

## PMJ-tec AG Terms & Conditions of Sale

The Customer's attention is drawn in particular to the provisions of clause 10.1.

### 1. General

- 1.1 These terms and conditions ("Conditions") shall apply to all Contracts between PMJ-tec AG ("PMJ-tec") and the Customer for the sale of Goods and/or supply of Services to the Customer by PMJ-tec, and are to the express exclusion of any other terms that the Customer seeks to impose or incorporate (under any purchase order, confirmation of order or otherwise), or which are implied by trade, custom, practice or course of dealing.
- 1.2 This Contract constitutes the entire agreement between the parties relating to its subject matter. The Customer acknowledges that it has not relied on any statement, promise, representation, advice, assurance or warranty made or given by or on behalf of the PMJ-tec which is not set out in writing in the Contract and signed by an authorised representative of PMJ-tec.
- 1.3 Any samples, drawings, descriptive matter, or advertising issued by the PMJ-tec and any descriptions, details or illustrations contained in PMJ-tec's catalogues or brochures are issued for the sole purpose of giving an approximate idea of the Goods or Services described in them. They shall not form part of the Contract nor have any contractual force.

### 2. Quotations & Orders

- 2.1 A quotation issued by PMJ-tec does not constitute an offer. A Quotation shall be valid for a period of twenty (20) Business Days from its date of issue (unless otherwise specified in writing by PMJ-tec).
- 2.2 Each Order made by the Customer constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the details of the Order and any applicable Amended Specification submitted by the Customer are complete and accurate.
- 2.3 No Order shall be binding on PMJ-tec until it has been accepted by PMJ-tec, at which point the Contract shall come into existence. Acceptance of the Order by PMJ-tec shall be deemed to occur upon PMJ-tec issuing an Order Confirmation or (if earlier) upon the earliest in time of PMJ-tec commencing manufacture of, ordering in or apportioning Goods or samples to the Customer's order, or commencing the performance of the Services or the dispatch of Goods to the Customer.
- 2.4 The quantity and type of Goods and/or Services ordered shall be as set out in the Order Confirmation (if there is one) or in the Order if there is no Order Confirmation. If there is any discrepancy between the Order and the Order Confirmation the Order Confirmation shall prevail. In the event that there is any discrepancy between the Order and the Order Confirmation the Customer shall be deemed to have accepted the Order Confirmation unless it has notified PMJ-tec of the discrepancy within 24 hours of the issue of the Order Confirmation.
- 2.5 Once accepted an Order may only be varied, suspended or cancelled with the express agreement in writing of PMJ-tec (such agreement to be in the absolute discretion of PMJ-tec).
- 2.6 Prior to PMJ-tec's acceptance of the Order the Customer shall provide to PMJ-tec full and accurate information, access, facilities and such other assistance as is necessary and/or relevant for the proper supply of the Goods and/or Services, and/or has been requested by PMJ-tec. It is the Customer's responsibility to ensure that all such information is complete and correct.

### 3. Goods & Services

- 3.1 The Goods and Services are generally described in PMJ-tec's catalogue, website and/or other documents. Such descriptions are subject to any changes which PMJ-tec may make from time to time. Unless otherwise agreed in writing by PMJ-tec no other specification, description or requirements shall apply to the Goods or Services.
- 3.2 If the Customer requires an Amended Specification the Customer accepts full responsibility for the Amended Specification and the relevant Goods and/or Services, and accepts that they are fit for purpose, accurately and fully meet the Customer's requirements, and comply with all relevant laws and regulations, and clause 8.7 shall apply.
- 3.3 PMJ-tec reserves the right to amend the specification of Goods and/or Services if required by or for the purposes of or to comply with any applicable statutory or regulatory requirements.
- 3.4 Services shall be performed in accordance with the details, dates and at the location (if any) specified in the Order Confirmation. Time shall not be of the essence.
- 3.5 All Intellectual Property Rights in (and relating to) the Goods and Services are owned by PMJ-tec and PMJ-tec shall own all Intellectual Property Rights created by PMJ-tec (or on its behalf) in the performance of the Contract or otherwise, including all Intellectual Property Rights relating to or in Goods and Services which have been supplied according to an Amended Specification.

