

# Arjo UK Limited – Terms & Conditions of Sale

## 1. Basis of Terms

**1.1** Arjo UK Limited (Company Reg. No. 10842512), ("Arjo") sells equipment, parts, materials and/or hardware/software (collectively, "Equipment"), subject to with these Terms & Conditions ("T&Cs"), all of which constitute, or are otherwise expressly incorporated into and made part of, the agreement between Arjo and the Customer (the "Agreement")

**1.2** No order submitted by Customer shall be deemed to be accepted by Arjo unless and until confirmed by Arjo.

**1.3** The Customer shall be responsible for ensuring the accuracy of the terms of any order (including any applicable specification) submitted and for providing Arjo with any necessary information relating to the Equipment within sufficient time to enable Arjo to perform the Agreement in accordance with the T&Cs.

**1.4** All other terms, including any which the Customer seeks to incorporate, or implied by course of dealing or by custom or practice, will not apply.

## 2. Delivery & Performance

**2.1** Delivery or Performance dates are given in good faith but any time or date quoted by Arjo for delivery or performance is an estimate only and Arjo shall not be liable for any damages or loss whether direct, indirect or consequential caused by any delay in delivery or performance. Time for delivery or performance shall not be of the essence.

**2.2** The Customer shall have no right to rescind the Agreement on the ground only that delay in delivery or performance has occurred.

**2.3** Arjo shall at the Customer's expense make such arrangements for carriage and delivery as it thinks fit.

**2.4** If the Customer fails to take delivery of the Equipment or fails to give Arjo adequate delivery instructions by the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of Arjo's fault) then Arjo may:

**2.4.1** sell the Equipment at the best price readily obtainable and (after deducting all reasonable storage, transportation costs, freight charges and selling expenses) account to the Customer for the excess over the price under the Agreement or charge the Customer for any shortfall below the price under the Agreement;

**2.4.2** store the Equipment until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

**2.4.3** if the delivery of the Equipment is delayed at the Customer's request more than 30 days after the first day of the week in which delivery is due, Arjo is entitled to increase the price of the Equipment to that shown in Arjo's price list current at the actual date of delivery, together with a charge for storage per clause 2.4.2.

**2.5** Risk of damage to or loss of the Equipment shall pass to the Customer at the time of delivery to the Customer or, if the Customer wrongly fails to take delivery of the Equipment, the time when Arjo has tendered delivery of the Equipment.

**2.6** In respect of providing proof of delivery or installation the parties agree that:

**2.6.1** Arjo shall provide a proof of delivery document (in the case of delivery of Equipment) ("POD"), or a proof of installation document (in the case of installation of Equipment) ("POI") to the Customer at the time of delivery or performance of installation as applicable;

**2.6.2** The Customer's signature on the POD or POI shall constitute acceptance that delivery or installation of Equipment has occurred and the Customer may not be entitled to withhold payment pending receipt of POD and/or POI from Arjo.

**2.6.3** The Customer shall have the responsibility to retain and store their copy of the POD and/or POI in respect of each delivery or installation though in the event that Arjo are requested by the Customer to provide a copy POD and/or POI, Arjo may levy an administration charge at a rate of £25 per POD/POI requested in addition to any late payment charges and interest (if applicable) as set out at clause 4.

## 3. Price

**3.1** Subject to the provisions of this clause 3 the price of the Equipment or for the installation of the Equipment shall be:

**3.1.1** As quoted; or

**3.1.2** Where no price has been quoted, or the quoted price is no longer valid, the price listed in Arjo's price list current at the date of acceptance of the order

**3.2** Arjo reserves the right, by giving the Customer written notice at any time before delivery, to increase the price of the Equipment or the price for the installation of the Equipment to reflect any increase in cost to Arjo which is due to any factor beyond its control (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of labour, material or other costs of manufacture), any change in delivery dates, quantities or specifications for the Equipment which are requested by Customer or any delay in Customer's instructions or Customer's failure to give Arjo adequate information or instructions.

