

All orders which are accepted, are accepted by The West Group Limited (company number **01273971**) with registered office address: 29 Aston Road, Waterlooville, Portsmouth, Hants, PO7 7XJ) and will be subject to these Conditions. Unless specifically agreed otherwise in writing, these Conditions (and the documents referred to in these Conditions) apply to the Contract to the exclusion of any other terms that Customer may seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1. INTERPRETATION

1.1. Definitions

In these Conditions, the following definitions shall apply:

“Bespoke Goods” shall mean any items which are not part of TWGL’s standard range of Goods and which have been manufactured or procured by TWGL to Customer’s specific order, design or specification, as contained within a Customer Specification or any Goods within TWGL’s standard range of Goods which have been customized to Customer’s specific requirements;
“Business Day” shall mean a day (other than a Saturday, Sunday or public holiday) when banks in the jurisdiction the parties are registered in, are open for business;

“Conditions” shall mean these terms and conditions of sale and any special terms and conditions agreed in writing between TWGL and Customer;

“Confidential Information” shall mean any information of a confidential nature concerning the business, affairs, customers, clients, or suppliers of a party or of any member of its group, including information relating to a party’s operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers;

“Contract” shall have the meaning given to it in clause 2.3;

“Customer” shall mean the person who or firm that purchases the Products or Services from TWGL;

“Customer Specification” shall mean a specification setting out Customer’s requirements for Bespoke Goods;

“Force Majeure Event” shall mean an event or circumstance the cause of which is beyond TWGL’s reasonable control, including but not limited to acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions and import or export restrictions, quota’s or prohibitions, breaking off of diplomatic relations, nuclear, chemical or biological contamination, sonic boom, maritime incidents and disruptions, including lost cargo and piracy, any law or any action taken by a government or public authority, including failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts or any non-performance by suppliers or subcontractors or interruption or failure of any utility service;

“Goods” shall mean the products described in TWGL’s brochures, associated documentation, from time to time and, where the context requires, the Goods ordered by and supplied to Customer;

“Intellectual Property Rights” shall mean any patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, any rights and all similar or equivalent rights or forms of protection that

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subsist now or will subsist in the future in any part of the world;

“**Order**” means Customer's order as described at clause 2.1;

“**Order Confirmation**” shall have the meaning given to it in clause 2.3;

“**Products**” shall mean Goods and Bespoke Goods;

“**Specification**” shall mean the standard documented details of any Goods which describe the products, materials, volumes and work required;

“**Services**” shall mean services such as consultancy, training related to Products and technical support, as agreed with Customer in accordance with clause 7.1;

“**Value Added Tax**” shall mean value added tax or similar sales tax chargeable in respect the supply of Products and Services;

“**Warranty Period**” shall mean the standard warranty period for the Products and Services provided for, by TWGL to Customer. For the avoidance of doubt, all warranty periods shall start upon the date of delivery in relation to the particular Product or the date of performance of the Services unless otherwise agreed in writing by TWGL.

1.2. Interpretation

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its successors and permitted assigns.

(c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

(d) Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to writing or written excludes fax and email.

2. ORDERS

- 2.1. An Order constitutes an offer by Customer to purchase Products or Services in accordance with these Conditions.
- 2.2. Customer is responsible for ensuring that the terms of any Order are complete and accurate.
- 2.3. An Order shall only be deemed to be accepted when TWGL issues an Order Confirmation, at which point a Contract shall come into existence between Customer and TWGL.
- 2.4. Any amendments required after an Order Confirmation has been issued shall only be made with TWGL prior written consent (at its absolute discretion). TWGL reserves the right to charge for any associated costs of such amendments.
- 2.5. Unless otherwise agreed in writing, any samples, drawings, or advertising produced by TWGL, and any illustrations contained in TWGL's catalogues or brochures, are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract between TWGL and Customer. TWGL shall be under no liability whatsoever for inaccuracies, changes or alterations in dimensions or measurements given.