### 4. Delivery

- 4.1 Unless otherwise stated on the Order Confirmation, Goods will be available for collection or delivered by a carrier service chosen by PMJ-tec. Deliveries made to the location specified in the Order Confirmation (**Delivery Location**).
- 4.2 Delivery of Goods shall take effect upon the earlier in time of when the Goods are loaded ready for dispatch or collection from PMJ-tec's premises. If delivered, the carrier's terms and conditions will apply (a copy is available upon request). The Customer agrees that PMJ-tec shall have no obligations under the Sections 32(2) and 32(3) of the Sale of Goods Act 1979.
- 4.3 Consignments of Goods will be accompanied by a delivery note showing the Order number, type and quantity of the Goods, special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.
- 4.4 If required by PMJ-tec, the Customer will return packaging materials to PMJ-tec and shall make any such packaging materials available for collection at such times as the PMJ-tec shall reasonably request. Returns of packaging materials shall be at the PMJ-tec's expense.

- 4.5 PMJ-tec may deliver the Goods by instalments. Any delay in delivery of or defect in an instalment shall not entitle the Customer to cancel any other instalment or to treat the Contract as a whole as repudiated.
- 4.6 Any stated delivery or collection dates are approximate only and the time of delivery is not "of the essence". PMJ-tec may deliver early. PMJ-tec has no liability for any delay in delivery that is caused by a Force Majeure Event or by the Customer's failure to provide PMJ-tec with adequate delivery instructions or other relevant instructions.
- 4.7 Upon any late, short or otherwise incorrect delivery, the Customer must provide written notice to PMJ-tec of the same within three (3) Business Days of delivery and upon such notice PMJ-tec will be afforded a period of ten (10) Business Days to remedy the same. PMJ-tec will have no liability for late, short or otherwise incorrect delivery if the Customer fails to provide such notice. Without prejudice to the foregoing, if PMJ-tec fails to remedy the defect, PMJ-tec's liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the Price of the Goods. In no event will PMJ-tec's liability exceed an amount equal to one hundred (100%) of the Order value.
- 4.8 If the Customer fails at the time of delivery to take delivery of Goods, fails to provide adequate delivery instructions prior to the Delivery Date, or fails to collect Goods within 2 Business Days of PMJ-tec notifying the Customer that the Goods are ready for collection then:
- a) delivery of the Goods shall be deemed to have been completed at 9:00 am on the next Business Day after the Delivery Date or after the date of notice that Goods are ready for collection; and
  - b) PMJ-tec may (at its sole discretion) store the Goods until delivery or collection takes place, and charge the Customer for all related costs and expenses (including insurance if obtained by PMJ-tec but with no obligation to do so).
- 4.9 If 3 Business Days after the Delivery Date the Customer has failed to collect or has not otherwise taken delivery of the Goods PMJ-tec may resell or otherwise dispose of part or all of the Goods at the best price readily obtainable and, after deducting reasonable storage and selling costs, account (provided the Customer has made full payment under this Contract) to the Customer for any excess over the Price of the Goods or charge the Customer for any shortfall below the Price of the Goods.
- 4.10 Deliveries which vary in quantity by up to 5.0% of the Order quantity (either by over or under delivery) shall be accepted by the Customer, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered, or upon notification from PMJ-tec.

