceptance Tests, the Customer shall pay the reasonable cost of the Company’s employees, agents or subcontractors, and shall not remove, adapt or otherwise tamper with any copyright notice, (b) the Customer shall not use the Software on any equipment other than the Products....

9.5. In circumstances where the Company has agreed to obtain any necessary import licences or permits required for the carrying out of the Services and operation of the Products at the Customer’s premises, the Customer will provide such consents or permissions required for the carrying out of the Services and operation of the Products at the Customer’s premises. The Company shall not be liable for any failure by the Customer to obtain such consents or permissions.

12.1. The Customer shall: (a) unless otherwise agreed in writing, prepare its premises for delivery of the Products and/or Services (including increasing the Price).

12.10. Unless otherwise agreed in writing by the Company, all Services to be performed at the Customer’s premises. The Company shall not be liable for any failure by the Customer to provide such access to the Customer’s premises, office accommodation and other facilities as reasonably required for the performance of the Services.
1. The Company shall be entitled to recover payment for the Products and Prototypes notwithstanding that ownership of any of the Products and Prototypes has not passed from the Company.

13. The Customer grants the Company, its agents and employees an irrevocable licence and power to enter upon the Customer's premises or any other premises where the Products or any part of them may be stored in order to inspect them, or where the Customer's right to possession has terminated, to recover them.

14. TERM AND TERMINATION

14.1. The Company may terminate the Contract immediately at any time by written notice if:

(a) the Customer commits a breach of any term of the Contract;

(b) the Customer fails to make any payment due to the Company under the Contract by the due date for payment;

(c) the Customer ceases trading or is unable to pay its debts as they fall due or a petition is presented or an order made for the winding up of the Customer or the Customer enters into liquidation, whether compulsorily or voluntarily, or compiles with its creditors generally or has a receiver appointed of any or all of its assets; or

(d) in the reasonable opinion of the Company, the Customer is, or is about to become, insolvent or unable to pay its debts as they fall due.

14.2. On termination, however it arises, the Customer shall pay to the Company all costs and expenses, including legal and other fees incurred and all arrears of charges or other sums due and payable.

14.3. If at any time the Products and/or Services part of any of the same become contrary to any statutory or regulatory requirement or any mandatory or non-mandatory embargo or the Company (as determined by the Company in its sole discretion) decides that it is no longer feasible to supply the Products or in condition 15.2;

15. WARRANTY

15.1. The Company shall use all reasonable care and skill to provide the Products and perform the Services in a professional and efficient manner.

15.2. The Company warrants that the Products and/or Services conform to their description and any applicable specification in all material respects.

15.3. Subject to condition 15.4 and 15.5, if:

(a) the Customer should not be entitled to a refund of the price of the Products or Services under condition 15.3 if in the Company's sole opinion, the defect arose as a result of the Customer's failure to follow the Customer Equipment installation instructions as to the storage, installation, commissioning, temperature, calibration, use or maintenance of the Products, (or if there are none) good trade practice; or

(b) the Customer's written instructions or advice which the Company is required to follow are not clear and unambiguous, the Company may, in its reasonable opinion, decide how to proceed.

15.4. The Company shall not be liable for a breach of the warranty contained in condition 15.2 if:

(a) the Customer makes any use of the Products in respect of which it has given written notice under Condition 15.3(a);

(b) the Company has notified the Customer that the Products or Services are not fit for purpose;

(c) the Customer fails to provide such information and access as may be reasonably requested by the Company to enable the Company to examine the Products and the corresponding data and documents and to repair or replace the Products.

15.5. Notwithstanding anything to the contrary, the warranty in condition 15.2 does not cover the replacement of consumables (including batteries, cables, fuses) or Products, or parts of the Products which are specified as having a limited life.

15.6. The Customer, the Company or any third party acting on behalf of the Customer who repairs or replaces the Products shall not be liable (whether under the warranty or otherwise) for any delay by the Customer or any third party in repairing or replacing Products covered by the warranty in condition 15.2.

15.7. In the event that the Company (or any third party acting on behalf of the Customer) does not automatically entitle the Company to reject other Products delivered to the Customer by the Company unless the Company knows that the other Products do not comply with the warranty set out in condition 15.2.

15.8. The Customer shall indemnify and hold the Company harmless against all claims, costs, expenses and liabilities incurred by the Company or its agents as a result of any work carried out pursuant to Condition 15.2 if in the Company's sole opinion, the defect arose as set out in condition 15.4.