3. GOODS AND BESPOKE GOODS

- 3.1. Goods are as described in TWGL's catalogue, (unless modified by any applicable Customer Specification agreed between the parties which shall result in such Goods being Bespoke Goods).
- 3.2. TWGL reserves the right to amend the Specification of the Goods if such changes do not materially affect the quality or functionality of the Goods or if required to ensure compliance with any applicable statutory or regulatory requirements.
- 3.3. Where TWGL supplies any Bespoke Goods to Customer then:
 - (a) the price for the supply of Bespoke Goods shall be as set out in TWGL's formal

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- quotation or otherwise advised to Customer by TWGL in writing;
- (b) TWGL shall manufacture the Bespoke Goods in all material respects in accordance with Customer Specification;
 - (c) Customer shall have full responsibility for ensuring the accuracy and completeness of Customer Specification;
 - (d) if appropriate, Customer shall provide any and all materials as required for the Bespoke Goods. TWGL shall not be liable for loss of, or damage to, any such materials during fabrication by TWGL or by any sub-contractor employed by TWGL or whilst on the premises of TWGL or of any such sub-contractor or in transit to or from the premises of TWGL or of any such sub-contractor. TWGL may at its sole discretion make a contribution towards the replacement costs of such materials.
 - (e) Customer shall indemnify TWGL and keep TWGL fully and effectively indemnified from and against all liabilities, costs, expenses, damages and losses and all interest, penalties and legal and other professional costs and expenses suffered or incurred by TWGL in connection with any claim made against TWGL by any third party for any actual or alleged infringement of that third party's Intellectual Property Rights arising out of or in connection with TWGL's use of Customer's Specification and the manufacture and/or supply of Bespoke Goods;
 - (f) if Customer wishes to amend Customer Specification, it shall notify TWGL in writing. TWGL will consider the requested change, including the practicalities of such requested change and the impact on the price and these Conditions and on timings for manufacture and delivery. TWGL shall only act in accordance with any amended Customer Specification if TWGL and Customer agree any such consequential amendments in writing;
 - (g) TWGL reserves the right to amend Customer Specification if such changes do not materially affect the quality or functionality of the Bespoke Goods or if required to ensure compliance with any applicable statutory or regulatory requirements;
 - (h) once an Order has been accepted by TWGL for the supply of Bespoke Goods there is no right of cancellation and Customer shall remain liable for the full price of the Bespoke Goods notwithstanding any purported cancellation by Customer.
- #### 4. DELIVERY OF GOODS
- 4.1. Customer shall ensure that it provides full and accurate delivery instructions to TWGL, along with any other instructions which are relevant to the delivery of the Products.
 - 4.2. TWGL may deliver the Products by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle Customer to cancel any other instalment.
 - 4.3. Delivery terms (including any applicable Incoterm) which will apply shall be set out in the Order Confirmation. Where TWGL is arranging delivery and/or shipping, unless otherwise agreed in writing, shipment shall be made by a carrier of TWGL's choice. If no specific delivery terms are set out in an Order Confirmation, the Incoterm (Incoterms 2020) shall be Ex Works.
 - 4.4. TWGL's Order Confirmation will set out an estimated date for delivery or shipment (in the case of export sales) and whilst TWGL will make reasonable efforts to meet the delivery date, no guarantee of the delivery date is given and time for delivery shall not be of the essence.
- #### 5. NON-DELIVERY
- 5.1. Delays in the delivery of an Order shall not entitle Customer to:
 - (a) refuse to take delivery of the Order;
 - (b) claim damages; or

- (c) terminate an Order, subject always to Customer's rights of termination under these Conditions.

TWGL shall have no liability for any failure or delay in delivering an Order to the extent that any such failure or delay is caused by Customer's failure to comply with its obligations under these Conditions.

5.2. If Customer fails to take delivery of an Order, then, except where that failure or delay is caused by TWGL's failure to comply with its obligations under this Contract or a Force Majeure Event:

- (a) delivery of the Order shall be deemed to have been completed at 9.00 am on the estimated delivery date;
- (b) TWGL shall store the Order until Customer takes possession of the Order, and charge Customer for all storage and related costs and expenses (including insurance) or;
- (c) TWGL may resell the Products and charge Customer for any shortfall below the price payable by Customer for the Products and, in addition, may charge Customer for any reasonable storage and selling costs incurred by TWGL.

