AAF Ltd. TERMS AND CONDITIONS OF SALE (GOODS AND SERVICES)

AAF	AAF Limited registered in England and Wales with company number 00875806.
Alternative Supplier	has the meaning given in clause 16.2.
Brexit	has the meaning given in clause 16.
Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Commencement Date:	has the meaning given in clause 2.2.
Conditions	these terms and conditions as amended from time to time in accordance with clause 17.8.
Contract	the contract between AAF and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
Construction Act	The Housing Grants, Construction and Regeneration Act1996.
Controller, processor, data subject, personal data, bersonal data breach, processing and appropriate echnical measures	have the meanings given to them in the Data Protection Legislation
Customer	the person or firm who purchases the Goods and/or Services from AAF.
Data Protection Legislation	the UK Data Protection Legislation andany other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
Deliverables	the deliverables set out in the Order produced by AAF for the Customer.
elivery Location	has the meaning given in clause 4.2.
Force Majeure Event	has the meaning given to it in clause 16.
Goods	the goods (or any part of them) set out in the Order.
Goods Specification	any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and AAF.
ntellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, more rights, tradewises and service markets, business and cossing off or unfair competition, rights in designs, first the competition of the stataster rights, rights to use, and protect the confidentially of, confidential information, including know-how and trade secrets), and all other intelectual information including know-how and trade secrets), and all other intelectual all applications and rights to apply for and the granter, networks or extremised and rights to calm priority from, such rights and all similar or equivalent rights part of the work.
Order	the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.
Services	the services, including the Deliverables, supplied by AAF to the Customer as set out in the Service Specification.
Service Specification	the description or specification for the Services provided in writing by AAF to the Customer.
AAF Materials	has the meaning given in clause 8.1.8.
UK Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (IEU) 2016/679; the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/59/EC) (as updated by Directive 2009/13/EE) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/24/26) as amended.
ersonality). A reference to a statute or statu	person, corporate or unincorporated body (whether or not having separate leg- ubry provision is a reference to it as amended or re-enacted. Induding, include, in particular, for example or any similar expression shall be construe
 Basis of contract 	ncluding, include, in particular, for example or any similar expression shall be constru- the sense of the words, description, definition, phrase or term preceding those terr n offer by the Customer to purchase Goods and/or Services in accordance with th