**3.3** The costs of delivery and installation will be charged in addition to the price of the Equipment, and specific provisions relating to installation are stated at clause 14 below.

**3.4** The price is exclusive of all applicable taxes and duties, including value added tax which the Customer shall (where applicable) be additionally liable to pay to Arjo.

**3.5** Quotation prices are only valid for 30 days, unless otherwise agreed by Arjo.

**3.6** Where the Customer considers that Arjo has made an error in respect of pricing only on any invoice, the Customer shall have 21 days from the date of the invoice to raise a query with Arjo. The Customer shall have no right to withhold or set off the payment of any invoice for any other reason. In the event that the Customer raises no query on pricing within 21 days of the invoice date, the Customer shall be deemed to accept any invoice submitted by Arjo. Failure to settle any invoice in full within 30 days of the date of invoice shall cause late interest fees to accrue per clause 4.

## 4. Payment

**4.1** All accounts must be paid net cash no later than 30 days following the date of the invoice

**4.2** Interest will be charged on all sums overdue at the rate of 4% per annum above the published LIBOR base rate to be calculated from day to day to run from the invoice date to the date of payment both before and after any judgment, or such higher rate as may from time to time be prescribed by law.

**4.3** The Customer accepts that Arjo will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if Arjo is not paid within 30 days of the invoice date.

**4.4** The time for payment shall be of the essence.

**4.5** Arjo reserves the right to issue and send all documents, including but not limited to notices, invoices, statements, terms and conditions, quotes and order acknowledgements to the Customer in an electronic format, and the Customer accepts to receive all such documents electronically (including receipt of invoices) by e-mail.

## 5. Background Checks & Liens

**5.1** Arjo may conduct such credit checks, or other background checks as it shall deem appropriate and applicable by law, and the Customer agrees to cooperate and comply with such checks. If Arjo does not approve extension of credit to the Customer, or if, at any time, Arjo, in its sole determination, should deem itself to have reasonable grounds for insecurity regarding the creditworthiness of Customer (even if Arjo has previously extended credit to Customer), terms of payment shall become partial or full advance payments at Arjo's exclusive discretion. If Customer fails to comply with the terms of payment or any other terms of the Agreement, Arjo reserves the right to cancel the unfilled portion of any order and Customer shall remain liable for all unpaid amounts. Arjo shall have a lien over any Equipment provided under the Agreement, as permitted by applicable law.

**5.2** Customer agrees that Arjo may use the Customer's data, including any personal data, for the purpose of making credit checks, and the Customer agrees to Arjo's collection, storage and use of such data for this purpose. Personal data will not be shared with third parties without the Customer's consent.

## 6. Warranty

**6.1** Subject to clause 6.5, Arjo warrants that, for a period of 12 months (unless otherwise stated) from delivery (the **Warranty Period**), the Equipment will:

**6.1.1** conform in all material respects to their description and to any applicable specification

**6.1.2** be free from material defects in design, material and workmanship

**6.1.3** be of satisfactory quality within the meaning of the Sale of Goods Act 1979, as amended

**6.1.4** be fit for any purpose held out by Arjo within the meaning of the Sale of Goods Act 1979, as amended

**6.2** Where any installation and if required, commissioning (including any commissioning done on a date after installation) of Equipment by Arjo or its agent takes place:

**6.2.1** up to eight weeks following delivery, Arjo will deem the Warranty Period to commence from the date of completion of the installation, or from the date of commissioning if later.

**6.2.2** more than eight weeks following delivery, Arjo will deem the Warranty Period to commence from eight weeks from delivery in any event.

**6.3** If during the Warranty Period the Equipment does not comply with clause 6.1, then subject to clause 7 below, Arjo will at its option, replace any such Equipment or repair the said Equipment at its own expense. Defects arising from fair wear and tear, unauthorised damage, negligence, abnormal working conditions, failure to follow instructions, misuse, accident, incorrect specification supplied by the Customer, incorrect or inappropriate installation or maintenance (where installation or maintenance is carried out by persons other than Arjo or its Agents), where the Customer uses any Equipment after notifying Arjo that it does not comply with clause 6.1, or any other matters beyond the control of Arjo are not covered by this warranty.

