

TERMS AND CONDITIONS OF SUPPLY
United States/Latin America

1. DEFINITIONS

In these Conditions:

- (a) **"Affiliate"** means any entity that controls, is controlled by, or is under common control with a party, and **"control"** means the ability, directly or indirectly, to direct the management and policies of another by means of ownership, contract, or otherwise.
- (b) **"Commencement Date"** has the meaning set out in Condition 2(b).
- (c) **"Company"** means the Smiths Detection company identified in the Quotation.
- (d) **"Contract"** means the contract between Company and Purchaser for the supply of Goods, Services or Software in accordance with these Conditions.
- (e) **"Conditions"** means these terms and conditions of supply.
- (f) **"Data Protection Legislation"** means all applicable state and federal laws, statutes, regulations, rules, guidelines and codes from time to time in force relating to the processing of personal data and data privacy, and any successor legislation that replaces, extends, re-enacts, consolidates or amends any of the foregoing. **"Personal Data," "Personal Data Breach," and "Process"** (and similar terms) are as defined in the applicable Data Protection Legislation.
- (g) **"e-Learning"** means Training Services made available digitally for independent learner access to Company's digital learning platform.
- (h) **"Force Majeure Event"** means any cause beyond Company's reasonable control including, without limitation, any of the following: act of God, exceptional adverse weather conditions, flood, storm, lightning or fire, strike or lockout, terrorist activity, the act or omission of Government or administrative or other competent authority, war, military operations or riot, national emergencies, outbreak of infectious disease, epidemic or pandemic (including, without limitation, Covid-19 restrictions).
- (i) **"Goods"** means any item of goods, hardware or equipment of whatsoever nature which is sold by Company to Purchaser.
- (j) **"ICC Incoterms"** means the latest International Chamber of Commerce's Incoterms as published from time to time.
- (k) **"Initial License Period"** has the meaning given in Condition 24(a).
- (l) **"Initial Software Maintenance Period"** has the meaning given in Condition 25(c).
- (m) **"Intellectual Property Rights"** means patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- (n) **"Instructor Led Training"** means Training Services delivered by a Company trainer at Company's or Purchaser's premises, or other location agreed between the parties.
- (o) **"Location"** means, if applicable, the physical location at which Software is to be installed.
- (p) **"Losses"** means losses, claims, causes of action, suits, damages, liabilities and expenses (including, without limitation, fees and disbursements of legal counsel and expenses of litigation).
- (q) **"Operator"** means the operator or user of Goods or Software.
- (r) **"Order"** shall mean Purchaser's order for the sale and purchase of Goods, Services and/or the licensing of Software, as set out in Purchaser's purchase order form or other written document between Company and Purchaser (individually **"Party"** and collectively **"the Parties"**).
- (s) **Order Acceptance** shall mean an acceptance by Company in writing of the Order by issue of an order confirmation, order acknowledgement or other written means.
- (t) **"Purchaser"** means the company, firm or individual who has bought, or agreed to buy, the Goods and/or Services and/or a license to use the Software, as the case may be.
- (u) **"Purchaser Delays"** means any delay by Purchaser in performing any contractual obligations or any other circumstances for which Purchaser is responsible, including, without limitation, failure or delays in providing any necessary access to Purchaser's location, failures or delays in preparing the site, failures or delays to attend testing (if required), provide adequate delivery instructions, take delivery, arrange shipment or import licenses, or be available for installation and/or training.
- (v) **"Virtual Training"** means Training Services delivered live by a trainer through digital means.
- (w) **"Quotation"** means the quotation provided to Purchaser by Company.
- (x) **"Renewal License Period"** means, unless otherwise specified in the Order Acceptance, a period of 12 months commencing on an anniversary of the commencement of the Initial License Period.
- (y) **"Renewal Software Maintenance Period"** has the meaning given in Condition 25(c).
- (z) **"RMA"** means Return Material Authorization.
- (aa) **"Software"** means any software programs to be licensed by Company to Purchaser, including any upgrades and updates to be licensed by Company, in each case as specified in the Order Acceptance.
- (bb) **"Services"** means all services, including without limitation maintenance and installation services and Training Services provided under the Contract.
- (cc) **"Software License Fees"** means the annual fees payable by Purchaser to Company in return for the grant of a license to use the Software during the

Initial License Period or Renewal License Period (as applicable), as set out in Order Acceptance.