- The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these 2.2. The Order shall only be deemed to be accepted when AAF issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).
- and on which date the Contract shall come into existence (Commencement Date). 2. Any samples, fawings, descriptive matter or advertising issued by Arfan dary descriptions of the Goods or hittostations or descriptions of the Services contained in Ae's catalogues or brochures are issued or published in the service of the contract or have any contractuated force. 2. Any sample, or which are impletely trade catalogues or brochures are issued or published or incomparise, or which are impletely trade, catalogues or other terms that the Customer seeks to impose or incorporate, or which are impletely trade, custom practice or course of dealing. 2. Any quadition given by AdF shall not constitute an offer, and is only valid for a period of 30 days from its date Customer.
- 2.6. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- The other is specified. Sum apply to the suppy of both doods all behaviors backper where explanation to one of oods? The Goods are as described in any applicable Goods Specification (where Goods are not catalogue Goods) or as described in AFX statagoue as mouthful of at all by any applicable Goods Specification. Supplied by (including any direct, Indirect or consequential) losses (to so of profil, loss of specification supplied by (including any direct, Indirect or consequential) losses (to so of profil, loss of profil, loss of profil, loss of profil, loss of any applicable Goods and there are also of the source of the s
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- èxpenses încurred by APA ês a result or or in continecturi virui un cuncimitante. Nivery of Cools Unless otherwise agreed in writing between APF and the Customer, delivery shall occur ex works, and the Customer shall collect, the Cools from APA's pareness at Besangton Industrial Estate. Cramitington, Northumberand, England, M-ESA SPA or such other location as may be agreed with the Customer shall collect of the cost shall be compared to the cost of the cost and the cost shall be cost and the cost shall be cost shall be compared on the cost of the cost of the cost shall be cost and unless otherwise agreed in writing between the parties. Any dates guided to deliver of the Costs are agroardmate only, and the line of delivery in a for the essence unless otherwise agreed in writing between the parties. Any dates guided is caused by a force Mejarez Event of the Customer Shall not be liable for any delay in delivery of the Costs and the compared between the parties. Any dates guided the the costs are agreed any other instructions that are relevant to the supply of the Goots. If AF fails to deliver of the Casts are stall parts to lice of the Customer Shall not be liable for any delay in delivery of the Costs that the compared between the customer stall parts the top device of the Customer Shall not be liable for any delay in delivery and the Costs and the supplicit of the customer stall not be liable for any delay in delivery and the fails to the the Costs. In Stall hot be casts and express incurred by the Customers and the customer stall and the location are parties in the advect and the supplicit of the Customer stall not be casts and express incurred by the Customers and the customer stall other tops costs and express incurred by the Customers and the customers and the customers and the supplicit of the costs and stall on the customers and the supplicit of the Customers and the supplicit of the customers and the supplicit of the costs and the supplicit of the customers and the supplicit of the customers and the s
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- delivery instructions or any other instructions that are relevant to the supply of the Goods. If APF fails to deliver the Goods, is installing shall be limited to the cods and expresses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the scalased by a Fore Majeure Event of the Customer's failure to provide APF with adequate delivery instructions for the Customer and the Customer's failure to provide APF with adequate delivery instructions for the Coods or any relevant instruction related to the supply of the Goods at the time stated for delivery or where delivery is to a Delivery Location of there that APFs premises) fails to give APF adequate delivery relevant to the Coods or any relevant. Instruction related to the supply of the Goods at the time stated for delivery or where delivery is to a Delivery Location of there that APFs premises) fails to give APF adequate delivery relevant to the Coods or any relevant Contract in respect to the Coods. APF adequate delivery relevant to the Coods or any relevant contract in respect to the Coods APF addition and the temperature of the relevant to the Coods or the Coods or the Coods or the Coods APF addition and the April addition and the APF may deliver the Coods by installements, which shall be involved and paid of respective. Can charge the Coods are the Coods of respective Coods or the Coods APF addition and the Coods or the stated of the Coods of the Social APF may deliver the Coods by relevant to Coods of the Social APF may deliver the Coods of the Social APF may deliver to Coods of the Social APF may deliver the Coods of the Social APF may deliver the Coods
