

# General Information

Your Sontay Account

## Setting up an account:

- Complete and return an account application form to apply for credit facilities
- Pay for your order up front by bank transfer or credit-debit card on a proforma account

## Placing orders:

Phone **+44 (0) 1732 861200**  
 Email **sales@sontay.com**  
 Website **www.sontay.com**

Mail  
**Sontay Ltd.**  
**Four Elms Road · Edenbridge**  
**TN8 6AB · UK**

## Setting up an account:

Companies wishing to purchase on credit account should complete and return the 'Application for credit account' form included in this catalogue or on our website at [www.sontay.com](http://www.sontay.com). Please note that references will not be accepted from companies that are immediate competitors of Sontay.

Companies and individuals placing orders without an account will be invoiced on a proforma basis. Goods will not be despatched until the payment has cleared into our bank account, or for a faster response we are able to accept payment by Mastercard, Visa, and most types of debit/purchase cards.

## Credit and payment terms:

All accounts will be subject to a trading credit limit. Accounts trading beyond these terms will be notified and asked to correct their account. Our standard credit terms are nett monthly account unless agreed otherwise in writing.

Accounts not settled within their terms will be notified and placed on stop. Accounts trading beyond agreed credit terms may invalidate their product warranty. (See warranty section).

Sontay reserve the right to charge interest on overdue balances. Sontay reserve the right to withdraw credit facilities should payment performance be outside of agreed terms.

## Please note that we are no longer able to accept payment by cheque.

Non proforma credit and debit card payments will be subject to a 5% handling fee to cover bank charges.

## Minimum order values:

In order that we may maintain our competitive pricing it is necessary for us to insist on minimum order values per shipment as follows:

UK and Republic of Ireland:	£30
International:	£50
France & Germany:	€45

Orders supported by a bank Letter of Credit will only be accepted if over £5,000 in value. In each case, an administration charge of 5% minimum will be applied to cover set-up of payment arrangements and any bank charges will be recovered at cost.

## Discount structure:

Customers may be allocated sales discounts, any discount given will be determined and reviewed on the basis of actual turnover. Standard discounts only apply to the specific products in this catalogue, special products and custom variants are excluded and are net priced. Your company discount entitlement can be confirmed at any time by calling Sales Support.

## Custom products:

Sontay is always willing to discuss OEM manufacturing and special build contracts. Please contact Sales Support or your account manager for more information.

## Placing orders:

Orders can be placed by phone, mail, e-mail or by our website.

## The following information is required:

- Order number
- Invoice address
- Delivery address
- Delivery date required
- Part shipment acceptance (Y/N)
- Customer contact
- Items detailed with Sontay part numbers

## Delivery periods:

Many items are available for immediate delivery. In all cases where delivery is critical consult the Sales Support who will try to fulfil your needs.

## Warranty:

All Sontay branded products purchased after the 1st January 2017 and paid for in full compliance with Sontay's Terms and Conditions of Sale are covered by a 5 year warranty from the date the goods were despatched (excluding general fair wear & tear and gas sensing elements natural life span). Our 3 years warranty still applies to non-Sontay branded products. The product warranty is void if the bar code label attached to the product has been removed or tampered with in anyway.

## UKCA and CE marking:

Compliance to the essential requirements of relevant EC Directives and British Standards is detailed on the datasheet for each product, and products are UKCA and CE marked where appropriate. All data sheets are provided on our website and copies of which can be obtained from the Sales Support Team.

## WEEE and RoHS Directive Compliance:

Waste Electrical and Electronic Equipment (WEEE) Directive The WEEE Directive requires producers to pay for electronic and electrical equipment recycling and it covers a broad range of electronic and electrical products. The WEEE Directive aims to divert waste electronics from going into landfills and to encourage eco-design, reuse and recycling through producer responsibility. The WEEE Directive applies to standalone products. These are products that can function entirely on their own and are not part of another system or piece of equipment. Sontay do not supply any products that fit into this category.