**6.4** In any event, should the Customer (or its agent) attempt to replace parts, repair or otherwise maintain any Equipment during the Warranty Period for any Equipment, such act will automatically invalidate this warranty.

**6.5** In the event that Arjo agrees to extend the Warranty Period or if the Customer purchases an extended warranty (if offered by Arjo), the period of warranty for any Equipment purchased shall endure for any extended warranty period, otherwise the provisions of this clause shall remain applicable.

**6.6** Subject as expressly provided in these terms, and except where the Equipment is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

**6.7** The Customer shall not assign the benefit of the warranty contained in this clause.

**6.8** Arjo shall be under no liability under the warranty contained in this clause (or any other warranty, condition or guarantee) if the total price for the Equipment has not been paid by the due date for payment.

## 7. Defective Goods & Services

**7.1** The Customer shall inspect all Equipment upon delivery, and if the Customer claims that Equipment or parts do not conform to the warranty set out at clause 6.1, or in case there are any shortages or errors, the Customer must notify Arjo in writing (along with a copy of the proof of delivery):

**7.1.1** within 7 days of the delivery of the Equipment; or

**7.1.2** subject to clause 6.2, within 7 days of installation of the Equipment by Arjo if the Equipment is not installed and commissioned on the date of delivery.

**7.2** Failure to comply with the foregoing shall be deemed acceptance of the Equipment as delivered and installed, irrespective of any damage or impaired functionality of the Equipment, and the Customer shall remain bound to pay the full price of the Equipment.

**7.3** Payment shall constitute acceptance of Equipment, and the Customer shall not be permitted to any set off against any amounts due to Arjo. All claims for errors, shortages, defective or non-conforming goods, warranty breaches, defective or non-conforming services, installations or allowances (collectively, "Non-Conformance") must be made to Arjo in writing. All claims for any Non-Conformance with respect to any Equipment will be subject to the terms of any Equipment warranty and must be made within the time period provided for under any such warranty.

**7.4** Where any valid claim is made by the Customer in accordance with clauses 7.1 and 7.3 Arjo shall be entitled to verify the validity of the Customer's claim and if so satisfied, at its option either to:

**7.4.1** refund to the Customer the price of the Equipment (or a proportionate part of the price) and any related transport costs paid by the Customer; or

**7.4.2** replace the Equipment as soon as reasonably practicable and redeliver the goods at Arjo's expense; or

**7.4.3** rectify the defect or failure as soon as reasonably practicable and redeliver the Equipment at Arjo's expense.

**7.5** All claims for any Non-Conformance with respect to any installation must be made within thirty (30) days following performance of the installation at issue.

**7.6** With respect to claims of Non-Conformance for installation, Arjo's only obligation shall be to correct such Non-Conformance or other breach by repair or re-performance of the applicable installation, as determined by Arjo.

**7.7** The remedies under a warranty and the repair or replacement remedies under this clause 7, as applicable, shall be the Customer's sole remedy for any claim related to any Equipment. If warranty service or replacement is to be provided, Arjo shall have a reasonable period of time from the date it receives notification to perform such service or replacements (which reasonable period of time may, in some cases, be the standard lead time required to obtain parts or Equipment).

**7.8** At reasonable business hours Arjo may enter upon the Customer's premises for the purpose of inspecting any Equipment subject to a claim of Non-Conformance or other breach and/or to provide the repair or replacement described in this clause 7.

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**7.9** Where Arjo elect to repair or replace any Equipment subject to a claim of Non-Conformance, the Customer shall ensure that:

7.9.1 the Equipment is decontaminated and shall make the Equipment available to Arjo to collect or repair, and where Arjo determines that the Equipment is still contaminated upon collection or repair, Arjo reserves the right to charge a reasonable decontamination fee to the Customer; and  
7.9.2 it informs Arjo of the infection status of the Equipment and its location; and  
7.9.3 where the Customer (or their agent) uninstalls the Equipment for collection or repair by Arjo, the Customer shall indemnify Arjo in full for any damage done to the Equipment or to any other property or for any injury caused to any person.