- AAF may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery of defect in an instalment shall not entitle the Customer to cancel any other instalment or to treat the contract as a whole as repudiated.
- ailty of Goods Subject to the conditions set out below, AAF, warrants that that the Goods will correspond with their Specification at the time of delivery and will be free from defects in material and workmanning for a period of 12 (twelve) calendari months from delivery (or any longe period agreed in writing by AAF, The Castomer shall be responsible for arranging leading and inspection of the Goods at AAF's permisses before Goods with would be apparent on inspection and which is made after shipment, or for in respect of any damage during transit. Subject to clause SS and where the Castomer has notified AAF of a claim based on any defect in the quality or 5.2.
- Subject to dates 5.4 and where the Customer has notified AAF of a claim based on any defect the quality or continion of the Goods or their failure to correspond with the Goods Specification, AAF shall, at the quality or or replace the defective Goods (or part of such Goods) free of charge, or refund the price of the defective Goods in full provided that:
- provided that: the Customer has given notice in writing within 7 (seven) days from the date of delivery or (where the defect or failure, was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure;
- 5.3.2. AAF is given a reasonable opportunity of examining such Goods; and 5.3.3. the Customer (if asked to do so by AAF) returns such Goods to AAF's place of business at the Customer's and an anti-place of the second second
- cost. A8 Fahl not be liable for the Goods' failure to comply with the warranty in clause 5.1 if: 5.4.1. the Castomer makes any further use of such Goods after giving a notice in accordance with clause 5.3; 5.4.2. the clater targe because the Castomer failed in 100m APF or oal or written instructions as to the practice (and the Customer shall ensure in keeps and makes available to APE promptly on regular program written records of all regar maintenance and makes available to APE promptly on regular program written records of all regar maintenance and other work carded out on Goods by it or by any titrid
- statistics of an repair, manufernance and outer work carried out of doubs by it of by any bind parties;
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- 5.4.3. The defect arises as a result of AF-Following any drawing, design or Goods Specification supplied by the Customer alters or repairs such Goods without the number of Reality and the second ano
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- 6.1.1. In the case of Goods to be delivered to the Customer at AAPs premises, at the time when AAP notlines of the customer that the Goods are available to collection; and the customer that the Goods are available to collection; and the customer that the Goods are available to collection; and the customer that the Goods are available to collection; and the customer to the Goods and any other customer that the Collection; and the customer that the Goods and any other cools the Lustomer turn HAP receivers power in full (in Castomer in the Goods and any other cools shall press start the time of payment in full (in casto customer in the Goods and any other cools shall press start the time of payment in full (in casto customer in the Goods and any other cools hall pass start the time of payment in full (in casto customer in the Goods and any other cools hall pass start the time of payment in full (in casto customer in the Goods and any other cools hall pass start the time of payment and all such sums: 6.3. In that the Cools and pass start pass starts bable; 6.3.1. In the Cools on a discust pass start pass starts bable; 6.3.3. In other move, deface or obscure any identifying mark or paschaging on or relating to the Cools; 6.3.4. maintain the Coods in adistificativy condition and keep them insured against all risks for their full price on AP4 such dimension subject to any of the events listed in clause 14.2.2 to clause 14.2.4; 6.3.6. and the such dimension relation to the cools as able such dimension from the time for the time for the full for the full payment hall in castomer for the start of the such dimension for the time for the parent dimension. The cools in adistificativy condition and keep them insured against all risks for their full price on AP4 such dimension relation the the odo diverses of the such dimension relation the foods in adistificativy condition and keep them insured against all risks for their full price on AP4 such dimension relation the foods asuch addistrest of delivery; 6.3.5. and the suc
- 6.3.6. give AAF such information relating to the Goods as AAF may require from time to time.
 6.4. AAF shall be entitled at any time to require the Customer to deliver up the Goods to AAF and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer and up third party where the Goods are