5.3. Written notification of non-delivery of Products must be given within 5 days of the estimated delivery date.

6. ACCEPTANCE AND RETURNS

6.1. Customer may reject any Products delivered to it that do not comply with clause 10.1, provided that a notice of rejection is given to TWGL:

- (a) in the case of a defect that is apparent on normal visual inspection, within 5 working days of delivery; and
- (b) in the case of a latent defect, as soon as reasonably practicable following the latent defect becoming apparent.

6.2. TWGL shall not be liable for a Product's failure to comply with the warranty set out in clause 10 in any of the following circumstances:

- (a) Customer makes any further use of the Products after giving notice in accordance with this clause 6;

- (b) the defect arises because Customer or any other third party failed to follow TWGL's instructions;

- (c) the defect arises as a result of TWGL following any Customer Specification;

- (d) Customer or any third party alters or repairs the Products without the prior written consent of TWGL;

- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;

- (f) the defect arises as a result of defects or failures of products or systems into which the Products are incorporated;

- (g) the defect arises as a result of the Product being incorporated or combined with a third party's product or system;

- (h) the Products differ from their description or an agreed Customer Specification as a result of TWGL making changes to ensure compliance with applicable statutory or regulatory requirements.

6.3. If Customer rejects any Products under these Conditions, TWGL shall at its option and as Customer's sole remedy either repair or replace the Products. Once TWGL has complied with Customer's request, it shall have no further liability to Customer for the rejected Products' failure to comply with clause 10.

6.4. Returns are accepted only if TWGL gives its prior written consent (at its sole discretion). Unless otherwise agreed, If TWGL gives such consent, such returns must be sent to TWGL freight pre-paid (DDP, Incoterms 2020) and any other costs and Goods must be in an unused and undamaged condition and accompanied by relevant invoice details.

6.5. All returns are made at Customer's own risk and will be subject to a handling charge of an amount equal to fifteen percent (15%) based on the price charged to Customer as a reflection of TWGL's handling and re-stocking costs.

6.6. Where Products supplied by TWGL have been supplied for clean room use or sterile packaging, these will not be accepted for return once used, even if the Goods prove to be defective. Instead the Goods must be disposed of by the Customer.

7. SERVICES

- 7.1. Unless agreed otherwise in writing, where TWGL provides any Services, the scope of those Services shall be set out in TWGL's Order Confirmation and TWGL shall supply the Services to Customer in all material respects in accordance with any Specification for the Services agreed in writing between TWGL and Customer. TWGL shall use reasonable efforts to perform the Services in accordance with timescales agreed in writing between TWGL and Customer but such performance dates shall be estimates only and time for performance of Services shall not be of the essence. Upon the issuing of an Order Confirmation for Services, a Contract shall come into force and no cancellation or amendments shall be permitted unless TWGL gives its prior written consent (at its absolute discretion). Any cancellations or amendments agreed to by TWGL will be on the basis that Customer pays such cancellation charges as TWGL notifies to Customer.
- 7.2. TWGL reserves the right to make changes to any agreed Services which do not materially affect the nature or quality of the Services or which are necessary to enable compliance with any applicable law or safety requirement.
- 7.3. Customer shall provide TWGL with all such information and materials as TWGL may reasonably require in order to supply the Services and shall ensure that such information is complete and accurate.
- 7.4. If TWGL's performance of the Services is prevented, hindered or delayed by any act or omission by Customer or its customers or failure by Customer or its customers to perform any relevant obligation, TWGL shall have the right to suspend performance of the Services until any such failure is remedied. TWGL shall not be liable for any costs or losses sustained or incurred by Customer or its customers arising directly or indirectly from any resulting failure or delay by TWGL. Customer shall indemnify TWGL and keep TWGL fully and effectively indemnified from and against any additional liabilities, costs and expenses incurred by TWGL as a result of

any act, omission or failure by Customer or its customers.

