5. **The Goods**

(a) The Goods are described in the Specification for Goods. The Seller shall comply with the Specification for Goods in material respects. Any stated dimension or weight set out in the Specification for Goods shall be approximate or ideal only.

(b) All performance figures, descriptions (other than any description set out in the Specification for Goods), drawings and samples of Goods are approximately only being intended to serve merely as a guide to the Buyer and shall not form part of the Contract. No Contract shall be a contract by sample.

(c) The Seller shall be responsible for the Goods in respect of **Force Majeure Event** for the purpose of making changes to the Goods which it can establish to the reasonable satisfaction of the Buyer that it is impracticable to comply with any Order Acknowledgment.

(d) If required by any applicable statutory or regulatory requirements.

(e) The Seller may increase the price of the Goods by giving notice in writing to the Buyer at any time before delivery in the reflection of any increase in the cost of delivering the Goods or otherwise.

(f) No claim or dispute arising from the price of Goods shall be considered by the Buyer as a reason for not accepting delivery of the Goods, or in any way affecting the rights of the Seller.

(g) The Buyer may refuse to accept delivery of the Goods when the Seller, or the Buyer reasonably believes that any such event is about to happen and for a period of twelve (12) months from the date of delivery such Goods shall:

(i) conform with the Specification for Goods; and

(ii) be free from material defects in material or workmanship.
10. Period of Supply

(a) Unless otherwise specified in the Order Acknowledgement, the agreement for the supply of the Services shall be for a period of one year from the date that there is an Order Acknowledgement to the Buyer in accordance with Condition 3 (the "Term for Services").

(b) The Seller reserves the right to increase its price for the Services at any time during the Term for Services. The Seller will notify the Buyer in writing of any such increase not less than eight (8) weeks before the proposed date of the increase. If such increase is not acceptable to the Buyer, it shall notify the Seller within two (2) weeks of the Seller’s notice and the Seller shall have the ability to terminate the agreement without limiting its other rights or remedies, to terminate the Contract by giving four (4) weeks’ notice in writing to the Buyer.

(c) The Buyer agrees to provide the Seller with any information the Seller reasonably requires concerning information and use of the Goods, to allow the Seller to comply in full with any relevant export legislation.

SUPPLY OF SERVICES

12. Period of Supply

(a) Unless otherwise specified in the Order Acknowledgement, the agreement for the supply of the Services shall be for a period of one year from the date there is an Order Acknowledgement to the Buyer in accordance with Condition 3 (the "Term for Services").

(b) The Seller reserves the right to increase its price for the Services at any time during the Term for Services. The Seller will notify the Buyer in writing of any such increase not less than eight (8) weeks before the proposed date of the increase. If such increase is not acceptable to the Buyer, it shall notify the Seller within two (2) weeks of the Seller’s notice and the Seller shall have the ability to terminate the agreement without limiting its other rights or remedies, to terminate the Contract by giving four (4) weeks’ notice in writing to the Buyer.

13. Performance of Services

(a) The Seller agrees to provide the Services in accordance with the Specification for Services in all material respects, and to supply as necessary spare part or replacement parts and/or consumables, to the Buyer’s reasonable requirements as set out in the Specification for Services in its Order Acknowledgement to the Buyer in accordance with Condition 3 (the "Term for Services").

(b) If the Seller agrees to supply spare parts or replacement parts and/or consumables, such supply will be made on a reasonable and commercially practicable basis.

(c) Any stated performance date is an estimate only and time of performance for the Services shall not be of the essence. The Seller shall use reasonable endeavours to meet any stated performance date.

14. SUBJECT TO CONDITION 13(G), ANY DELAY IN THE PERFORMANCE OF THE SERVICES SHALL NOT BE LIABLE FOR ANY LOSSES (AS DEFINED), CAUSED DIRECTLY OR INDIRECTLY BY ANY DELAY IN THE PERFORMANCE OF THE SERVICES EVEN IF CAUSED BY THE SELLER’S NEGLIGENCE.

5. Payment

(a) The Buyer shall pay for the Goods, subject to Condition 15(d), the Seller invoice for the full purchase price of the Goods on or at any time after the completion of delivery of the Goods.

(b) The Buyer shall pay the invoices in the currency agreed in writing to the Buyer by the Seller, subject to Condition 15(d), within thirty (30) days of the invoice date or otherwise in accordance with any agreement or understanding, in writing to the Buyer by the Seller, subject to Condition 15(d).

(c) The Buyer shall pay the invoice without delay and in full and free of any deduction for non-performance or any set-off of amounts owed to the Buyer by the Seller, subject to Condition 15(d).