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### RESTRICTION OF HAZARDOUS SUBSTANCES (ROHS) DIRECTIVE

A sister directive to WEEE, the RoHS Directive bans the presence of specified hazardous substances in certain electronic and electrical equipment placed on the EU market after 1st July 2006. The RoHS Directive ensures that any such new electronic and electrical equipment does not contain Lead, Mercury, Cadmium, Hexavalent Chromium, Polybrominated Biphenyls (PBB) and Polybrominated Diphenyl Ethers (PBDE) that are often used as flame retardants in some plastics, unless derogation is provided for via an exemption. It should be noted that not all products that Sontay supply are subject to the RoHS Directive. For those that are subject to the Directive we are fully compliant.

### PROGRESSING AN ORDER

To progress an order, please call our Sales Support Team and provide the following information:

- Your company name
- Your purchase order number
- The Sontay sales order number as stated on the order confirmation, if at all possible.

If the order has been dispatched but not received, then a 'Proof of Delivery' can be requested. It usually takes between 15 minutes and two hours to provide verbal delivery status or delivery time, location and signature, as applicable. A hard copy can be requested from the couriers, but can take some days to produce.

### DELIVERY AND PACKAGING CHARGES

The following prices are for shipping and packing of parcels up to 30Kg within the UK. Heavier parcels are priced individually on request.

Service (UK only)	Price
Next Day (up to 20Kg) before 12.00am*	£11.00
Before 9.00am (up to 20Kg)	£26.00
France & Germany	€22.50

\* Please note – before 12.00am delivery is not available in all areas.

For prices on international and heavier items please contact the Sales Support Team. Should you choose to nominate your own freight forwarder a £25 handling charge will be applied to your account to cover our handling and admin.

### CANCELLATION OF AN ORDER

Sontay employ the latest lean manufacturing techniques and often manufacture and source products to suit customer's instructions. In the event of a cancelled order, the customer will be liable for any costs incurred by Sontay during the fulfilment of your order up to the point of cancellation. Please note we will only accept written cancellation of an order. You will receive a confirmation of cancellation from us advising that we have been able to cancel your order. We regret that we cannot accept cancellation of confirmed orders for any special products and custom variants.

### CUSTOMER COLLECTION

The office is open for collections from 09.00 and 17.00 hours. Please call Sales Support to arrange a suitable collection time.

### DELIVERY TERMS

DAP Edenbridge or EXW: The buyer pays all transportation costs and also bears the risks for bringing the goods to their final destination. This term requires that the buyer is responsible for all duties and taxes applicable when goods are shipped internationally.

**Loss, shortfall or damage (UK only):** Dispatches will only be delivered if the destination address is attended and the receiver will sign for receipt of the goods.

Our carrier will make all reasonable attempt to deliver the package, it is the customer's responsibility to have a representative available to receive the package. Please allow a 30 minute leeway on delivery times.

If there is nobody available to receive the goods, the carrier will leave a calling card and return the delivery to their local depot. Simply call the number on the card to rearrange the delivery. Neither Sontay nor the carrier will advise further of any failure to deliver. Any loss, shortfall or damage discovered by the receiver/customer must be reported to Sontay within 7 days of despatch. Sontay will not accept any liability for claims made after this period and the customer will be liable to pay for the whole delivery.

**Loss, shortfall or damage (Export):** All export orders are accepted terms, DAP. Sontay accept no responsibility for either lost or damaged goods, we strongly advise customers to ensure that you have insurance in place to cover any such losses.

### PRODUCT RETURNS

Please refer to the relevant information below for our procedures and guidelines on our product returns process. All goods that are to be returned to us must have a RMA number and documentation stating the reason for return, please contact the Sales Support Team to obtain your RMA number should you need to return goods. Any goods received without a valid RMA number or documented reason for return will not be processed and will be returned to the originator at their cost.

### WARRANTY FAILURES

All goods received and accepted with the correct documentation will undergo inspection to determine their condition, goods that are determined to have failed within the defined warranty period will be credited or replaced as requested. Goods that are deemed by inspection and test to have been damaged by the user will be referred back to the customer for a decision on either return or disposal, after notification we will automatically return the goods to the originator after a period of 30 days without reply. Should you require advance replacements to items being returned we will require you to place a new purchase order, then after inspection should any credit be due it will be placed against the original order.

### PRODUCT EXCHANGE

We offer to exchange products that have been ordered in error providing they are standard catalogue items, and have been returned within 60 days of purchase. These products will be inspected on return and if found to be in good condition for resale will be restocked for a 25% charge. Should you require exchange of items in advance we will require you to place a new purchase order, then after inspection should any credit be due it will be placed against the original order less the 25% restock charge. Please note that all customised "special products" and non-catalogue items are excluded from the product exchange programme.