- stored and repossess the Goods, and this clause 6.4 shall survive termination. 6.5. Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business, but not otherwise) before APF receives apprendit for the Goods. However, if the Customer results the Goods before that
- time the back of the contract prime in the contract inter-contract in the contract in the cont
 - immediately; and 6.6.2. AFF may at any time: 6.6.2.1. require the Customer to deliver up all Goods in its possession which have not been resold, or merical second of the Customer table to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- Supply of Services
 AF shall supply the Services to the Customer in accordance with the Service Specification in all material
- Are status supply the derived as the development. The meet any performance dates for the Services specified in Service Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
 Are reserves the right to annot the Service Specification if necessary to comply with any specificate law or ARP shall not be of the Services, and ARP shall not be of the Services, and C. Asthorner shall be customer that the Services will be provided using reasonable care and skill.
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- - ensure that the terms of the Order and any information it provides in the Service Specification are complete and accurate, and provide AAF any necessary information relating to the Services within sufficient time to allow AAF to perform the Contract;
 - suncessmine of activity of the performance in the services; or operate with AAF in all matters relating to the Services; provide AF, its employees, agents, consultants, and the Sartifus and the services to the Customer's Services; Services;

 - 6.1.3 permissic, fortice subcommodation and other flacitities as reasonably required by ABF to provide the Services.
 8.1.4 provide AAF with such information and materials as AAF may reasonably require to yaAF to supply the Services and ensure that such information is complete and accurate in a material areasonably required by ABF to supply the Services and ensure that such information is complete and accurate in a material areasonably required by ABF to supply the Services above the data on which the Services are to start.
 8.1.6. Uption and maintain all necessary licences, permissions and consents which may be required for the Services after the task on which the Services are to start.
 8.1.7. comply with all applicable laws, including health and safety laws:
 8.1.8. keep all materials, equipment, documents and dother property of APF (AAF Materials) af the Customerge and not dispose of or use AAF Materials other than in accordance with APF's written instructions or authorisation; and upties other as a to ut in the Service Specification and the Goods and not dispose of or use AAF Materials other than in accordance with APF's written instructions or authorisation; and complexity instrumed and instrume that a complexity of ABF to a complexity.
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 If AFS performance of any of its obligations under the Contract is prevented or delayed by any act or omission
 by the Castomer or failure by the Castomer to perform any relevant obligation (Castomer Default;
 82.1. without limiting or affecting any other right or remedy available to LAS shall neve the right to suspend
 performance of the Services until the Castomer remedy available to LAS shall neve the right to suspend
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 9.1.2. shall be explosive of all costs and charges of packaging, insurance, transport of the Gods, which shall
 9.2. The charges for Services shall be calculated to all me and materials basis:
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- 9.2.3. AAF shall be entitled to charge an overtime rate of 150% of the daily fee rate on a pro-rate basis for each product by yet in ray more when the individuals whom it requesses in the Services including the charge the context outside the house shall be entitled to charge the Customer for any courses reasonably incurred by the individuals whom it requests in the context. The services including traveling expensions, hold the context of the Services including traveling expensions, hold costs shall be entitled to charge the Customer for any courses reasonably incurred by the individuals whom it requests in the cost of the services including traveling expensions, hold costs shall be reasonable for compriving with any legislation or regulations gowening the importation of Goods into the country of destination and for the payment of any duties thereon.
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- thp AAF's premises, when AAF holdies the Cuistymer (that Goods are ready for delivery). In respect of Services, AAF stall invoice the Cuistomer on completion of the Services.
 86. Where the Contract is a 'construction contract' for purposes of the Construction et the following payment the services.
 87. Where the Contract is a 'construction contract' for purposes of the Construction et the following payment the Services.
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 89. The detect of the payment shall be the date of AFS' invoice paramet the dusc of the Construction et al. Construction et al. (a) the services and the basis on which that sum is calculated (Notified Sum);
 89.3. The final date for payment of AAF's invoice shall be 30 days after the due date.
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 - 9.6.4.2. the basis on which that sum is calculated (Pay Less Notice); and 9.6.5. (If the Customer fails to serve a Pay Less Notice pursuant to clause 9.6.4.) It must pay AAF the Notified Sum or if the Customer has failed to issue a notice pursuant to clause 9.6.2, the amount stated in AAFs invnice.
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- Sum or if the Customer has failed to issue a notice pursuant to clause 9.6.4 if must pay AAF the Notified invotor. Subject vision of the state of the Customer shall pay each invoice submitted by AAF: 9.7.1. within 30 days of the date of the invoice; and 9.7.2. In full and in classed funds to be bank account nominated in writing by AAF, and time for payment shall be of the essence of the Contract. All amounts synaphie by the Customer shall be abank account nominated in writing by AAF, and time for payment shall be of the essence of the Contract are exclusive of amounts in respect of value added tax. AFA for the Customer, the Qustomer shall on receipt of valid VAT invoices used of the Senter of the Senter and the Senter of the same of the Senter of the same of the Senter of th 9.9
- requiring a process and the entropy of the entro
- anurur 9.9.2. cancel the Contract or suspend any further delivery of Goods or the provision of any further Services to the Customer under the contract or any other contract. 91.0.41 amounts due under the Contract of any outer contract. 91.0.41 amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding of tax as required by law).
- Withharding (user user any vocacion a manager of the consection with the Services (other than Intellectual 10.1.All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property hights in any materials provided by the Customer shall be owned by AAF.
- 11. Data production and the second second
- and AAF is the procession. 11.3. Without projudice to the generality of clause 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to AAF for the duration and purposes of the Contract. 11. connection with the performance by AAF of its obligations under the Contract. 11.1. connection with the performance by AAF of its obligations under the Contract. 11.1.1. process that personal data only on the documented written instructions of the Customer vines AAF is required by Applicable Laws to otherwise process that personal data. Where AAF is relying on Applicable Laws as the basis for processing personal data, AAF shall printed processing required by Applicable Laws context and data. AF shall printed by Applicable Laws context and and approve the processing personal data, are shall be context and applicable Laws prohibit AAF from so notifying the processing required by the Applicable Laws unites these Applicable Laws prohibit AAF from so notifying the Difference and the Applicable Laws and the AF shall and connectionation messary. Review and an approved by AF APPLICAC and applicable Laws and applicable Laws prohibit AAF from so notifying the Difference and applicable Laws and applicable Laws prohibit AAF from so notifying the Difference and applicable Laws and applicable Laws prohibit AAF from so notifying the Difference and applicable Laws and applicable Laws prohibits APF from so notifying the Difference and applicable Laws and applicable Laws prohibits APF from so notifying the Difference and Difference and applicable Laws and applicable Laws prohibits APF from so notifying the Difference and Difference and applicable Laws and appl
- processing required by the Applicable Laws unless those Applicable Laws prohibit ARF from 50 notifying the customer, even that has in place appropriate technical and organisational measures, reviewed and approved by the Customer is protect against tumbries of unlevally processing of presential data and against accidential unsatification of the applicable technical and organisation of technical data and against accidential unsatification of the applicable technical and the applicable technical data and against accidential unsatification of technical and technical and technical and technical technical and te
- 11.4.3 ensure that an personal that could be a set of the set o
- 11.4.6 notify the Customer without undue delay on becoming awate un a personal data and copies thereof to the 11.4.7 at the written direction of the Customer cledet or return personal data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the personal data;
- IF ANY PART OF THE ABOVE CONDITIONS ARE NOT CLEARLY LEGIBLE, AN ENLARGED COPY WILL BE SENT ON REQUEST.