- (dd) **"Software Maintenance Fees"** means the annual fees payable by Purchaser to Company in return for the provision of the Software Maintenance Services during the Initial Software Maintenance Period or Renewal Software Maintenance Period (as applicable), as set out in the Order Acceptance.
- (ee) **"Software Maintenance Services"** means the software maintenance services (if any) to be provided by Company to Purchaser, as described in the Order Acceptance.
- (ff) **"Software Warranty Period"** means a period of 90 days from the date of delivery or deemed delivery of the Software.
- (gg) **"Specification"** means, in relation to any Software, a description of the key features and functionality of that Software, as published or otherwise made available by Company from time to time.
- (hh) **"Training Services"** means the instruction or other training provided by Company in respect of the operation and/or maintenance of Goods sold or Software supplied by Company (which can be delivered in the form of e-Learning, Virtual Learning or Instructor Led Training).
- (ii) **"Working Day"** means a day other than a Saturday, Sunday, or federal holiday in the United States.

2. GENERAL

- (a) The Quotation does not constitute an offer to supply any Goods, Services or Software and is only valid for a period of 30 days from the date of issue, unless otherwise stated to the contrary on the face of the Quotation or otherwise in writing by Company. Notwithstanding the validity period of the Quotation, Company reserves the right to withdraw the Quotation at any time prior to the Order Acceptance.
- (b) Each Order or acceptance of a Quotation by Purchaser shall be deemed to be an offer by Purchaser subject to these Conditions. Purchaser shall ensure that each Order is complete and accurate. No contract exists unless and until there has been an Order Acceptance at which point and on which date the Contract shall come into existence (the **"Commencement Date"**).
- (c) The Order Acceptance whether or not based on a Quotation from Company shall, unless otherwise specifically agreed by Company in writing, be subject to these Conditions which shall apply to the exclusion of any other provisions contained in any document issued by Purchaser at any time before or after the Contract and, in particular, but without prejudice to the generality of the foregoing, contained in any Order or implied by law, custom, practice or course of dealing.
- (d) Unless otherwise stated in writing all descriptions, specifications, advertising, brochures, drawings and particulars of weights and dimensions submitted or made available by Company or otherwise contained in Company's handbooks, manuals, catalogues, brochures, price lists and other published matter, or on Company's website, are approximate only and none of these form part of the Contract (or any other contract) or give rise to any liability on the part of Company, being intended merely to present a general idea of the Goods, Software or Services as described therein.
- (e) The performance figures in respect of the Goods, Software or Services included in Company's specifications, product brochures, on Company's website, and other published matter are based on results obtained by Company in tests and Company accordingly gives no warranty that the Goods, Software or Services will be suitable for any particular use to which Purchaser may put them or how they will perform in such use or application.
- (f) Purchaser shall ensure that any of its employees, agents, contractors or representatives or other person to whom Purchaser shall provide the Goods, Software or Services shall receive a copy of any operator manual in respect of the Goods, Software or Services which is available from Company.

3. PRICE

- (a) Except as otherwise stated in these Conditions, the price of the Goods, Services and/or Software Licenses is the current price at the date of the Order Acceptance.
- (b) Company reserves the right to increase the price of the Goods, the Services and/or the Software License Fees by giving notice to Purchaser at any time before delivery to reflect any increase in the cost of the Goods, Services and/or licenses to use the Software to Company that is due to: (i) any request by Purchaser to change the mode or place of delivery, delivery date(s), quantities or types of Goods, Services and/or Software licenses ordered or Purchaser requesting any other alteration to the Contract; (ii) a request by Purchaser to make any modification to the Goods, Services and/or Software; (iii) increases in the cost of raw materials or other input costs; or (iv) any factor beyond the reasonable control of Company (including but not limited to foreign exchange fluctuations, increases in taxes and duties and price increases in labour, materials and other manufacturing or development costs).
- (c) Company reserves the right to increase charges for Goods, Services (including the Software Maintenance Services, the Software License Fees and/or the Software Maintenance Fees) on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase over the preceding 12-month period in an appropriate index chosen by Company, and the first such increase shall take effect on the first anniversary of the Commencement Date.