8. PRICE AND PAYMENT

- 8.1. The price shall be the price set out on TWGL's invoice and is exclusive of VAT where applicable, which shall be at the rate applicable on the date of TWGL's invoice. For the avoidance of doubt TWGL reserves the right to make changes to all documents (including invoices) issued to Customer for pricing errors, clerical errors or omissions upon written notice to Customer and prior to shipment. TWGL reserves the right to amend the price and payment terms by providing Customer with 14 days written notice.
- 8.2. TWGL shall be entitled to invoice Customer for each Order on or at any time after shipment. Customer shall pay invoices in full and in cleared funds by the invoice due date. Payment shall be made to the bank account nominated in writing by TWGL.
- 8.3. Interest on overdue invoices shall accrue from the date when payment becomes due, from day to day, until the date of payment at the rate of 5% per annum over the Bank of England's base rate. TWGL reserves the right to issue legal proceedings on the basis of late payment. All pre-action costs associated with late payment may be recovered from Customer by TWGL.
- 8.4. TWGL will apply a minimum order value of either £25.00 for domestic (UK) or £100.00 for overseas orders excluding VAT where applicable, and carriage.
- 8.5. Where a credit is issued, the Customer must use the credit issued by TWGL within twelve months from the date of issue. If credits are not used within the aforementioned, the value of these will be automatically null and void.
- 8.6. If Customer disputes any invoice, Customer shall immediately notify TWGL in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. TWGL shall provide all evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount shall

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be paid on the due date as set out in this clause 8.

- 8.7. Customer shall pay all amounts due to TWGL in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law).
- 8.8. TWGL may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by Customer against any amount payable by TWGL to Customer.

9. RISK AND TITLE IN GOODS

- 9.1. Products supplied by TWGL shall be at Customer's risk immediately on completion of shipment.
- 9.2. Legal title to all Products supplied by TWGL to Customer will continue to belong to TWGL until such time as Customer has paid for the Products in full, including VAT, and has also paid for all other Products and Services supplied by TWGL to Customer, in which case title to the Products shall pass at the time of payment of all such sums.
- 9.3. Until such time as property and title in any Products has passed, Customer shall:
- (a) hold the Products on a fiduciary basis as TWGL's bailee;
 - (b) store the Products so that they remain readily identifiable as TWGL's property and not remove, deface or obscure any identifying mark or packaging on or in relation to the Products;
 - (c) keep the Products in satisfactory condition and keep them insured against all risks for their full purchase price from the date of receipt; and
 - (d) notify TWGL if it becomes subject to any of the events listed in clauses 13(1)(a) to 13(1)(g).
- 9.4. If before title to the Products passes to Customer, Customer becomes subject to any of the events listed in clauses 13(1)(a) to 13(1)(g) inclusive then, without limiting any other right of remedy TWGL may have, TWGL may at any time:
- (a) require Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product, and

- (b) if Customer fails to do so promptly, enter any premises of Customer or of any third party where the Products are stored in order to recover them.

- (c) recover from Customer all costs including legal fees which have been occasioned in the repossession of Products.

9.5. Notwithstanding the foregoing, TWGL may, at its option, transfer title to any Products prior to receipt of payment for such Products.

9.6. Subject to clause 9.3, Customer may resell or use Products in the ordinary course of its business (but not otherwise) before TWGL receives payment for the Products. However, if Customer resells the Products before that time:

- (a) it does so as principal and not as TWGL's agent; and

- (b) title to those Products shall pass from TWGL to Customer immediately before the time at which resale by Customer occurs.

10. WARRANTIES AND LIABILITIES

10.1. Subject to the terms set out in these Conditions, TWGL warrants the Products to be free from material defects in material and workmanship for the Warranty Period.

10.2. TWGL warrants that Services will be provided using reasonable care and skill.

10.3. Unless specifically agreed otherwise in writing by TWGL, TWGL does not provide any other warranties representations, guarantees or other assurances, express or implied, with respect to the Products or Services, their marketability, quality or fitness for any particular use or purpose or compatibility with Customer or third party products or systems beyond those contained in clauses 10.1 and 10.2. Customer shall ensure that all such product information is provided to its customer and shall not provide any warranties to its customers beyond those set out in clause 10.1.