## 5. Price

- 5.1 The Price shall be the price set out in the Order Confirmation, or, if no price is stipulated, the price set out in the PMJ-tec's published price list in force as at the date of delivery.
- 5.2 PMJ-tec may, by giving notice to the Customer at any time up to 2 Business Days before delivery, increase the Price to reflect any increase in the cost of the Goods that is due to:
- a) any factor beyond the PMJ-tec's reasonable control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing and/or delivery costs); or
  - b) any request by the Customer to change the Order which has been accepted by PMJ-tec;
  - c) any increase in cost incurred as a consequence of any delay caused by any instructions of the Customer or the failure by Customer to give PMJ-tec adequate or accurate information, instructions, access or other reasonably required assistance.
- 5.3 The Price is the price of the Goods and/or Services alone and is exclusive of all other costs and charges such as packaging, insurance, delivery, permissions, permits and/or duties (including import and export duties), which shall be paid by the Customer.
- 5.4 The Price and all other costs or expenses are exclusive of any applicable sales or transaction tax (VAT). The Customer shall, on receipt of a valid VAT invoice pay to PMJ-tec such additional amounts in respect of VAT.

## 6. Payment

- 6.1 Unless otherwise agreed in writing by PMJ-tec, the Customer must pay all invoices relating to the Contract in full and in cleared funds before the Delivery Date or within 15 days of invoice date whichever is the earliest in time. Time of payment is of the essence.
- 6.2 Payment shall be made in Pound Sterling to the bank account nominated in writing by the PMJ-tec.
- 6.3 PMJ-tec may at (in its absolute and sole discretion) offer credit accounts. The terms of such credit accounts shall be at the sole discretion of PMJ-tec and PMJ-tec shall be entitled to withdraw credit accounts (at its sole discretion) without providing reasons. Upon the withdrawal of a credit account all amounts owing to PMJ-tec by the Customer will become immediately due and payable.
- 6.4 PMJ may request references and/or make credit reference searches in respect of the Customer and any party affiliated or connected to the Customer.
- 6.5 If the Customer fails to make any payment on time (as specified in clause 6.1, or as otherwise agreed by PMJ-tec pursuant to clause 6.3) then PMJ-tec (regardless and without prejudice to its rights under 10.1) shall be entitled to: i) deduct outstanding sums from any payment(s) made by the Customer in respect of other contracts with PMJ-tec; ii) require the Customer to pay the costs of storage of Goods and any materials and/or tooling; iii) suspend any further deliveries to the Customer under this Contract and any other contract with the Customer until paid; iv) resell any Goods not yet delivered to the Customer; and/or v) retain any sums paid by the Customer as a deposit for the Goods and/or Services. The Customer shall pay interest on any overdue amount at the rate of 4.0% per annum above Barclays Bank PLC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 6.6 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). PMJ-tec may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the PMJ-tec to the Customer.

## 7. Title and risk

- 7.1 The risk in the Goods shall pass to the Customer at the point that delivery is effective as provided in clause 4.2. The Customer should arrange appropriate insurance from that point.
- 7.2 Title to the Goods shall not pass to the Customer until the earlier of:
- a) PMJ-tec receives payment in full (in cash or cleared funds) of all sums due in respect of this Contract, in which case title to the Goods shall pass at the time of payment of all such sums; or
  - b) if PMJ-tec has given express written permission to the Company to resell the Goods prior to full payment of all sums due under this Contract, title to the Goods shall pass to the Customer at the time specified in clause 7.4.
- 7.3 Until title to the Goods has passed to the Customer, the Customer shall:
- a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as PMJ-tec's property;
  - b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - c) maintain and protect the Goods so as to maintain and protect PMJ-tec's interest in the Goods and keep them insured against all risks for their full Price from the Delivery Date;
  - d) notify PMJ-tec immediately if the Customer becomes subject to any of the events listed in clause 10.1;
  - e) not use, deal with, pledge, and or allow any lien, charge or other interest to arise over the Goods;
  - f) give the PMJ-tec such information relating to the Goods as PMJ-tec may require from time to time.
- 7.4 Subject to clause 7.5, if expressly agreed in writing by PMJ-tec, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before PMJ-tec receives payment for the Goods. However, if the Customer resells the Goods before that time:
- a) it does so as principal and not as PMJ-tec's agent; and
  - b) title to the Goods shall pass from PMJ-tec to the Customer immediately before the time at which resale by the Customer occurs.
- 7.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 10.1, then, without limiting any other right or remedy PMJ-tec may have, any right granted by PMJ-tec to the Customer to resell the Goods or use them in the ordinary course of its business will cease immediately.
- 7.6 At any time prior to title in Goods passing to the Customer, PMJ-tec may require the Customer to deliver up all Goods and if the Customer fails to do so promptly PMJ-tec shall have the right to enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 7.7 The Customer grants to PMJ-tec and its agents an irrevocable licence to enter any premises where the Goods are stored to inspect and/or recover Goods as provided in this clause 7.