TERMS AND CONDITIONS OF SUPPLY
United States/Latin America

- (d) The price of the Goods includes the cost of basic packaging. The cost of any special packaging shall be determined at the date of invoice and shall be payable by Purchaser.
- (e) Where Company bears the cost of carriage of the Goods in accordance with the ICC Incoterm applicable to the Contract, the price for freight/carriage assumes that Goods will be transported by land or sea freight. Any cost for airfreight will be charged separately to Purchaser.
- (f) The price of the Goods and Services, and the Software License Fees and Software Maintenance Fees excludes sales tax and Value-Added Tax (VAT) which shall be charged at the prevailing rate at the time of invoice, if applicable.
- 4. PAYMENT**
- (a) In respect of Goods, Company shall invoice Purchaser 25% of the price of the Goods on or at any time after the Commencement Date. Company shall invoice the balance of the price of the Goods on or at any time after completion of each delivery in accordance with Condition 6(a), unless otherwise agreed in writing with Purchaser.
- (b) In respect of Services other than the Software Maintenance Services and the Training Services, Company shall invoice Purchaser 25% of the price of the Services on or at any time after the Commencement Date. Company shall invoice the balance of the price of the Services on or at any time after completion of the Services, unless otherwise agreed in writing with Purchaser.
- (c) The Software License Fees are payable annually in advance. Company shall invoice Purchaser for the first year's Software License Fees on or at any time after the Commencement Date, and for each subsequent year's Software License Fees, on or before or after each anniversary of the Commencement Date.
- (d) The Software Maintenance Fees are payable annually in advance. Company shall invoice Purchaser for the first year's Software Maintenance Fees on or at any time after the Commencement Date, and for each subsequent year's Software Maintenance Fees, on or before or after each anniversary of the Commencement Date.
- (e) In respect of Training Services, Company shall invoice Purchaser: (i) on acceptance of an Order for e-Learning and payment must be made before access to the e-Learning will be granted by Company; or (ii) upon, or at any time after, completion of the Training Services for Instructor Led Training and Virtual Training, unless otherwise agreed in writing with Purchaser.
- (f) Purchaser shall, except where other payment arrangements are specifically agreed in writing or are identified in the Order Acceptance, make full payment for the Goods, Services, and full payment of the Software License Fees and Software Maintenance Fees not later than 30 days after the date of the invoice relating thereto or, where permitted by applicable law, if earlier, on the day which a receiver of Purchaser's undertaking is appointed or upon which any act is done, or event occurs which is related to the insolvency of Purchaser.
- (g) If payment for the Goods or Services, or payment of the Software License Fees or Software Maintenance Fees is not made when due, then without limiting Company's other rights and remedies, Company may charge interest at the lesser of the rate of 1.5% per month or the highest rate permissible under New York law, calculated daily and compounded monthly. Purchaser shall also reimburse Company for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.
- (h) Time for payment shall be of the essence of the Contract.
- (i) Any failure to pay the price or any part thereof and other moneys payable by Purchaser hereunder when due will also entitle Company, at its option, to terminate the Contract, or to refuse to make delivery of any Goods or Services under the Contract or goods or services under any other contract with Purchaser and without incurring any liability whatsoever to Purchaser for any delay.
- (j) In addition to any lien to which Company may otherwise be entitled, Company shall, where permitted by applicable law, in the event of Purchaser being insolvent or failing to pay the fees due under the Contract or any other contract with Company, be entitled to a general lien on all goods of Purchaser in Company's possession for the unpaid price of the Goods or Services sold and delivered by Company under the Contract or any other contract and any Software License Fees or Software Maintenance Fees payable by Purchaser.
- (k) No defect in the Goods, Services or Software shall operate to interfere with the terms of payment.
- (l) Company reserves the right, where permitted by applicable law, to change the terms of payment whenever it reasonably appears that Purchaser's financial condition requires such change and may demand assurance of Purchaser's ability to pay whenever it reasonably appears that such ability is in doubt. Such demand shall be in writing and Company may, upon making such demand, stop production and/or suspend shipments hereunder without any liability whatsoever to Purchaser.
- (m) All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- (n) Purchaser shall, on receipt of a valid VAT invoice from Company, if applicable, pay to Company such additional amounts in respect of VAT as are chargeable on the supply of the Goods, Services, the Software License Fees and/or the Software Maintenance Fees at the same time as payment is due for the supply of the Goods, Services, Software License Fees and/or the Software Maintenance Fees.