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11.4.8.maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the customer if, in the optionion d/AF, an instruction infinings the Data Protection Legislation.
11.5. Where required by AF, the Customer consents to AFF apocining, a third-party processor of personal data under the Contract. AFF contimer bits this activated or plate iccess imply built enter with the third-party processor which AFF underTakes relief and will continue to reflect the requirements of the Data Protection Legislation.
16. Ether part the Customer and AFF, AFF shall remain fully liable for all acts or missions of any third party processor appointed by it pursuant to this clause 11.
11.6. Ether party may, at any time on relies than 30 days' notice, revise this clause 11 by replacing it with any applicable controller.
10. Entripoint with additional clauses 0.
11.6. Controller the indegradies or similar terms forming part of an applicable certification.

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- Confidentiality
 12.1Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or AAFs of the other party, except as permitted by clause 12.2

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- 13.5.7.Indirect or consequential loss.
 13.5.7.Indirect or consequential loss.
 13.6.APF has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In very of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1379 and sections 3.4 and 5 of the Supply of Goods and Services A-1182 are, to the hultest locating the loss of the Supply of Goods and Services A-1182 are, to the hultest locating the loss of the Supply of Goods and Services A-1182 are, to the hultest locating the loss of the Supply of Goods and Services A-1182 are, to the hultest locating the loss of the Supply of Goods and Services A-1182 are, to the hultest locating the supply of Goods and Services A-1182 are, to the hultest locating the loss of the Supply of Goods and Services A-1182 are, to the hultest locating the supply of Goods and Services A-1182 are, to the hultest locating the supply of Goods and Services A-1182 are, to the hultest locating the supply of Goods and Services A-1182 are, to the hultest locating the supply of Goods and Services A-1182 are, to the hultest locating the supply of Goods and Services A-1182 are to the supply of Goods and Services A-1182 are to the locating the device and the service A-1182 are to the service that B-1347 on the day on which the Customer became, are of 118 having grounds to make a damin respect of the event and ball expire I A-1184 are services.

13.8. This chance 13 shall survive termination of the Contract.
14. Termination
14. Termination
14.1. Mithout affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party not less than 6 (sk) months' written notice.
14.2. Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party for the step of action of the party for a start of the other party is a native field by giving the other party is a native field by giving the other party is a native field by giving the other party is a native field by giving the other party is a native field by giving the other party is a native to the other party is a native field by giving the other party is a native field by giving the other party is a native field by giving the other party is a native field by giving the other party is a native field by giving the classification or any composition or arrangement with its creditors (ther finan in relation to a solvent by giving the step or action in connection with its entering administration, provisional light and the step or action is taken in another privation of the step or action is taken in another privation of the step or action is taken in another privation of the step or action is taken in another privation.