## 8. Quality

- 8.1 Subject to the terms set out in the Contract, PMJ-tec warrants that:
- a) at the time of delivery Goods will correspond in all material respects with the Specification (or Amended Specification if agreed PMJ-tec);
  - b) Services will be provided with reasonable skill and care;
  - c) for a period of three (3) months from delivery (**warranty period**) Goods (other than Goods with an Amended Specification which are not warrantied) shall:
    - i) be free from material defects in design, material and workmanship; and
    - ii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
    - iii) be fit for any purpose held out by the PMJ-tec.
- 8.2 Subject to clause 8.4, if there is a breach of the warranties given in clause 8.1 in respect of Goods and provided the Customer: i) during the warranty period and within 30 days of discovery gives written notice to PMJ-tec that some or all of the Goods do not comply with the warranties set out in clause 8.1, ii) allows PMJ-tec such reasonable facilities and opportunity to examine such Goods as PMJ-tec may request, and iii) if asked to do so by the PMJ-tec, returns such Goods to PMJ-tec's place of business at the Customer's cost, PMJ-tec shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 8.3 Subject to clause 8.4, if there is a breach of the warranty given in clause 8.1(b) in respect of Services and provided the Customer: i) gives notice in writing to PMJ-tec within five (5) Business Days of the provision of the Services that some or all of the Services did not conform with the warranty set out in clause 8.1(b) providing details of such claim, ii) affords PMJ-tec such reasonable facilities and opportunity to investigate such claim as PMJ-tec may request, and iii) provides such assistance, information and evidence as reasonably requested by PMJ-tec, PMJ-tec shall, at its option and where reasonably possible, re-perform the Services or give a credit to the account of the Customer up to a maximum amount of the Price paid by the Customer for the respective Services (or part thereof).
- 8.4 PMJ-tec shall not be liable for any failure of the Goods or Services to comply with (or otherwise any breach of) the warranties set out in clause 8.1 if:
- a) the Customer fails to comply with clause 8.2 or (as applicable) clause 8.3, or resells Goods or makes any further use of Goods and/or Services after giving notice in accordance with clause 8.2 or (as applicable) clause 8.3;
  - b) the defect arises because the Customer failed to follow PMJ-tec's oral or written instructions, including as to storage, commissioning, installation, use (including as to a hold or recall), maintenance of Goods and/or Services or (if there are none) good trade practice regarding the same;