16. LIMITATION OF LIABILITY

16.1. In this Condition 16 the following shall mean an “Event of Default”:

(a) any breach by the Company of its contractual obligations arising under the Contract (other than a breach arising from failure to perform or offer to perform within the warranty period given by the Company, or in connection with the Company's performance under the Contract (other than any act or omission which is fraudulent or dishonest)); or

(b) any failure by the Customer to provide any information, access, advice or instructions required by the Company in accordance with the Company's requirements and the Customer Information.

16.2. The Company shall not be liable for any Event of Default caused by:

(a) any act or omission of the Customer which is relative to its obligations under the Contract;

(b) any failures of any third parties to provide equipment, software, materials or information required to produce the Products and/or perform the Services; and/or

(c) any delay in payment or delivery of the Products and/or Services; or

(d) any loss or corruption of data or information; or (i) any special, indirect, consequential or pure economic loss, costs, charges or expenses even if such loss was reasonably foreseeable by the Company or the Customer had been aware of incurring the same;

16.3. The Company shall not have liability to the Customer in respect of any Event of Default shall be limited to the fee payable by the Customer for the Products or Service that is the subject of the Event of Default.

16.4. The Company's entire aggregate liability to the Customer in respect of any and all Events of Default shall be limited to the fee payable by the Customer in accordance with the Contract during the preceding twelve months.

16.5. If any advice provided to the Customer by the Company was provided free of charge by the Company, then such advice will have no liability of any kind from the Company and shall have no liability in relation thereto;

16.6. The Customer shall have no liability to the Company in respect of any Event of Default unless such Events of Default result from the Customer's failure to comply with the Customer Information or in supporting evidence of the event, matter or default which gives rise to the claim and an estimate of the amount claimed has been given to the Company within 12 months of the Customer becoming aware of the same and the Customer agrees that the remaining Events of Default which flow from the same defect shall not be regarded as giving rise to only one claim under these Terms.

16.7. The Customer shall not be liable for defects in Products caused by fair wear and tear, abnormal conditions of storage, of use or any act, neglect or default of the Customer or any servant, agent or sub-contractor of the Customer.

16.8. Notwithstanding any other provision under these Terms or otherwise each party's liability to the other for:

(a) death or personal injury resulting from its own or its employees', agents' or sub- contractors' negligence; and/or

(b) breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982 (dealing with the quality or condition of Products or Services);

(c) defective products under the Consumer Protection Act 1987 and/or

(d) in relation to any fraudulent misrepresentation or fraudulent acts of its employees.

16.9. Subject to condition 16.8, all warranties, conditions and terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract (including any warranties, conditions and terms implied by statute or common law).

16.10. Subject to condition 16.8 and except as expressly and specifically provided in the Contract, all Prototypes are provided to the Customer on an "as is" basis without any warranty whatsoever; and

16.11. The Customer assumes sole responsibility for any use made of the Prototypes.

17. INTELLECTUAL PROPERTY

17.1. All Background Intellectual Property shall remain the exclusive property of the party owning the same and the owner will have the sole and exclusive right to exploit the Background Intellectual Property.

17.2. The Customer shall notify the Company in writing of, and identify to the Company, any Background Intellectual Property that the Customer wishes the Company to use in connection with the Services and/or the Products.

17.3. The Customer acknowledges that subject to condition 17.1, any and all Intellectual Property Rights in or arising out of or in connection with the Services and the Products shall vest in the Company.

17.4. The Customer hereby assigns to the Company, with full title guarantee, all rights in and to any Foreground Intellectual Property for the full duration of such rights, wherever in the world enforceable and all materials embodying these rights to the fullest extent permitted by law, insofar as they do not vest automatically by operation of law or under the Contract, the Customer hereby acknowledges that the use of any Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on the Company obtaining a written licence from the relevant licensor on such terms as will entitle the Company to license such rights to the Customer.