**7.10** Where Arjo has received a notice of Non-Conformance from the Customer, and Arjo has informed the Customer on which date Arjo shall either collect or repair the Equipment in question, the Customer shall ensure that Arjo has access to such Equipment and in cases where Arjo is not able to gain access to the Equipment, Arjo reserves the right to charge the Customer a call out charge in accordance with clause 11.4.

**7.11** Where Arjo inspects any Equipment subject to a claim of Non-Conformance and determines that the Equipment is either not faulty or the reason that the Equipment does not work is due to a factor outside of Arjo's control, the provisions of clause 14.5 shall apply.

### **8. Liability**

**8.1** Arjo does not exclude its liability:

8.1.1 for death or personal injury caused by its negligence, or  
8.1.2 for breach of the terms implied by s 12 of the Sale of Goods Act 1979 and by s 2 of the Supply of Goods and Services Act 1982, or  
8.1.3 for defective products under the Consumer Protection Act 1987, or  
8.1.4 for fraud or fraudulent misrepresentation  
8.1.5 under any indemnity given by Arjo hereunder

**8.2** Arjo excludes its liability and will not be responsible for any damages, liabilities, injuries or claims (including any indemnification or product liability exposure to the Customer), in the event of:

8.2.1 any unapproved modification or alteration to the Equipment by the Customer or its employees or agents, or  
8.2.2 any improper use of the Equipment by the Customer or its employees or agents, or  
8.2.3 any failure of the Customer or its employees or agents to maintain and operate the Equipment in accordance with the applicable manuals and training.

**8.3** Any liability of Arjo for damages related to any Equipment or otherwise related to or arising under or in connection with any order, quote, purchase, installation, service or other agreement, whether arising from breach, negligence, indemnity, strict liability, tort or otherwise, and except in respect of any personal injury or death to any person caused by Arjo's negligence (for which no limit applies) the liability of Arjo shall be limited to an amount not to exceed the amount to be paid by the Customer for the Equipment.

**8.4** Except as stated at 8.1, Arjo shall not be liable to the Customer by reason of any representation, or any express or implied warranty, condition or other term or any duty at common law for any:

8.4.1 loss of data or use; or  
8.4.2 indirect, special or consequential loss, damage, costs or expenses which arise out of or in connection with the supply or installation of the Equipment (including any delay in supplying or failure to supply or install the Equipment) or their use or resale by the Customer except as expressly provided by these conditions; or  
8.4.3 loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect, and, in each case, however arising.

**8.5** No possession, use, installation (by other than Arjo), operation, selection or return of any of the Equipment shall impose any liability or obligation for or on behalf of Arjo, other than arising from the negligence or misconduct of Arjo. Any action against Arjo under the Agreement or related to any Equipment or otherwise related to or arising under or in connection with any order, quote, purchase, installation, service or other agreement must be brought within one (1) year after the cause of action accrues.

### **9. Arjo Indemnities**

**9.1** With the exception of Equipment which is modified or used by the Customer other than in accordance with this Agreement, Arjo will defend or, at its option, settle any action brought against the Customer arising from any claim that the use of the Equipment or receipt by the Customer of any services in accordance with this Agreement infringes any third party intellectual property right, and indemnify the Customer against all reasonable costs and expenses incurred by the Customer in connection with such claim.

### **10. Customer Indemnities**

**10.1** The Customer agrees to indemnify, protect and keep harmless Arjo, and its employees, agents, successors, assigns and affiliates ("Related Parties") from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable legal costs and fees, of whatsoever kind or nature, arising out of:

10.1.1 any breach of the Agreement by the Customer;  
10.1.2 the possession, use, installation (other than by Arjo), operation, selection or return of the Equipment, other than those claims arising from the negligence or the misconduct of Arjo;  
10.1.3 infringement of patents, designs, copyrights, trademarks or trade names with respect to Equipment or other goods designed, manufactured or modified, wholly or partially, to Customer's designs or specifications.