### SONTAY, EASIER TO DO BUSINESS

Sontay provide a range of services for customers to enable greater and easier access to key information and personnel.

### CUSTOMER SERVICES

UK:	Tel: 01732 861200
International:	Tel: +44 1732 861225
Email:	sales@sontay.com

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### TECHNICAL SUPPORT

UK:	Tel: 01732 861218
International:	Tel: +44 1732 861218
Email:	support@sontay.com

### ACCOUNTS

UK:	Tel: 01732 861202
International:	Tel: +44 1732 861202
Email:	accounts@sontay.com
Website:	www.sontay.com

You will find the latest news, information on any product updates as well access to all technical datasheets for our range of catalogue products. Visit often as we are constantly evolving the site!

### ISO9001 & ISO14001:



Sontay Limited is committed to serving the environment and supplying products that meet or exceed our customers' expectations of quality and service, and to this end we have an Environmental & Quality Management System that complies with the requirements of BS-EN ISO14001 and ISO9001, the scope of which covers:

'The design, manufacture, distribution, technical and after-sales support of electro and electro-mechanical temperature and relative humidity sensors and their associated peripheral equipment for building management, measurement and control applications. The provision of training service related to the products provided, and their relative applications.' [Copies of the certificates of registration are available on request.](#)

### DEFINITIONS:

- "Acceptance" means confirmation in writing by the Company upon receipt of the Customer's order.
- "Company" means Sontay Limited.
- "Contract" means the contract for the purchase and sale of Goods.
- "Customer" means the person, firm or company [described overleaf] and who purchases the Goods or any services from the Company.
- "Goods" means the goods or services which the Company is to supply in accordance with these Terms and Conditions.
- "Terms and Conditions" means the terms and conditions of sale set out below, the Company's "Your Sontay Account" document and any specific terms and/or conditions agreed in writing between the Customer and the Company. In the event of conflict, the terms in this document shall take precedence.
- "Writing" includes communication by post, e-mail and by personal delivery of documents.

### 1. APPLICATION

- Unless otherwise specifically agreed in writing, these Terms and Conditions shall be incorporated into every offer, quotation, acceptance and contract for the sale or supply of Goods by the Company and, together with the order to which they relate, constitute the entire contract between the Company and the Customer. Any conditions proposed by the Customer which are inconsistent with these Terms and Conditions are hereby excluded (including any terms or conditions which the Customer purports to apply under purchase order, confirmation of order, specification or other document).
- These Terms and Conditions apply to all the Company's sales of Goods and any variation to these Terms and Conditions and any representation about the Goods or services shall have no effect unless expressly agreed in writing by a director of the Company. The Customer acknowledges that it has not relied on any statement, promise, assurance, warranty or representation made or given

by, or on behalf of, the Company which is not set out in the Contract. Nothing in this clause 1 shall exclude or limit the Company's liability for fraudulent misrepresentation.

- The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate.

### 2. ACCEPTANCE

- All quotations are given subject to confirmation in writing by the Company upon receipt of the Customer's order, and no contract shall be concluded until such confirmation is given or the Customer's order is otherwise accepted. Unless otherwise stated in writing by the Company, each order when accepted constitutes a separate contract.
- The quality and description of the Goods shall be as set out in the Company's quotation or acknowledgement of order.
- All samples, drawings, descriptive matter, specifications and advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