- (o) Unless Purchaser can supply a valid sales tax exempt certificate or reseller certificate, Purchaser shall be responsible for any sales tax.
- 5. TRANSFER OF RISK AND TITLE IN GOODS**
- (a) All risk and title in and to the Goods shall transfer to Purchaser when delivery is completed in accordance with the ICC INCOTERM stated on the Order Acceptance.
- (b) Any Purchaser Delays shall result in immediate transfer of the risk of loss or damage to Purchaser and Purchaser shall be responsible for the procurement of insurance, if so desired, on the Goods.
- (c) Company shall have no liability for damage to the Goods unless notice of a claim is received by Company in writing within 3 days of the Goods being received by Purchaser.
- 6. DELIVERY**
- (a) Unless otherwise specified on the Order Acceptance, or otherwise agreed by the parties in writing, all shipments of Goods made by Company shall be Ex-Works Company's Designated Facility (ICC INCOTERMS). Notwithstanding the foregoing, all shipments to be exported outside of the country in which Company is located shall be FCA Company's Designated Facility (ICC INCOTERMS).
- (b) Unless otherwise stated in writing, any time or date for the delivery of Goods, Services or Software shall run from the date on which the Order Acceptance is communicated to Purchaser.
- (c) Any dates quoted for delivery and/or installation of the Goods, Services or Software are approximate only, and the time of delivery is not of the essence.
- (d) Where the Goods are delivered EXW (ICC INCOTERMS), Purchaser shall collect the Goods from Company's premises, or such other premises as Company may designate from time to time, within 3 Working Days of Company notifying Purchaser that the Goods are ready for collection. Where the Goods are not collected from Company's premises within 3 Working Days, this shall be a Purchaser Delay.
- (e) Delivery and Purchaser's acceptance of the Goods, and any Software that has been pre-installed on the Goods shall be deemed to have taken place at the earliest point in time at which risk in the relevant Goods passes to Purchaser under the applicable ICC Incoterm. Signature of any delivery note by any agent, contractor, employee or representative of Purchaser or by any independent carrier shall be conclusive proof of the delivery and Purchaser's acceptance of the Goods and any pre-installed Software.
- (f) Without prejudice to any rights of Company hereunder, if Purchaser shall fail to give on or before the agreed date of delivery all instructions reasonably required by Company and all necessary site access, documents, licenses, consents and authorities (which Purchaser is obliged under these terms and conditions or by law to obtain) for delivery of the Goods or if there is any other Purchaser Delay, Purchaser shall pay to Company all storage and insurance costs and any other out of pocket expenses incurred arising from such delay.
- (g) Purchaser shall be obliged to take delivery of the Goods, Services and Software when they are delivered or tendered for delivery in accordance with the Order Acceptance. Where Purchaser refuses or is unable (for any reason) to take or accept delivery of the Goods, Services or Software or if there is any other Purchaser Delay, Company shall have the right (without prejudice to its other rights) to invoice Purchaser in respect thereof (payment to be made within 30 days of the invoice date) and the Goods, Services and Software shall be deemed delivered. Company shall be entitled to invoice Purchaser for the reasonable costs of re-delivery, storage and all other handling costs arising directly or indirectly therefrom and Purchaser shall make payment to Company within 30 days of the invoice date.
- (h) Purchaser Delays shall be considered excusable delays for Company and result in a corresponding automatic extension of any agreed upon time for the performance of Company's obligations under the Contract. Company shall not be liable to Purchaser under any circumstances whatsoever for any penalty, damage or loss resulting directly or indirectly from any Purchaser Delays.
- (i) Company shall be entitled to make partial deliveries by instalments and (where Company has agreed to be responsible for delivery of the Goods to Purchaser) to determine the route and manner of delivery of the Goods and shall be deemed to have Purchaser's authority to make such contract with any carrier as Company may deem reasonable. If the route involves sea transit Company shall not be obliged to give Purchaser any notice.
- (j) Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Where delivery of the Goods is made in instalments, each instalment shall be construed as constituting a separate agreement to which all the provisions of these Conditions shall (with any necessary alterations) apply. Any delay in or defect in an instalment shall not entitle Purchaser to cancel or defer any other instalment.
- 7. GOODS WARRANTY**
- (a) Company warrants the Goods supplied by it against defective materials and defective workmanship for a period of twelve months from the date of delivery or deemed delivery (see Condition 6(g) above) provided Purchaser notifies Company in writing of any alleged defect within 30 days of its discovery.
- (b) All Goods being returned under warranty must be returned to Company in accordance with Company's RMA procedures in effect from time to time