**10.2** The Customer shall indemnify Arjo in respect of liability to any person caused by the addition to any Equipment supplied by Arjo of any part which is not an Arjo designated part and Arjo shall have no liability to the Customer for loss or damage or injury directly or indirectly caused by such addition.

### **11. Cancellations & Charges**

**11.1** Subject to the right of Customers who act in the capacity of consumers to return goods for refund under The Consumer Protection (Distance Selling) Regulations 2000 (and only if those regulations apply), no order placed by the Customer or the Customer's agent may be cancelled or amended unless it is specifically agreed by Arjo in writing. Equipment returned must be authorised in advance by contacting our customer support department and obtaining a collection or cancellation number and shall be subject to clause 11.3 in any event.

**11.2** Where Arjo agrees to accept cancellations and order amendments, the Customer hereby agrees to indemnify Arjo in full against any loss (including loss of profit), costs (including the costs of collection, transportation and all labour and materials used), damages, charges and expenses incurred by Arjo as a result of the cancellation or amendment.

**11.3** Equipment returned will be subject to inspection, and Arjo reserves the right to refuse to accept a cancellation or order amendment if the Equipment is damaged, destroyed, contaminated or if Arjo in its sole discretion would be unable to sell, rent or otherwise dispose of the Equipment in that condition.

**11.4** Call out charges and charges for abortive installations of Equipment, are agreed by the Customer to be a legitimate pre-estimate of the loss suffered by Arjo as a result of abortive installations, and will be as follows:

11.4.1 Abortive installation with no notice – up to £500

11.4.2 Abortive installation with 0 – 5 days notice – up to £250

11.4.3 Call out charge – a sum calculated with reference to lost time, opportunity and resource costs to be determined by Arjo in each case.

### **12. Termination**

**12.1** Arjo may, without prejudice to any claim or right it may otherwise make or exercise and without payment of any compensation for any direct, indirect or consequential loss the Customer may suffer, terminate any agreement with the Customer forthwith by giving the Customer written notice if:

12.1.1 a petition is presented to wind the Customer up or the Customer enters into any liquidation (other than for a reconstruction or amalgamation) or a receiver or administrator is appointed in respect of any of the Customer's assets or the Customer enters into any composition or arrangement with the Customer's creditors or the Customer ceases to carry on business; or  
12.1.2 the Customer commits any breach of this Agreement and fails to remedy it (if remediable) within fourteen days of receipt by the Customer from Arjo of a notice complaining of such breach.

12.1.3 at any time, pursuant to the background checks conducted as provided for herein, Arjo shall determine that the Customer does not meet its criteria to purchase the Equipment on the terms of the Agreement or at any time, in the event of any default by the Customer or if the Customer fails to comply with any of its obligations under the Agreement. In the event of such termination by Arjo, there shall be no liability on the part of Arjo for any amount whatsoever.

### **13. Retention of Title**

**13.1** Risk in the Equipment will pass to the Customer in accordance with clause 2.5;

**13.2** The Equipment shall remain Arjo's property until it has been paid for in full and all other monies owing by the Customer to Arjo have been paid in full and unconditionally at which point title shall pass to the Customer.

**13.3** Until title to the Equipment has passed to the Customer, the Customer will:

13.3.1 hold the Equipment as bailee for Arjo;

13.3.2 take all reasonable care of the Equipment and keep it in reasonable condition;

13.3.3 insure the Equipment with a reputable insurer from the date of delivery (or the date on which Arjo tendered delivery to the Customer, whichever is earlier) against all risks for an amount at least equal to the price of the Equipment, noting Arjo's interest on the policy;

13.3.4 not remove or alter any mark on or packaging of the Equipment without Arjo's consent;

13.3.5 inform Arjo as soon as possible if it becomes subject to any of the events set out in clause 12 (Termination);

13.3.6 provide Arjo with such information concerning the Equipment as Arjo may request from time to time;

**13.4** Notwithstanding clause 13.3.5, the Customer may use the Equipment in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in clause 12 (Termination) is or is likely to occur.