### 3. PRICES

- Prices quoted are exclusive of Value Added Tax from time to time ("VAT") (unless otherwise stated) and are those in force at the date of quotation. Unless otherwise stated in the quotation (if any) given by the Company, prices quoted may be varied at any time before delivery of the Goods or before performance of any services, provided that the prices may be varied after a Contract has become binding only by reason of an increase in the cost to the Company of raw materials or labour, or by reason of a fluctuation in exchange rates.
- If prices are varied after a Contract has become binding, the Company shall give the Customer written notice of such variation, and on receipt of such notice the Customer may cancel his order. In a case where Goods are to be delivered or services are to be supplied in instalments, the Customer may cancel payments only for the undelivered Goods or the unperformed part of the services. If the order is not cancelled, the Customer shall be bound to pay the increased or varied price in respect of the Goods delivered or services performed after such notice is received. To be effective, cancellations must be in writing and must be received by the Company either within 14 (fourteen) days of the date on which such notice was sent, or at least 28 (twenty-eight) days before delivery is due, whichever is the sooner.
- Unless otherwise expressly agreed, prices quoted are ex works and exclude all cost of packaging and delivery from the Company's premises, but these may be charged as extras.
- Any variation or amendment requested by the Customer will only be valid and binding on the Company when it is subject to a change order relating to the order duly placed with, and accepted by, the Company in writing and signed by a duly authorised representative of the Company, and subject to appropriate adjustment in price, delivery dates and other matters.
- Unless otherwise expressly agreed, in the case of export sales, prices quoted also exclude all overseas taxes and tariffs, and all costs of delivery which will be the responsibility of the Customer.

### 4. DELIVERY

- Delivery dates or periods are only best estimates, and the Company is not liable for the consequences of any delay. Accordingly, time shall not be of the essence in making deliveries.
- Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business.
- Any delivery or performance period begins on the date of the Company's acceptance of the Customer's order, or (if later) when the Company receives from the Customer any further information which it may require to proceed

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- with the Contract. The Customer agrees to supply such information to the Company promptly, and to accept the Goods within the delivery or performance schedule or timetable specified in the Contract, and to give any necessary instructions for delivery or performance accordingly.
- (d) Where the Company has agreed to deliver the Goods to a place other than the Company's place of business, the Customer shall, in all cases other than export sales, provide the labour necessary to the Company to unload and stack the Goods free of charge to the Company. The Customer shall ensure that the delivery vehicle is unloaded within a reasonable time, and shall indemnify the Company against any loss or damage arising during unloading.
- (e) If for any reason the Customer fails to accept delivery of any of the Goods when they are notified to the Customers as being ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:
- (i) risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);
- (ii) the Goods shall be deemed to have been delivered to the Customer; and
- (iii) the Company may store the Goods until actual delivery to the Customer, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- (f) If the Company delivers to the Customer a quantity of Goods of up to 5% more or less than the quantity ordered and accepted by the Company, the Customer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall, and shall pay for such goods at the pro rata Contract rate.
- (g) Any typographical, clerical error or other omission in documents issued by the Company shall be subject to correction by the Company without liability on the part of the Company.
- (h) The Customer must examine the Goods immediately upon delivery, and within 7 (seven) days thereafter notify the Company in writing of any defects, and return any allegedly defective part or parts of the Goods to the Company or as the Company shall direct at the Customer's expense within 18 (eighteen) days of delivery. The Customer must pay to the Company the costs of any tests carried out to such allegedly defective part or parts of the Goods (such cost to be certified by the Company) together with the costs of return thereof to the Company, in the event that no liability attaches to the Company in respect of any defects of any Goods. Where damage occurs, not apparent on reasonable inspection, the Customer must notify the Company within 7 (seven) days of discovery of any such damage. In default, the Customer will be deemed to have examined and accepted the Goods.
- (i) The Company shall not be liable for any loss or damage caused by, or resulting from, any variation (for whatever reason) in the specifications or technical data of any outside manufacturer or, for any loss or damage arising out of curtailment or cessation of supply following such variation.
- (j) The Company will repair or, at its option, replace free of charge any part of the Goods lost or damaged in transit provided that (if the Company appoints the carrier) the Company and the carrier are given written notice of such loss or damage within the time required by the carrier's Conditions of Carriage. Alternatively, where delivery is made by the Company's own transport, the Company should be given written notice within 3 (three) days of the arrival of the Goods or, in the case of non-delivery, within 14 (fourteen) days of dispatch. This clause shall not apply to export sales.
- (k) The quantity of any consignment of Goods as recorded by the Company on dispatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery, unless the Customer can provide conclusive evidence proving the contrary.
- Customer on any account.
- (c) Until ownership of the Goods has passed to the Customer, the Customer shall:
- (i) hold the Goods on a fiduciary basis as the Company's bailee;
- (ii) store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company's property;
- (iii) not remove, destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (iv) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks, to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company; and
- (v) give to the Company information relating to the Goods as the Company may require from time to time.
- (d) The Customer may resell the Goods before ownership has passed to it, solely on the following provisions:
- (i) any sale shall be effected in the ordinary course of the Customer's business at full market value; and
- (ii) any such sale shall be a sale of the Company's property on the Customer's own behalf, and the Customer shall deal as principal when making such a sale.
- (e) The Customer's right to possession of the Goods shall terminate immediately if:
- (i) the Customer (being an individual) has a petition, receiving order in bankruptcy or bankruptcy order presented or made against him, or commits an act of bankruptcy, or makes or offers to make an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver is appointed of its undertaking or assets or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer (other than for the purpose of amalgamation or reconstruction), or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or
- (ii) the Customer suffers or allows any distress, execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or
- (iii) the Customer encumbers or in any way charges any of the Goods.
- (f) The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- (g) The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.
- (h) Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.
- (i) On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this clause 5 shall remain in effect.