10.4. All terms which may otherwise be implied, whether by statute, common law or by custom and practice are hereby excluded to the fullest extent permitted by law.

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- 10.5. TWGL manufactures Products and supplies Services in accordance with English law. Although TWGL uses reasonable endeavours to ensure Products comply with applicable laws in the countries where it directly distributes the Products, Customer shall be and remain responsible for ensuring that Products and Services supplied to it comply with all applicable laws and regulations of the countries in which it is to be used and/or installed and/or resold.
- 10.6. If, in the course of the resale of Products, Customer carries out any installation services in relation to the Products, Customer shall ensure that it is competent to carry out such services. Customer carries out all such installation activities at its own risk and TWGL shall have no liability whatsoever (whether in tort (including negligence), contract, breach of statutory duty or otherwise) for any act or omission of Customer in carrying out any such installation services and Customer shall indemnify TWGL and keep TWGL fully and effectively indemnified from and against any such liabilities, claims, damages, costs and expenses which TWGL may suffer and incurred in relation to any installation services performed by Customer (or its sub-contractors).
- 10.7. Nothing in these Conditions shall limit or exclude TWGL's liability for:
- (a) death or personal injury caused by its negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) for any liability which cannot be limited or excluded by operation of law.

Subject to the foregoing provisions of this clause 10, TWGL's total liability to Customer with respect to Products and Services and whether arising in contract, tort (including negligence), breach of statutory duty or otherwise shall in no circumstances exceed an amount equal to one hundred percent (100%) of the price of the Products or Services in question.

- 10.8. TWGL shall under no circumstances whatsoever have any liability to Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, loss of business, increased costs,

loss of anticipated savings, failure by Customer to fulfil its obligations and duties to its customer or for any indirect or consequential losses arising under or in connection with the supply of Products and Services.

- 10.9. Customer shall enter into contracts with its customers and shall be solely responsible for fulfilling its contractual obligations to its customers and TWGL shall have no liability whatsoever to Customer, or its customer, as a result of Customer failing to perform its contractual obligations to its customer. Customer shall indemnify TWGL and keep TWGL fully and effectively indemnified from and against all damages, claims, losses, liabilities, costs and expenses suffered or incurred by TWGL as a consequence of any breach by Customer of its obligations to its customers.
- 10.10. Customer shall give such assistance as TWGL may request from time to time with respect to any recall of the Products.
- 10.11. Customer shall maintain appropriate, up-to-date and accurate records with respect to all Products which Customer has resold so as to enable the immediate recall of any Products. These records shall include records of deliveries to Customer's customers, including batch numbers, delivery date, name and address of Customer, telephone number and email address. Customer shall allow TWGL or its agents to inspect, audit and copy such records during normal business hours.

11. CONFIDENTIALITY

- 11.1. Each party undertakes that it shall not at any time during this Contract and for a period of two years after termination or expiry of this Contract disclose to any person any Confidential Information, except as permitted by clause 11.2.
- 11.2. Each party may disclose the other party's Confidential Information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract Each party

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shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 11.2; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3. Neither party shall use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

11.4. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in the Contract are granted to the other party, or to be implied from these Conditions.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Unless otherwise agreed in a separate agreement, any and all property, material, tooling used to manufacture the Products is owned by TWGL or its respective licensor.

12.2. Unless agreed otherwise in writing, the Intellectual Property Rights in the Products and Services (and all related documentation) are, and shall remain, the property of TWGL or its licensor and Customer is granted a nonexclusive worldwide license to use such Intellectual Property Rights solely for the purpose of enabling it to resell or utilise the Products and/or Services.

12.3. If TWGL gives Customer written consent to use its trademarks or name, Customer shall not:

(a) use any of TWGL's trademarks in any way which might prejudice their distinctiveness or validity or the goodwill of TWGL; and

(b) use any trademarks or trade names so resembling any trademark or trade names of TWGL as may be likely to cause confusion or deception.

12.4. Customer shall not modify, adapt, develop, create any derivative work, reverse engineer, decompile or disassemble the Products or carry

out any other act which is inconsistent with TWGL or its licensor's ownership of the Intellectual Property Rights.