- c) the defect in Goods and/or Services arose due to the action or omission of Customer (including, but not limited to, incorrect information, lack of cooperation, lack of access to facilities and incorrect data) or any breach by the Customer of this Contract;
  - d) the defect arises as a result of PMJ-tec following the Customer's instruction, drawing, design or Amended Specification;
  - e) the Customer alters or repairs such Goods without the written consent of the PMJ-tec;
  - f) the breach of warranty has been caused (in whole or part) by the use of the Goods or application of the Services other than for their intended purpose;
  - g) the breach of warranty has been caused (in whole or part) by the act or omission of any third party;
  - h) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
  - i) the Goods and/or Services differ from their description to ensure they comply with applicable statutory or regulatory requirements.
- 8.5 The warranty in clause 8.1 does not cover Goods, parts or equipment not manufactured by PMJ-tec.
- 8.6 PMJ-tec shall on request (and where available) transfer to the Customer the benefit of the manufacturer's and/or supplier's express warranties of fitness and performance of Goods where (and to the extent) that such benefit can be transferred to the Customer. The Customer shall indemnify PMJ-tec for all costs, liabilities and/or expenses arising in connection with such transfer and/or the enforcement of such warranties.
- 8.7 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.8 PMJ-tec shall have no liability if the Goods and/or Services conform to an Amended Specification or sample. The Customer fully indemnifies PMJ-tec against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the PMJ-tec in connection with any claim made against the PMJ-tec arising in connection with or as a consequence of the Amended Specification and/or the manufacture and/or supply of Goods and/or Services based on or in accordance with the Amended Specification (including, but not limited to, actual or alleged infringement of a third party's intellectual property rights). PMJ-tec shall not be responsible for ensuring that Goods and/or Services manufactured and/or supplied on the basis of or in accordance with the Amended Specification comply with any law, regulation or health or safety requirements.
- 8.9 These Conditions shall apply to any repaired or replacement Goods and/or Services supplied by the PMJ-tec.
- 8.10 This clause 8 sets out PMJ-tec's entire liability in respect of this Contract and the Goods and Services and all other warranties, terms and conditions (including those implied by the operation of law) are excluded to the extent permissible at law.
- 9. Recalls**
- 9.1 The customer shall comply with all reasonable instructions of PMJ-tec in relation to any product recall or hold relating to the goods or any corrective action reasonably taken by or on behalf of PMJ-tec in respect of the goods.
- 10. Termination and suspension**
- 10.1 Without limiting its other rights or remedies, PMJ-tec may terminate the Contract with immediate effect by giving the Customer written notice if:
- a) the Customer:
    - i) commits a material breach any of its obligations arising under the Contract;
    - ii) takes any step or action, or is subject to or threatened with any step or action, in connection with entering administration, provisional liquidation or any composition or arrangement with any or all of its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of court) having a receiver appointed to any of its assets or ceasing to carry on business, or any procedure analogous to any of the foregoing in any relevant jurisdiction;
    - iii) if the Customer is an individual, takes any step or action, or is subject to any threat or action, in respect of bankruptcy or any analogous procedure in any relevant jurisdiction or the Customer dies or becomes incapable (whether through illness or incapacity) of managing his or her own affairs;
    - iv) suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business or suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits to inability to pay its debts;
    - v) the holder of a floating charge (or any equivalent security interest) becomes entitled to appoint or has appointed an administrative receiver (or equivalent), or a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or such other process is levied or enforced on or sued against, the whole or any part of the Customer's assets; or
    - vi) the Customer's financial position deteriorates to such an extent that in PMJ-tec's opinion the Customer's capacity to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
  - b) if any expense or difficulty arises in respect of the manufacture, supply and/or other provision of the Goods and/or Services which was unforeseen by PMJ-tec at the time of entering into the Contract, or PMJ-tec reasonably anticipates that any such event is about to occur and notifies the Customer accordingly, and which cannot be resolved by agreement between PMJ-tec and the Customer.
- 10.2 Without limiting its other rights or remedies, PMJ-tec may suspend provision of the Goods and/or Services under the Contract or any other contract between the Customer and PMJ-tec if the Customer becomes subject to any of the events listed in clause 10.1 or PMJ-tec reasonably believes that the Customer is about to become subject to any of them.
- 10.3 On termination of the Contract for any reason the Customer shall immediately pay to PMJ-tec all of PMJ-tec's outstanding unpaid invoices and interest.
- 10.4 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations and liabilities that have accrued as at termination.

10.5 The following clauses shall survive the expiry or other termination of the Contract and shall continue in full force and effect: 1, 3.5, 6, 7, 8, 9, 10.3-10.5, 11 and 13.

#### 11. Limitation of liability

11.1 Nothing in these Conditions shall limit or exclude PMJ-tec's liability for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- b) fraud or fraudulent misrepresentation;
- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979;
- d) defective products under the Consumer Protection Act 1987; or
- e) any matter in respect of which it would be unlawful for the PMJ-tec to exclude or restrict liability.