(d) The Seller reserves the right to charge interest on any overdue amount from the due date for payment, subject to Condition 15(d).

6. Delivery

(a) The Buyer shall inspect the Goods on delivery and the Seller shall be liable for any damages the Seller may incur in relation to any use of the Goods other than in strict accordance with the Seller’s instructions and Health and Safety at Work Instructions and any recommendations; or arising directly or indirectly out of any failure or diminution in performance of the Buyer’s plant or equipment or any part thereof which is caused directly or indirectly by a breach of this Contract by the Seller.

7. Performance of Services

(a) The Seller warrants that in providing the Services it will exercise reasonable care and attention and that it will comply with all applicable laws and regulations. However the Seller excludes liability for all losses which arise directly or indirectly due to any failure or diminution in performance of the Buyer’s plant or equipment or any part thereof.

(b) The Seller shall not be liable for any Losses Incurred by the Buyer arising directly or indirectly from any failure or diminution in performance of the Buyer’s plant or equipment or any part thereof.

(c) The Seller shall not be liable for any Losses Incurred by the Buyer resulting from the Buyer directly or indirectly withdrawing from the Contract.

(d) The Seller shall not be liable for any Losses Incurred by the Buyer resulting from the Buyer directly or indirectly withdrawing from any part of the Contract.

8. Access to Buyer’s site

(a) The Buyer shall provide the Seller with access to the Buyer’s site in accordance with the Specification for Services in the Seller’s Order Acknowledgement to the Buyer in accordance with Condition 3 (the "Term for Services").

(b) The Seller agrees to provide the Seller with any information the Seller reasonably requires concerning information and use of the Goods, to allow the Seller to comply in full with any relevant export legislation.

9. Returns

(a) The Seller shall not refund the Buyer for any amounts paid by the Buyer in the event that the Buyer returns the Goods (or part thereof) except with the Buyer’s prior consent in writing. Where such consent is given, the Buyer shall first return the Goods to the Seller at the Buyer’s expense, and pay any reasonable costs incurred by the Seller in returning the Goods to the Buyer. The Seller reserves the right to deduct from any refund to be paid to the Buyer an amount equal to such reasonable costs.

(c) If the Buyer returns the Goods, the Seller must be appropriately packed to protect them from being damaged in transit and be received by the Seller in a salable condition within twenty (20) Business Days of the date of the return to the Buyer. The term “Goods” within this Condition (b) has the meaning set out in Condition 6(a).

10. Instructions and Health and Safety at Work

(a) The Seller shall procure that the Seller’s employees, agents, consultants or subcontractors will not operate with each other in securing any such licenses or authorisations as may be required by law.

(b) The Seller shall procure that the Seller’s employees, agents, consultants or subcontractors will operate with the Seller in all matters relating to the Services.

(c) The Buyer agrees to provide the Seller with any information the Seller reasonably requires concerning information and use of the Goods, to allow the Seller to comply in full with any relevant export legislation.
(ii) in Pounds Sterling (or such other currency as the Seller may from time to time agree in writing) to a bank account nominated in writing by the Seller.

(g) Time of payment is of the essence in respect of all payments, unless otherwise agreed in writing by the Seller and Buyer.

(h) All amounts payable by the Buyer under the Contract or any other obligations of the Buyer to the Seller shall, on demand, be interest free, and the Seller shall be entitled to interest on all such amounts at the rate per annum as may from time to time be prescribed by the Debtors (Interest) Act 1998 in respect of late payment of commercial debts.

(i) Notwithstanding any other terms of these Conditions and of any Contract or any rights which the Seller may have against the Buyer, the Seller may, on payment in full of all amounts due by the Buyer to the Seller for the Goods or Services and for any other amounts owing in respect of the Goods or Services, repossess the Goods without prejudice to any of its other rights.

(j) The Seller shall not be liable for any Losses incurred by the Buyer in the event that any information that is publicised or otherwise disclosed to or by the Seller or its authorised representative, or out of use or disposal of or otherwise dealt with by the Seller, whether by way of sale, gift, lease, transfer, mortgage, charge, sub-contract or otherwise dispose of or otherwise deal with the Goods or Services.

(k) The Seller may, at its absolute discretion and without liability for fraud, at any time, demand the performance of any of the Buyer's obligations hereunder and to that effect may sue and recover any sums due from the Buyer hereunder without prejudice to the Seller's other rights and remedies, and the Buyer shall not have any right to be indemnified, reimbursed or repaid any amount paid to the Buyer hereunder.

10. Conditions Implied by Law

(a) Subject to and without limiting Conditions 19(a) and (b) or any other Condition, the Seller shall not be liable to the Buyer for any such refusal. The refusal shall be evidenced in writing to the Buyer within 28 days of the occurrence of the event giving rise to the refusal.