TERMS AND CONDITIONS OF SUPPLY
United States/Latin America

and confirmed by Company to be subject to a manufacturer's defect in materials or workmanship.

- (c) Returned Goods which are confirmed by Company to be subject to a manufacturer's defect in materials or workmanship will be repaired or replaced at Company's discretion. Purchaser shall not have the right to engage a third party to complete repairs or provide replacement parts.
- (d) The use of refurbished parts by Company is expressly permitted.
- (e) Repaired or replaced Goods or parts will carry a warranty for the balance (if any) of the original warranty period only. The warranty will not be extended by any period of time that the Goods are unavailable for use.
- (f) No claim will be met by Company under this Goods warranty arising out of fair wear and tear, if the Goods have been incorrectly fitted, misused, kept in storage or immobilised for one year or more, subjected to neglect or abnormal conditions or involved in any accident or any attempt to repair, replace or modify has been made without the prior written authorization of Company or if they have been in any way dealt with contrary to any oral or written instructions issued by Company. For the avoidance of doubt, this Goods warranty is subject to and conditional upon all corrective and preventative maintenance services being performed exclusively by Company or by personnel who have been authorised by Company in writing and who perform maintenance in accordance with Company's prior written instructions.
- (g) Goods and parts that are consumed in normal operation are not covered by this Goods warranty.
- (h) Company shall not be liable for any defect arising from any drawing, design, specification, plan or other information supplied by or on behalf of Purchaser.
- (i) Repaired or replaced Goods or parts will be invoiced at Company's then current list price if in Company's opinion the defect is not subject to this warranty, if the Goods or relevant part are found by Company not to be defective or if the defect is determined by Company to be due to Purchaser Delay, or failure of Purchaser or its agents, contractors or employees to perform scheduled periodic maintenance or corrective maintenance assigned to Purchaser, as the case may be. In addition, Company reserves the right to charge a fee calculated at Company's then-current rates for out-of-warranty repair services and testing carried out on Goods or parts found to be non-defective or not covered by the warranty in Condition 7(a) as well as all shipping costs from Purchaser's facility to Company's facility.
- (j) Company does not represent or warrant that all problems will be corrected or if corrected, corrected to the full satisfaction of Purchaser.