**13.5** If, at any time before title to the Equipment has passed to the Customer, the Customer informs Arjo, or Arjo reasonably believes, that the Customer has or is likely to become subject to any of the event specified in clause 12 (Termination), or if the Customer shall fail to pay the price for the Equipment within the time permitted at clause 4.1, Arjo may:

13.5.1 Require the Customer (at the Customer's expense) to redeliver the Equipment to Arjo; or  
13.5.2 if the Customer fails to do so promptly, enter any premises where the Equipment is stored to repossess it and shall have the power to resell (or otherwise deal with) the Equipment, such power being additional to (not in substitution for) any other power of sale arising by operation of law or otherwise.

**13.6** In the event that the Customer resells the Equipment prior to title passing to the Customer, Arjo's entitlement shall attach to the proceeds of sale so that such proceeds or any claim therefor shall be assigned to Arjo and until such proceeds shall be held on trust in a separate identified account for Arjo by the Customer.

### **14. Installation**

**14.1** In relation to the installation of any Equipment (whether or not such Equipment has already been delivered), Arjo reserves the right to:

14.1.1 deliver an installation requirements document to the Customer setting out what actions Arjo shall carry out and what actions the Customer is required to carry out to effect an installation of Equipment

14.1.2 charge the Customer for the installation of any Equipment which is fitted, placed or otherwise installed;

14.1.3 undertake a survey of the site of installation of Equipment prior to the delivery of any Equipment to satisfy itself that the location for the Equipment is suitable;

14.1.4 cancel any agreement for the sale or installation of any Equipment or the provision of any service if, in Arjo's absolute discretion it shall consider the performance of the Agreement not to be feasible or that any item to be installed could not be safely used.

**14.2** If Arjo is unable to undertake a survey assessment for any reason outside of Arjo's control Arjo reserves the right to undertake a survey assessment once the location is available, and clauses 14.1.3 and 14.1.4 shall apply in these circumstances.

**14.3** If the Customer provides Arjo with incorrect information with regard to the installation of Equipment, whether or not Arjo has undertaken a survey assessment, or if the Customer does not undertake the actions required of it per clause 14.1.1 above then Arjo shall be entitled to charge the Customer an abortive installation fee in accordance with clause 11.4 in the event that any Equipment is not able to be delivered or installed to Arjo's reasonable satisfaction.

**14.4** Arjo reserves the right to charge the Customer for any work or parts or additional work or any additional parts, or for storage (if necessary) required in accordance with its standard tariff from time to time in force, where:

14.4.1 any additional work or parts are required to install any Equipment which work or parts are outside the work and parts to be provided for within the original scope of an installation; or

14.4.2 the Customer (or their agent) installs or modifies any Equipment incorrectly, requiring Arjo to carry out work to rectify or repair Equipment; or

14.4.3 Arjo spends any time or costs as a result of any Customer act or omission which costs are not already provided for in any quote for work provided by Arjo.

**14.5** Arjo shall not be responsible for circumstances outside its control which affect the performance of the Equipment once Equipment has been installed and commissioned to Arjo's reasonable satisfaction. Arjo reserves the right to inspect any Equipment which the Customer reports a fault with and in circumstances where the cause of the fault with any Equipment does not relate to the Equipment or the installation of the Equipment, Arjo reserves the right to charge a call out fee in accordance with clause 11.4 and in addition all invoices for delivery and installation remain payable per clause 3.6.