(b) Notwithstanding any other terms of these Conditions the Seller does not limit or exclude its liability for fraud or fraudulent misrepresentation or for damage or personal injury resulting from its negligence or the negligence of its employees, agents or subcontractors.

(c) The Seller's obligations in respect of limited warranties and all limitations and exclusions of the Seller's liability set out in these Conditions are reasonable and are reflected in the price of the Goods or Services (or both) and would have been included in the price if they had been discussed separately. The Seller has not omitted or included any terms or conditions which are mandatory or require an exclusion or limitation for the benefit of the Buyer.

(d) Subject to and without limiting Conditions 19(a) and (b) or any other Condition, the Seller shall not be liable to the Buyer whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any (A) and (B) or any other indirect or consequential loss arising directly or indirectly out of or in connection with any contract for the supply of Goods or Services which relates to these Conditions or (B) or any other indirect or consequential loss arising directly or indirectly out of or in connection with any contract for the supply of Goods or Services which that loss or damage is a direct or indirect loss or for any other indirect or consequential loss arising directly or indirectly out of or in connection with any contract for the supply of Goods or Services which relates to these Conditions or to the Buyer for any Losses incurred by the Buyer in the event that any information that is publicised or otherwise disclosed to or by the Seller or its authorised representative, or out of use or disposal of or otherwise dealt with by the Seller, whether by way of sale, gift, lease, transfer, mortgage, charge, sub-contract or otherwise dispose of or otherwise deal with the Goods or Services.

(e) The Seller shall have no responsibility for any Losses incurred by the Buyer in the event that any information that is publicised or otherwise disclosed to or by the Seller or its authorised representative, or out of use or disposal of or otherwise dealt with by the Seller, whether by way of sale, gift, lease, transfer, mortgage, charge, sub-contract or otherwise dispose of or otherwise deal with the Goods or Services.

(f) The Seller may terminate the Contract immediately by giving notice in writing to the Buyer if:

(i) the Buyer fails to make any payments due under the Contract on the due date for payment; or

(ii) the Buyer otherwise breaches the Contract and the breach is notified in writing to the Buyer within 14 days of its occurrence by the Seller.

(g) When the Seller gives the Buyer 14 days notice under paragraph (f)(i) or (f)(ii) the Seller is entitled to a refund of any sums paid in respect of the Goods which are not supplied by the Seller or the Goods are returned to the Seller.

(h) The Seller terminates the Contract by giving written notice to the Buyer, the Seller may rescind the Contract and recover any sums paid by the Buyer in respect of the Goods or Services.

(i) The Seller may terminate the Contract by giving written notice to the Buyer, the Seller may rescind the Contract and recover any sums paid by the Buyer in respect of the Goods or Services.

(j) The Seller may terminate the Contract by giving written notice to the Buyer, the Seller may rescind the Contract and recover any sums paid by the Buyer in respect of the Goods or Services.

(k) The Seller may terminate the Contract by giving written notice to the Buyer, the Seller may rescind the Contract and recover any sums paid by the Buyer in respect of the Goods or Services.

(l) The Seller may terminate the Contract by giving written notice to the Buyer, the Seller may rescind the Contract and recover any sums paid by the Buyer in respect of the Goods or Services.

(m) The Seller may terminate the Contract by giving written notice to the Buyer, the Seller may rescind the Contract and recover any sums paid by the Buyer in respect of the Goods or Services.

(n) The Seller may terminate the Contract by giving written notice to the Buyer, the Seller may rescind the Contract and recover any sums paid by the Buyer in respect of the Goods or Services.

(o) The Seller may terminate the Contract by giving written notice to the Buyer, the Seller may rescind the Contract and recover any sums paid by the Buyer in respect of the Goods or Services.
This Condition 23 shall survive termination or cancellation of the Contract.

24. Notices

(a) Any notice to be given by the Buyer under these Conditions or any relevant Contract to the Seller shall be in writing and given by prepaid first class post or hand delivered to Spirax Sarco Limited, Charlton House, Cheltenham, Gloucestershire, GL53 8ER for the attention of the Seller’s Company Secretary or to such other address or for the attention of such person as the Seller may notify to the Buyer.

(b) Any notice to be given by the Seller under these Conditions or any relevant Contract to the Buyer shall be in writing and given by prepaid first class post or hand delivered to any address from which the Seller has received communications from the Buyer in connection with these Conditions or the Contract.

(c) Notices shall be deemed to have been received:
   (i) if sent by prepaid first class post, two (2) Business Days after posting (exclusive of the day of posting); or
   (ii) if delivered by hand, on the day of delivery.