17.5. For the avoidance of doubt other than as expressly agreed in writing nothing shall be interpreted as granting the Customer any rights in the Company's or any third party's
16.1. Where the Company is relying on laws of a member of the European Union or European Applicable Laws, the Customer shall deliver to the Company a written agreement incorporating terms which are substantially similar to the following:

(a) the use of the Deliverables and Proteotypes shall be solely for the Company's own internal business purposes; and/or (b) the customer shall not use the Deliverables and Proteotypes other than as specified in this condition 17 or in the Quotation without the prior written consent of the Company and the Customer; and/or (c) the Customer gives the Company general authorisation to appoint sub-processors of the type and for the duration and of the types of personal data (as the term personal data is defined in the Data Protection Legislation) processed by the Company on behalf of the Customer; and/or (d) the Customer shall not disclose any Personal Data to any third party other than to an employee of the Customer; and/or (e) the Customer shall, at all times, keep the Personal Data confidential; and/or (f) if the Customer processes any Personal Data to which the Company does not have access, the Customer shall be obliged to keep the Personal Data confidential; and/or (g) the Customer shall not disclose any Personal Data to any third party other than to an employee of the Customer; and/or (h) the Company may at its discretion either not appoint the subcontractor to process the corresponding Personal Data or any part thereof.

17.6. The Company shall not be liable for any breach of this condition 17 by a sub-processor into a written agreement incorporating terms which are substantially similar to the following:

(a) the use of the Deliverables and Proteotypes shall be solely for the Company's own internal business purposes; and/or (b) the Customer shall not use the Deliverables and Proteotypes other than as specified in this condition 17 or the Quotation without the prior written consent of the Company and the Customer; and/or (c) the Customer gives the Company general authorisation to appoint sub-processors of the type and for the duration and of the types of personal data (as the term personal data is defined in the Data Protection Legislation) processed by the Company on behalf of the Customer; and/or (d) the Customer shall not disclose any Personal Data to any third party other than to an employee of the Customer; and/or (e) the Customer shall, at all times, keep the Personal Data confidential; and/or (f) the Customer shall not disclose any Personal Data to any third party other than to an employee of the Customer; and/or (g) the Company may at its discretion either not appoint the subcontractor to process the corresponding Personal Data or any part thereof.

11.1. Subject to condition 17.7, the Company hereby grants to the Customer a non-exclusive, non-transferable licence to use the Deliverables and Proteotypes as follows:

(a) to the Customer shall be used only for the Company's own internal business purposes; and/or (b) the Customer may not use the Deliverables and Proteotypes other than as specified in this condition 17 or in the Quotation without the prior written consent of the Company and the Customer; and/or (c) the Customer shall not disclose any Personal Data to any third party other than to an employee of the Customer; and/or (d) the Customer shall, at all times, keep the Personal Data confidential; and/or (e) the Customer shall not disclose any Personal Data to any third party other than to an employee of the Customer; and/or (f) the Company may at its discretion either not appoint the subcontractor to process the corresponding Personal Data or any part thereof.

11.1. Subject to condition 17.7, the Company hereby grants to the Customer a non-exclusive, non-transferable licence to use the Deliverables and Proteotypes as follows:

(a) The Company may only make as many copies of the Deliverables as are expressly permitted by the Company. The Company shall take such steps to prevent unauthorised copying of any Deliverables or Proteotypes as it would take to protect its own similar things and materials of equivalent value and importance to the Deliverables and Proteotypes.

17.7. Except as expressly permitted in this condition 17 or otherwise agreed in writing by the Company the Customer has no right (and shall not permit any third party to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to any Deliverables or Proteotypes.

17.8. The Customer will permit the Company to inspect and have access to any premises, and to the computer equipment located there at, or on which the Deliverables and any Proteotypes are being kept or used, and any records kept pursuant to the licence granted in this condition 17, for the purpose of ensuring that the Customer is and agrees to the terms of this licence, provided that the Company provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.

18.1. Both parties shall treat Confidential Information obtained from the other as confidential and shall not without the prior written agreement of the other at any time hereafter (save as required by law or otherwise in order to protect or enforce either party's rights under this Agreement) disclose or convey the same or any part thereof to any third party (other than those of its officers, employees advisors and agents whose responsibilities require them to know the same) or use it for any purposes other than for the performance of the party's obligations under this Agreement, unless such information is in the public domain or is already known to the non-disclosing party otherwise than as a result of a breach of any duty of confidentiality owed in respect of such information).

19.1. Each party shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-money laundering rules, laws, regulations and any other relevant requirements, policies and procedures to ensure compliance with the Relevant Requirements.

19.2. Each party shall comply with all applicable anti-slavery and human trafficking laws, statutes and regulations, including the Modern Slavery Act 2015 (Modern Slavery Act), anti-bribery laws and any other relevant requirements, policies and procedures to ensure compliance with the Relevant Requirements.