8. SUPPLY OF SERVICES

- (a) Any dates quoted for delivery of Services are approximate only, and the time shall not be of the essence for performance of Services.
- (b) Purchaser shall provide Company, its employees, agents, consultants and subcontractors with access to Purchaser's premises and other facilities as reasonably required by Company for the performance of the Services.
- (c) Purchaser shall obtain and maintain all necessary licenses, permissions and consents which may be required for the performance of the Services at Purchaser's premises.
- (d) Company shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement or if the amendment will not materially affect the nature or quality of the Services.
- (e) Company warrants that it shall use reasonable skill and care in the performance of the Services. Company does not represent or warrant that all problems will be corrected or, if corrected, corrected to the full satisfaction of Purchaser. The express warranty set forth in the first sentence of this provision shall be the only warranty given by Company with respect to the Services provided. Purchaser's exclusive remedy for breach of the express warranty set forth in this Condition 8(e) shall be re-performance of the deficient Services within a reasonable period of time. Notice of a breach of this warranty must (i) specify in reasonable detail the nature of the claim, and (ii) be received within thirty (30) days from the last day of performance of the applicable Services.
- (f) Purchaser shall provide Company, its employees, agents, consultants and contractors ("Company Personnel") with safe access to Purchaser's premises and other facilities as reasonably required by Company for the performance of the Services. Purchaser acknowledges and agrees that Company Personnel shall not be required to access any premises or equipment for the performance of Services where at the reasonable discretion of Company Personnel, such access is deemed unsafe. Company shall not be liable for any Losses, damages, penalties, rebates, service credits or other costs resulting from any delay in, or non-performance of Services due to unsafe access conditions.

9. EXCLUSION OF LIABILITY

- (a) Purchaser is relying on its own skill and judgement in relation to the selection of the Goods, Services and Software supplied under the Contract and Company accepts no liability whatsoever for any knowledge it or its employees, agents, contractors or representatives may possess as to the purpose for which the Goods, Services and Software are supplied.
- (b) Purchaser acknowledges and agrees that:
 - (i) the Goods are intended to be used as security screening equipment, and the Software is intended to be used as security screening software, in each case in order to assist in the detection of illegal and/or hazardous materials;
 - (ii) the degree of success with which the Goods and Software will fulfil their intended use is dependent on numerous factors, including without limitation the sophistication of efforts to conceal illegal and/or hazardous

materials, the chemical identity and quantity of such materials, the skill, diligence and qualifications of the Operator (where applicable) and environmental conditions; and

- (iii) no security screening equipment or software is capable of detecting every threat, and neither Purchaser nor the Operator has any expectation that the Goods or the Software are capable of detecting, or that they will detect, all illegal and/or hazardous materials (this being the case whether the Goods and/or the Software are operated with or without Operator supervision, and regardless of the degree of diligence with which services of Company, if any, are or have been performed).
- (c) Company makes no guarantee or warranty as to the results that will be achieved through the use of the Goods and/or the Software and it is agreed that the sole responsibility for such results shall be borne by Purchaser.
- (d) The remedies provided in Conditions 7, 8 and 23 shall be Purchaser's sole remedy in respect of the Goods, Services and the Software and all further remedies are hereby expressly excluded, to the extent permitted by the applicable law.
- (e) **Nothing in these Conditions shall exclude or limit Company's liability for: (i) death or personal injury resulting from Company's negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any matter in respect of which it would be unlawful for Company to exclude or restrict liability.**
- (f) **Subject to Condition 9(e), neither Company nor any of its Affiliates shall be under any liability whatsoever to Purchaser whether in contract, tort (including, without limitation, negligence), breach of statutory duty, product liability or otherwise, and (whether direct or indirect) : (i) loss of profit; (ii) loss of revenue, sales or business; (iii) loss or damage to goodwill; (iv) loss of anticipated savings; (v) any indirect or consequential loss; (vi) loss resulting from substitute procurement; (vii) loss of use or corruption of data, software or information; or (viii) loss relating to failure or delay in performance; in each case even if Company or its Affiliates have been advised of the possibility of any such losses or damages arising, and whether or not arising out of any liability of Purchaser to any other person.**
- (g) **Except for the express terms, conditions and warranties of these Conditions, and to the extent permitted by the applicable law, all conditions, warranties and other terms whether express or implied, statutory or otherwise are hereby expressly excluded.**
- (h) **Subject to Conditions 9(e) and 9(f), the total aggregate liability of Company and its Affiliates arising out of or in connection with a Contract, whether arising in contract, tort (including, without limitation, negligence), breach of statutory duty, product liability or otherwise shall be limited to the lower of: (i) the fees paid or payable under the Contract to which the Goods, Software and/or Services relate or (ii) \$500,000 USD.**
- (i) **All, if any, statements, recommendations and advice given by Company or Company's contractors or agents to Purchaser or its contractors or agents as to any matter relating to the Goods, Services or Software are given without responsibility and shall not give rise to any liability whatsoever on the part of Company and Purchaser hereby represents and warrants to Company that no representation has been made to it by or on behalf of Company that has in any way induced Purchaser to enter into the contract with Company, provided that nothing in these Conditions limits or excludes either party's liability for fraudulent misrepresentation.**