14.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

14.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a sustainal part of 16 business; or
14.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's pointing there party's capability to adequately fullif its obligations under the Contract has been placed in the other party's capability to adequately fullif its obligations under the Contract has been placed in the effect to grany other right or remedy available to 14. AF may terminate the Contract with immediate effect by gring written notes to the Costomer if:
14.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or 14.3.2 there is a change of control of the Customer if:
14.4.Without affecting any other right or remedy available to 14. AF may suspend the supply of Services or all further the customer is about to become subject to any of the areas 14.2.2 to clause 14.2.2 to clause 14.2.2 to clause 14.2.2.3.
15. Consequences of termination
15. 1.1 hermination of the Costract:
15. 1.2 he Customer shall immediately pay to AF- all of AF- suptaming under impact and interest and in novice, which shall be payable by the Customer immediately on receipt.
15. 1.2 her Customer shall meet dated as any of the customer's permises and take that a submit an invoice, which shall be payable by the Customer immediately on receipt.
15. 1.2 her Customer's part of the Customer's permises and take that the second on the submitted. AF- substantiation or the customer's permises and take sate shall be payable by the Customer's permises and take sate shall not a submitted or any creach of the Customer's permises and take sate shall not a submitted or any creach.
15. 1.2 her Customer shall not use then for any ruppose not constract.
15. 1.2 her Customer's permises and take on the date of termination or expiry.
16. Allow the vere course out t

10.3.5 m/g trianal continue in full force and ettec.
16 For Meilber party chall be in breach of the Contract nor liable for delay in performing or failure to perform any of its indigenerity chall be in breach of the Contract nor liable for delay in performing or failure to perform any of its indigenerity chall be in the cash of the Contract nor liable for delay in performing or failure to perform any of its indigenerity chall be force Majeure Event and in respect of AAF. Force Majeure Events shall include (without limitation) the UK casign to be an ember state of the European Inton (Bready and the Isos) of any right. Icose or permission by AAF which allows or allowed it to inport Goods into or provide Services in any EU member state of the inport Goods into or provide Services in any EU member state of the inport Goods into or provide Services in any EU member state of the inport Goods into or provide Services in any EU member state of the inport Goods into or provide Services in any EU member state of the inport Goods into or provide Services in any EU member state of the inport Goods into or provide Services in any EU member state of the inport Goods into or provide Services in any EU member state of the inport Goods into or provide Services in any EU member state of the inport Goods into or provide Services in any EU member state of the inport Goods in the provide Services in any EU member state of the inport Goods in the provide Services in any EU member state of the inport Services in the AF from security parts, components, share goods or services that AF requires for the production of Goods or the provide Services in the AF from security parts, components, and the good services in the AF requires for the production of Goods or the provide Services in the AF from security parts, components, and the good services in the AF requires for the production of Levices and the activate of the competition of Services in the AF requires for the security parts device or uninter is tigetified.

junes or succontractors. ere a Force Majeure Event delays or prevents AAF from providing Goods and/or Services under a Contrac-zacke of any non-performance of its suppliers or subcontractors, and an alternative supplier is identified it, in AAFs solie discretion, is a suitable supplier of replacement goods and/or services to AAF (Alternative golier), then:

Where a Force Majure t-term usery -because of any non-performance of its suppliers of subcomeases, and a supplier of replacement goods and/or services to year year that, in AAPs sole discretion, is a subable supplier of replacement goods and/or services to year year to be the supplier of the data is writing to the Castomer of any additional costs that would be incurred by AAF to be the supplier (including, writinul timitation, in relation to delivery, tax, increased cost of raw materias or components and any additional costs specified by AAF under clause 16.2.1, it may 16.2.2 is hold the Clastomer wish to incur the additional costs specified by AAF under clause 16.2.1, it may 16.2.3 to the end that the Alternative Supplier is writing and ables to supply AAF, AAF shall engage with the Alternative Supplier, and the supplier and the clastomer shall pay those and any additional costs identified by AAF in addresses to be to a supply AAF, AAF shall engage with the Alternative Supplier, and

payment terms set out in dause 9. 16.3 Should the Lustomer refuse to pay any additional costs specified by AAF in accordance with clause 16.2.1, the force majeure provisions set out in clause 16.1 shall apply to AAF's obligations in respect of the supply of Goods and/or Services, and AAF shall be under no turber outly to midgate the effects of the roce Majeure Event.

7. Leheral 17.1. Assignment and other dealings 17.1.1.Ask move at any time assign mortgage, change subcontract, delagate, declare a hust over or deal in any 17.1.1.Ak move at any time assign the start mortgage, change, subcontract, delagate, declare a hust over or deal in any other manner with any of its rights and obligations under the Contract.

Any notice given to a party under or in connection with the Contract shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision by the party giving the notice.

Severance considered and the production of the Contract is to the comes invalid. Illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed detected. Any modification to or detection of a provision or part-provision under this clause 17.3 shall not affect the validity and enforceability of the resid the Contract.

Test to the contract. 1.4. Waiver A waiver any right or reaction of any consequent dight or remedy. A failure or keller by a farty to exercise any right or termedy model under the contract or bigs values on inclusions are values of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy model under the contract or by any shall be demend to any other right or remedy. No single or any right or remedy notice under the contract or by law shall prevent or restrict any further exercise of that or any other right or remedy. Noting in the Contract is intended to, or shall be deemed to, establish any partnership or joint verture between the patience, constitute titler partly the agent of the other, or authorise their partly on event or restrict any test or the other does not be added to the other or authorise and eventure and event

we particle, consource rules page the agent of the other, or authorise either party to make or enter into any commitments for or on belief of the other party.
 17.6. Entire agreement
 17.6. Entire Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assumances, warranties, representations and understandings between the thermal wither written or on relating to its subject matter.
 17.6.2. Each party acknowledges that in entering into the Contract. It does not raity on add subject matter in moscing the subject matter or extension of the subject matter in the contract.
 17.6.3.2. Rothing in this datas estilai limit or exclude any liability for fraud.
 17.7.3.10. Rothing in this datas estimation back of name and encoded on the contract.
 17.7.11. The Contract.

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

Third Parties] Act 1990 to enforce any term or the contract.
 TA: Surfaidom
 TA: Surfaidom
 TA: Surfaidom
 TA: Surfaidom
 TA: Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in
 within an signed by the parties (or their automosed representatives).
 TA: AZ AFFs employees or agents are not authorized to make any salement, or onlise, assurance, werrantly
 in variable of the transmission of the Contract. The Contract shall be effective unless of informed
 in writing by AFF. In effecting in this contract, the Customer activorkeiges that I tokes on their your and
 waves any claim for breach of, any statement, promes, assurance, warrantly or representations which
 are also out in the contract or continned in writing by AFF.
 TA: Subtract or continned
 Each party shall comply with the provisions of the Britery Act 2010 and shall take all measures necessary to
 Each party shall comply with the provisions of the Britery Act 2010 and shall take all measures necessary to

Shipey Act Each party shall comply with the provisions of the Bribery Act 2010 and shall take all measures necessary to ensure that its employees, consultant and contractions to not do anything on behalf of that party which would constitute a breach of the Bribery Act 2010 by that party. Each party shall promptly report to the other party any incidents or allegations of holdrey in connection with a contract between the parties. Governing law The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in the low that and any dispute or claim (including non-contractual disputes or claims) arising out of or in the low to the advect and any dispute matter or formation shall be governed by and construed in accordance with universities.

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 daims) arising out of or in connection with the contract or its subject matter or formation.

regions the Contract is a "construction contract" for purposes of Section 104 of the Construction Act either petry may refer a disput arising in relation to the Contract to adjudication at any time under Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations which shall take effect as if it was incorporated into this clause.