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**14.6** In relation to the invoicing of charges for installation of Equipment:

14.6.1 The Customer notes and agrees that the cost of installation of Equipment is separate and distinct from the cost of any Equipment ordered;

14.6.2 Whereas an invoice is issued by Arjo for any Equipment upon the dispatch of the Equipment, an invoice for the installation of Equipment is issued upon successful installation of Equipment by Arjo. Queries in relation to invoices raised for both Equipment and installation of Equipment are dealt with per clause 3.6;

14.6.3 Per clause 2.6 above, Arjo will provide the Customer with a POI document and a commissioning certificate which Arjo shall require the Customer to counter-sign. It shall be the responsibility of the Customer to retain the POI and the commissioning certificate and it shall be not acceptable for the Customer to withhold or delay payment for any Equipment or the installation of Equipment pending receipt of a copy POI or commissioning certificate. In circumstances where the Customer fails to pay invoices within the period stated at clause 3.6 or otherwise as agreed by Arjo, Arjo may charge the Customer in accordance with clauses 2.6, 3.6 and 4 above.

### **15. Modifications**

**15.1** Arjo reserves the right to modify any design or specification or to use materials different to those specified and to enter upon the Customer's premises upon giving the Customer reasonable notice to make modifications to Equipment.

**15.2** Arjo reserves the right to make any changes in the specification of the Equipment or the provision of any Services which are required to conform with any applicable statutory or EU requirements or, where the Equipment is to be supplied to the Customer's specification, which do not materially affect their quality or performance and to enter upon the Customer's premises upon giving the Customer reasonable notice to make modifications to Equipment.

### **16. Force Majeure**

**16.1** Should the manufacture, delivery or installation of any Equipment or any part thereof whether by Arjo or any contractor or carrier be prevented or hindered for a continuous period in excess of one month due to any cause beyond the reasonable control of Arjo then, Arjo shall have the right to suspend or cancel any obligation then unperformed without prejudice to any of Arjo's rights including the right to payment in respect of any Equipment supplied prior to such suspension or cancellation. Arjo shall not be liable for any direct, economic or consequential loss (including loss of profits, revenue or goodwill) that Customer may suffer.

### **17. Waiver**

**17.1** No waiver by Arjo of any breach of the Agreement by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provisions.

### **18. Notices**

**18.1** Notices under this Agreement will be in writing and sent to registered address of the receiving party. They may be given, and will be deemed received:

18.1.1 by first-class post: two Business Days after posting;

18.1.2 by airmail: seven Business Days after posting;

18.1.3 by hand: on delivery;

18.1.4 by facsimile: on receipt of a successful transmission report from the correct number, and

18.1.5 By e-mail: on receipt of a delivery or read return mail from the correct address.

### **19. Invalidity**

**19.1** If any provision of this Agreement is held by the court or other competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected.

### **20. Assignment**

**20.1** Neither the Agreement nor any obligations under the same may be assigned by either party without the express written consent of the other party, and any attempt to do so will be void; except that Arjo may assign any benefit to any subsidiary, affiliate or holding company of Arjo's Group from time to time and the Customer hereby expressly grants its consent to the novation of any obligation arising hereunder to any subsidiary, affiliate or holding company of Arjo's Group from time to time.

### **21. Contracts (Rights of Third Parties) Act 1999**

**21.1** Arjo may use third party subcontractors or affiliated entities to provide certain Equipment or perform certain of services. The terms and conditions of the Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Except as expressly provided herein, nothing is intended to confer upon any party, other than the parties hereto, any third party beneficiary rights or any other rights, remedies, obligations or liabilities under or by reason of the Agreement.

### **22. Money Laundering & Anti-Bribery Procedures**

**22.1** The Customer shall provide all necessary co-operation to as to ensure that Arjo is able to meet its obligations under The Proceeds of Crime Act 2002, The Money Laundering Regulations 2007 and The Bribery Act 2010 and shall itself comply with such obligations.

### **23. Entire Agreement**

**23.1** The T&Cs constitute the entire agreement and understanding of the parties as to the subject matter of the Agreement. They supersede any prior agreement or understanding between the parties and no variation of the T&Cs or any other document shall be binding unless agreed in writing.

### **24. Law & Jurisdiction**

**24.1** The Agreement and its performance is governed in all respects by English law and the English Courts shall have non-exclusive jurisdiction over any dispute or difference arising out of or in connection with the Agreement.