12.5. Customer shall use all reasonable endeavours to prevent any infringement of TWGL's Intellectual Property Rights in the Products and Services and related documentation and shall promptly report to TWGL any such infringement that comes to its attention.

12.6. Customer shall ensure that all of the obligations in clause 12 are passed on in full to its customers, suppliers, subcontractors and end-users and shall indemnify TWGL and keep TWGL fully and effectively indemnified from and against all liabilities, losses, damages, costs and expenses suffered or incurred by TWGL as a result of any breach of the foregoing provisions of clause 12 (including as a result of any breach by its customers, suppliers, subcontractors and end-users).

13. TERMINATION

13.1. Without prejudice to any other rights it may have, TWGL may by written notice to Customer, immediately terminate any Contract between Customer and TWGL, suspend any further deliveries or Service provision to Customer, and recover from Customer all sums due from it under any Contract with TWGL (notwithstanding any period of credit which may have been agreed), together with any accrued interest and other costs, expenses and any losses caused to TWGL as a result of any termination, if:

(a) any payment due by Customer to TWGL is overdue in whole or in part,

(b) Customer commits a breach of any term of these Conditions and (if such a breach is remediable) fails to remedy that breach within 7 days of being notified in writing to do so,

(c) Customer repeatedly breaches any of the terms of these Conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Conditions;

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- (d) the other party takes or has taken against it (other than in relation to a solvent restructuring) any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 13.1(d);
- (e) the other party suspends or ceases, or threatens to suspend or cease, carrying on business;
- (f) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy; or
- (g) there is a change of control of the other party within the meaning of section 1124 of the Corporation Tax Act 2010.

13.2. On termination for any reason:

- (a) clauses which expressly or by implication survive termination shall continue in full force and effect following termination;
- (b) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall be unaffected, including the right to claim damages in respect of any breach of Contract which existed at or before the date of termination; and
- (c) Customer shall become liable to pay to TWGL any outstanding amounts due for any Services and/or Products which have been provided to date and remain unpaid for and which are subject to an outstanding Order.

13.3 TWGL may cancel this Contract at any time before the Goods are dispatched by giving written notice. TWGL shall not be liable for any loss or damage whatsoever arising from such cancellation.

14. FORCE MAJEURE

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Neither party shall be in breach of this Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 3 months, either party may terminate this Contract by giving 7 days written notice to the affected party.

15. DATA PROTECTION

If TWGL receives any personal data during the supply of Products or Services under these Conditions, such personal data shall be dealt with in accordance with TWGL's Privacy Policy, a copy of which is available on TWGL's website.

16. SEVERANCE & WAIVER

- 16.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 16.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.2. Any failure by TWGL to enforce any of its rights under these Conditions shall not be taken as a waiver of any of TWGL's rights including those in these Conditions.

17. GOVERNING LAW AND JURISDICTION

These Conditions, 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. 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.

18. NOTICES

- 18.1. All communications between the parties about the Contract or these Conditions must be in writing and delivered by hand or by pre-paid first class post or by email to its registered office or such other address as may be notified to the other party from time to time.
- 18.2. Communications shall be deemed to have been received:
- (a) if sent by first class pre-paid post, 4 days after posting (exclusive of the date of posting);
 - (b) if delivered by hand, on the day of delivery; and
 - (c) if sent by email on a working day prior to 4pm, at the time of transmission, and otherwise on the next working day provided that the sender can show satisfactory transmission to TWGL and receipt by TWGL.
- 18.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19. THIRD PARTY RIGHTS

These Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions and any Contract.

20. VARIATION

No variation of these Conditions shall be effective unless it is in writing and signed by the parties.

21. ENTIRE AGREEMENT

- 21.1. Save where TWGL's standard documents are referenced within these Conditions, these Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between TWGL and Customer, whether written or oral, relating to its subject matter.
- 21.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty

(whether made innocently or negligently) that is not set out in these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

22. ASSIGNMENT AND SUBCONTRACTING

- 22.1. TWGL may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions. Customer may not assign, transfer, subcontract, or deal in any other manner with any or all of its rights or obligations under these Conditions without the prior written consent of TWGL.
- 22.2. If Customer subcontracts any of its obligations under these Conditions, it shall remain responsible for ensuring all subcontractors comply in full with these Conditions and shall remain responsible for all acts and omissions of its subcontractors.