20.1. Under this condition 20 references to Data Protection Legislation shall mean (i) unless and until the General Data Protection Regulation (EU) 2016/679 (GDPR) is no longer directly applicable in the UK, the GDPR and the Data Protection Act 2018 and any other national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK or any other member state of the EEA (GDPR) or the Data Protection Act 2018.

20.2. The Company will comply with all applicable requirements of the Data Protection Legislation. This condition 20 is in addition to, and does not relieve, remove or replace, both parties' obligations under the Data Protection Legislation.

20.3. The Company, which is the processor (as the terms controller and processor are defined in the Data Protection Legislation), the parties agree as follows:

(a) the Quotation sets out the scope, nature and purpose of processing by the Company, the duration of the processing and the types of personal data (as the term personal data is defined in the Data Protection Legislation) processed by the Company on behalf of the Customer (as the term data subject is defined in the Data Protection Legislation);

(b) the Customer will ensure that it has all necessary appropriate consents and notices in place for the controller of Personal Data to the Company for the duration and purposes of the Contract;

(c) the Customer gives the Company general authorisation to appoint sub-processors of Personal Data on its behalf.
24.12. 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.

24.13. 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 the Contract or its subject matter or formation.

Schedule 1

INTERPRETATION

1. In these Terms the following words have the following meanings:

“Acceptance Tests”: the tests of the Products and/or Prototypes after delivery to be agreed in accordance with Condition 8.1.

“Background Intellectual Property”: any Intellectual Property Rights that are used in the course of or in connection with the provision of the Services that were: (a) created and/or developed independently of the Contract; and/or (b) created and/or developed before the effective date of the Contract.

“Company”: the Gill group company named in the Quotation as the supplier of the Products and/or Services.

“Confidential Information”: all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its Representatives) to the other party and that party’s Representatives in connection with the Contract concerning (a) the existence and terms of the Contract; (b) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); (c) any information developed by the parties in the course of carrying out the Contract;

“Contract”: any Contract between the Company and the Customer for the sale and purchase of the Products and the Services, incorporating these Terms and formed in accordance with condition 2.5;

“Customer”: the person(s), firm or company who purchases the Products and Services from the Company;

“Customer Background Intellectual Property”: any Intellectual Property Rights that are used in the performance of the Services including those that were: (a) created and/or developed before the Contract; and/or (b) created and/or developed independently of the Contract; and/or (c) created and/or developed before the effective date of the Contract; and/or (d) created and/or developed before the Contract but acquired by the Customer;

“Customer Information”: all information that the Customer provides to the Company in relation to the Products and/or Services including all relevant details which relate to the Customer’s requirements for the provision of the Products and/or Services;

“Customer’s Representative”: any representative of the Customer;

“Deliverables”: any deliverables produced by the Company for the Customer in the performance of the Services in any form including reports, feasibility studies and including those deliverables set out in the Quotation;

“Foreground Intellectual Property”: any Intellectual Property Rights that arise or are obtained or developed by either party in the course of or in connection with the Services;

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

“Operating Manuals”: all operating manuals, specifications, risk assessment method statements and other manufacturer documentation relating to the Products;

“Price”: has the meaning specified in condition 5.1;

“Products”: collectively or individually the products agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them) as more particularly described in the Quotation but excluding any Prototypes;

“Prototypes”: any prototype products produced by the Company for the Customer in the performance of the Services including those prototype products set out in the Quotation;

“Quotation”: the proposal attached to these Terms containing details of the Products and the Services, delivery and Price;

“Services”: the development, engineering, consultancy and other services to be provided by the Company under the Contract as set out in the Quotation together with any other services which the Company provides or agrees to provide to the Customer;

“Software”: any software (including any firmware or graphical user interface) supplied to the Customer with or as part of the Products and Prototypes;

“Tests”: the pre-delivery tests referred to in condition 7.1(a);

“Warranty Period”: the period from the date of delivery of the Products and ending 12 months after the date of delivery of the Products, or such other period as may be specified in the Quotation;

2. In these Terms, the following rules apply: (a) Words in the singular include the plural and in the plural include the singular; (b) A reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality); (c) A reference to a statute or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; (d) Unless the context otherwise requires, the words including, include and in particular and words of similar effect shall not be deemed to limit the general effect of the words which precede them. (e) The headings in this Contract are for ease of reference only and shall not affect its construction or interpretation (f) A reference to writing or written includes faxes and e-mail.

3. In the case of any inconsistency between the Quotation and these Terms, these Terms will prevail.