### 5. RISK / TITLE

- (a) The Goods are at the risk of the Customer from the time of delivery.
- (b) Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
- (i) the Goods supplied to the Customer; and
- (ii) all other sums which are, or which become, due to the Company from the

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### 6. LAW

The validity construction and performance of any contract to which these Terms and Conditions apply shall be governed by the law of England and any disputes or claims arising out of or in connection with this Contract or its subject matter, shall be submitted to the English Courts.

### 7. PAYMENT

- (a) Subject to the establishment of an approved credit account with the Company, payment by the Customer is due within 30 (thirty) days of the date of the invoice.
- (b) If the Customer fails to pay the Company by the due date for payment, the Company may either suspend all further deliveries of Goods or performance of services until payment is made in full, or cancel the order and any subsequently ordered Goods insofar as any such Goods remain to be delivered or services remain to be performed thereunder.
- (c) The Company reserves the right to charge interest on any amounts outstanding when payment has not been made on the due date for payment at the rate (both before and after judgment) of 2 (two) per cent above HSBC base rate for the time being, calculated on the outstanding balance from the due date for payment up to and including receipt by the Company of payment.
- (d) Any sums paid by deposit, retainer or prepayment are not refundable in the event of a Customer cancelling an order. The Company reserves the right at any time, and at its sole discretion, to demand security for payment before continuing with or delivering any order.
- (e) Payment of the price for the Goods is due in pounds sterling.
- (f) No payment shall be deemed to have been received until the Company has received cleared funds.
- (g) All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.
- (h) The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, deduction, withholding, abatement or otherwise, unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

### 8. GUARANTEE OF QUALITY

- (a) The Company shall have the right, whether before or after the date of the order, to alter the specification of the Goods, or any part thereof, provided that such alterations shall not adversely affect the performance of the Goods.
- (b) Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company.
- (c) The Company warrants that (subject to the other provisions of these Terms and Conditions) on delivery, and for a period of 36 (thirty six) months from the date of delivery, the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- (d) The Company shall not be liable for a breach of the warranty in clause 8(c) unless the Company receives notice in writing from the Customer within the warranty period referred to in clause 8(c) of a breach of that warranty, is given a reasonable opportunity, after receiving the notice, of examining such Goods, and provided also that the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost for the examination to take place there.
- (e) The Company shall not be liable for a breach of the warranty in clause 8(c) if:
  - (i) the Customer makes any further use of such Goods after giving notice to the Company in accordance with clause 8(d); or
  - (ii) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
  - (iii) the Customer alters or repairs such Goods without the written consent of the

- Company; or
- (iv) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- (f) Subject to clause 8(d) and clause 8(e), if any of the Goods do not conform with the warranty in clause 8(c), the Company shall, at its option, repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Customer shall, at the Company's expense, return the Goods or the part of such Goods which is defective to the Company.
- (g) If the Company complies with clause 8(f) it shall have no further liability for a breach of the warranty in clause 8(c) in respect of such Goods.

### 9. USE OF THE GOODS

Where the Goods are plant for use or operation at work (or are components for such plant), it is the Customer's responsibility to ensure that proper standards of safety are maintained in using the Goods and (without limitation) to pass on all instructions regarding such use to personnel and to arrange for their training in such use where appropriate. This obligation shall extend to taking all reasonable steps to ensure compliance with the Health and Safety at Work etc. Act 1974 in the event of sale on or other supply by the Customer.