23. COMPLIANCE WITH RELEVANT LAWS AND POLICIES

In performing its obligations under the Contract, both parties shall comply with all jurisdictional applicable laws, statutes, regulations, and codes from time to time in force.

24. MODERN SLAVERY, ANTI-BRIBERY AND ANTI-CORRUPTION, and ANTI-FACILITATION OF TAX EVASION

- 24.1. In performing its obligations under the Contract, each party shall and shall procure that its subcontractors shall comply with all applicable anti-slavery, human trafficking, anti-bribery, anti-corruption, and tax evasion laws, statutes, regulations, and codes from time to time in force including but not limited to the Modern Slavery Act 2015, Bribery Act 2010, or their jurisdictional equivalents, and the Criminal Finances Act 2017. The parties shall also establish, maintain, and enforce its own policies and procedures to ensure compliance with these clauses and notify TWGL (in writing) as soon as it becomes aware of any breach or suspected breach of these clauses.

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24.2. Each party warrants that it has not been convicted of any offence or subject to any investigation, inquiry, or enforcement proceedings involving slavery, human trafficking, bribery, corruption, or tax evasion, and that its agents, consultants, contractors, subcontractors, or other persons engaged in the performance of its obligations under this Contract do so only on the basis of a written contract which imposes Conditions equivalent to those imposed by these clauses. Each party shall be responsible for the observance and performance by such persons of the relevant Conditions and shall be directly liable to TWGL for any breach by such persons of any of the relevant Conditions.

25. SANCTIONS AND EXPORT CONTROL

25.1. TWGL complies strictly with all applicable UK sanctions and export control laws and regulations, including the Sanctions and Anti Money Laundering Act 2018 and the Economic Crime (Transparency and Enforcement) Act 2022 and all related regulations and the Export Control Act 2002, Export Control Order 2008 and the Dual Use Regulation 2009 and all related regulations (and in the case of all of the foregoing, all extensions, amendments, modifications or replacements to such laws and regulations (together referred to as "Sanctions and Export Laws")).

25.2. All supplies of Products and Services by TWGL shall only be made if TWGL is satisfied that it is able to make such supplies strictly in accordance with the Sanctions and Export Laws. If any supplies by TWGL require export licences or any other permissions, licences or consents, any supply by TWGL shall be subject to both TWGL and Customer obtaining all necessary export licences and all other necessary permissions, licences and consents.

25.3. In order to ensure that TWGL can comply with the Sanctions and Export Laws, Customer must:

- (a) on request, provide TWGL with information about the end-use, Customer

and end-user (including the ultimate beneficial ownership of the end-user) and ultimate destination of Products and/or Services to be supplied by completing an end user declaration;

- (b) complete any requests relating to the classification of the Products;
- (c) apply for, in a timely manner, all applicable foreign export and/or import licences, permissions and consents.

25.4. If Customer is re-exporting and/or selling on Products supplied by TWGL, it is Customer's responsibility to ensure that:

- (a) it complies in full with the Sanctions and Export Laws, along with all other sanctions and export laws which may be applicable to its export and/or re-sale of the Products and/or Services; and
- (b) it has a clear understanding of the ultimate beneficial owner of all entities to which it exports and/or resells; and
- (c) it monitors and checks all applicable sanctions lists prior to export and/or resale; and
- (d) it has in place appropriate monitoring systems to identify any unusual customer requests, including unusual shipping routes; and
- (e) that it has in place all of the relevant export authorisations and all other applicable permissions, consents and licences necessary to lawfully export and/or re-sell the Products and/or Services.

25.5. Customer shall notify TWGL immediately in writing if it considers that it has, or may have, supplied Products or Services in breach of the requirements of this clause 25.

25.6. TWGL shall be entitled to terminate all supplies under a Contract with immediate effect in the event that Customer breaches or Supplier has grounds to believe or suspect (acting reasonably), that Customer may be in breach of any of the requirements of this clause.

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