11.2 Subject to clause 11.1:

- a) PMJ-tec shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of expected future business, damage to reputation or goodwill or any indirect or consequential loss or compensation arising under or in connection with the Contract; and
- b) PMJ-tec's total liability to the Customer in respect of all other losses arising under or in connection with the Contract (whether as a claim or series of claims), whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed one hundred percent (100%) of the Price paid for the Goods and/or Services.

#### 12. Force majeure

12.1 Neither party shall be in breach or liable for any failure or delay in performing its obligations (save for an obligation to make payment) under the Contract to the extent that such failure or delay is caused by events, circumstances or causes beyond its reasonable control (**Force Majeure**). If the period of delay or non-performance continues for a period of 45 days the party not affected may terminate this Contract upon ten (10) Business Days written notice to the other party.

#### 13. General

##### Notices.

- A) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
- B) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause A); if sent by pre-paid first class post or other next working day delivery service, at 9:00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
- C) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**Assignment** PMJ-tec may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the PMJ-tec.

**Severance** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**Waiver** A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**Confidentiality** The Parties will keep in confidence the details of this Contract and all matters arising out of this Contract, and all information relating to or belong to or obtained from the other party and will not disclose the same to any third party save for their own employees, contractors and advisers for the sole purpose of processing this Contract; save that the Parties may disclose the fact that a contract exists between them.

**Third party rights** A person who is not a party to the Contract shall not have any rights to enforce its terms.

**Variation** No variation of this Contract shall be effective unless it is in writing and signed by the PMJ-tec.

**Governing law & Jurisdiction** This Contract shall be governed by, and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract, save that, notwithstanding the foregoing, PMJ-tec shall have the right (in its absolute discretion) to take proceedings to enforce the Contract in any other court of competent jurisdiction.

#### 14. Definitions

In these Conditions and in the Contract, the following definitions apply:

**Amended Specification:** a specification which has been provided, changed or developed by or on the instructions of the Customer.

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

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

**Contract:** the contract between the PMJ-tec and the Customer for the sale and/or supply of the Goods and/or Services by PMJ-tec in accordance with these Conditions.

**Customer:** the person or firm who purchases the Goods and/or Services from the PMJ-tec.

**Delivery Date:** means the date specified in the Order Confirmation for delivery of the Goods or the performance of the Services (as appropriate) or if none is specified the day on which PMJ-tec notifies the Customer that the Goods are ready for delivery or collection or the Services are ready to be performed.

**Force Majeure Event:** has the meaning given in clause 12.1.

**Goods:** the goods (or any part of them) set out in the Order.

**Intellectual Property Rights:** means all intellectual property and/or industrial rights, including (but not limited to) patents, trade marks, registered designs, copyright, database rights, design rights (including (but not limited to) those existing in semiconductor topographies, computer hardware and/or software, case designs and spread sheets), moral rights, know-how, confidential information, and any similar rights anywhere in the world or any applications for any of the above, whether existing at the date of the Contract or created thereafter.

**Order:** the Customer's order for Goods and/or Services.

**Order Confirmation:** PMJ-tec's written acceptance of an Order.

**PMJ-tec:** PMJ-tec AG a company registered in Fribourg, Switzerland (number 50086/1975), whose office is at industriestrasse 34, CH-1791 Courtaman, Switzerland.

**Price:** the price to be paid by the Customer for the Goods and/or Services.

**Services:** the services (or any part of them) set out in the Order.

**Specification:** the specification for the Goods and/or Services provided by PMJ-tec.

In these Conditions and in the Contract: a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted and includes any subordinate legislation made under that statute or statutory provision; any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; a reference to "writing" or "written" includes emails; references to a "person" include any individual, company, corporation, firm, partnership, association, organisation, institution, trust or agency, whether or not having a separate legal personality; and words in the singular shall include the plural and in the masculine shall include the feminine and vice versa as the context admits or requires.