### 10. INTELLECTUAL PROPERTY

- (a) The Company will indemnify the Customer against any claim for infringement of Letters Patent, Registered Design, Trade Mark or Copyright ("Intellectual Property Rights") arising by the use or sale of any of the Goods, against all costs and damages which the Customer may incur in any action for such infringement, or for which the Customer may become liable in any such action. Provided always that this indemnity shall not apply to any infringement which is due to the Company having followed any instructions furnished or given by the Customer, or to the use of such Goods in a manner, or for a purpose, or in a foreign country, not specified by, or disclosed to the Company, or to any infringement which is due to the use of the Goods in association or combination with any other goods not supplied by the Company. And provided also that this indemnity is conditional upon the Customer giving to the Company notice in writing within 7 (seven) days of any claim being made, or action threatened, or brought against the Customer, and on the Customer permitting the Company at the Company's own expense, to conduct any litigation that may ensue and all negotiations of the claim. The Customer warrants that any instruction furnished or given by it to the Company in respect of the Goods, shall not be such as will cause the Company to infringe any intellectual Property Rights.
- (b) The Customer shall indemnify the Company for any loss, damage, expense or liability in any suit or proceedings based upon any claim for the infringement of Intellectual Property Rights brought against the Company resulting from the Company's compliance with the Customer's designs or specifications, and for any such infringement involving any marking or branding applied by the Company at the request of the Customer.

### 11. LIABILITY

- (a) Subject to these Terms and Conditions, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
  - (i) any breach of these Terms and Conditions;
  - (ii) any use made or resale by the Customer of any of the Goods, or of any product incorporating any of the Goods; and
  - (iii) any representation, statement or tortious act or omission, including negligence, arising under or in connection with the Contract.
- (b) All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- (c) Nothing in these Terms and Conditions excludes or limits the liability of the Company:

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- (i) for death or personal injury caused by the Company's negligence; or
- (ii) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (iii) for fraud or fraudulent misrepresentation.
- (d) Subject to clauses 9(b) and 9(c):
- (i) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract, shall be limited to the Contract price; and
- (ii) the Company shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill, in each case, whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
- (e) This clause 11 shall survive termination of the Contract.

### 12. FORCE MAJEURE

- (a) The Company shall not be liable to the Customer to the extent that fulfilment of its obligations to the Customer under the Contract has been prevented, hindered or delayed by force majeure, as herein defined.
- (b) For the purpose of this clause 12, "force majeure" shall mean any circumstance beyond the control of the Company and shall include (without limitation):
  - (i) riot, civil, commotion, war, rebellion, national or international emergency, strikes, lockouts or other labour disputes;
  - (ii) restriction or damage due to natural cause, floods, fires, storms, explosions or breakdown of machinery;
  - (iii) any order of a local national or international authority;
  - (iv) shortage of labour equipment, materials or supplies; or
  - (v) transportation embargoes, or failure or delays in transport or utility services.

### 13. REGULATIONS

The Customer warrants that it has complied with every applicable lawful requirement or instruction and (without limitation) that it has obtained every necessary licence, permit or authority that may be required in connection with the supply of Goods and services to be carried out under the Contract.

### 14. DEFAULT INSOLVENCY

Without prejudice to any other right or remedy which the Company may lawfully enforce or exercise, if the Customer shall commit a breach of any of its obligations to the Company under this Contract, or any other contract, or if the any of the events referred to in clause 5 (e) occur in respect of the Customer, then the Company may, without notice:

- (a) suspend or determine the Contract or any unfulfilled part thereof or any other contract between the Company and the Customer: and/or
- (b) stop any Goods in transit; and/or
- (c) recover any Goods from the Customer's premises for which payment has not been made in full. Any cost incurred by the Company during the process of recovering Goods from the Customer's premises for which payment has not been made in full, would be regarded as the debt of the Customer to the Company.

### 15. GENERAL

- (a) The Customer shall not assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or its interest in the Contract without the written consent of the Company.
- (b) Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- (c) If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and deleted, and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

- (d) Failure or delay by the Company in enforcing, or partially enforcing, any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- (e) Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- (f) The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

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