10. INDEMNITY

To the fullest extent permitted by applicable law, Purchaser shall indemnify Company and its Affiliates from and against any and all Losses suffered or incurred by Company or its Affiliates arising out of or in connection with: (i) any claim made against Company or any of its Affiliates by a third party arising out of or in connection with the provision of Services, the supply of the Goods or the Software, to the extent that such a claim arises out of the breach of contract, breach of statutory duty, tort (including without limitation negligence), or failure or delay in performance by Purchaser, its employees, agents or subcontractors and/or (ii) any claim made against Company or any of its Affiliates by a third party for death, personal injury or damage to property arising from Purchaser's use and/or operation of the Goods, Services and/or Software.

11. EXPORT CONTROLS, ECONOMIC SANCTIONS, AND OTHER APPLICABLE INTERNATIONAL TRADE LAW COMPLIANCE

- (a) Where the supply of the Goods, Services or Software is subject to an application for a clearance and/or export license from any relevant governmental authority, Purchaser shall provide in a timely manner all documentation that Company may reasonably request in order to apply to the relevant government authorities for the relevant permissions. Any delay by the relevant governmental authorities shall be considered as a Force Majeure Event in accordance with Condition 21. In the event that any relevant government authority denies a clearance and/or export license, Company shall be entitled to terminate the relevant Contract (or part thereof) at its sole discretion and without any liability whatsoever to Purchaser.

TERMS AND CONDITIONS OF SUPPLY
United States/Latin America

- (b) Purchaser acknowledges and agrees that the ultimate destination of the Goods, technology, Software, or Services (“**Products**”) sold or licensed hereunder is in the United States, unless otherwise stated by Company in writing. Purchaser shall not authorize or permit its employees, contractors, distributors, customers, brokers, freight forwarders, and/or agents to transfer, export, re-export, or import any of the Products to any person without complying with all applicable export, import, and economic sanctions laws and regulations of the United States, Canada, the UK, the European Union, and any other applicable jurisdictions, including in Latin America. Purchaser agrees to notify Company immediately if Purchaser or any relevant third party whom Purchaser will involve in the transaction (including its customer, if applicable) is specifically or otherwise effectively listed on any government restricted or prohibited parties lists, including the Denied Persons List, Entity List, Sectoral Sanctions Identifications List, or Specially Designated Nationals List, or if the export privileges of Purchaser or any relevant third party whom Purchaser will involve in the transaction (including its customer, if applicable), are otherwise denied, suspended or revoked in whole or in part by any relevant government authority. Purchaser shall ensure that the Products are not used in relation to chemical, biological or nuclear weapons, or missiles capable of delivering such weapons (in each case other than the detection thereof). Purchaser shall indemnify Company and its Affiliates against any and all direct, indirect and punitive damages, Losses and other liability arising from claims resulting from Purchaser’s breach of this Condition.
- (e) Any documents, presentations and other materials (the “**Training Materials**”) made available or provided by Company in connection with the Training Services are the confidential information of Company. Purchaser shall not disclose confidential information of Company to any person other than its employees, except when authorized in writing in advance by Company. Purchaser shall use the same level of care in preserving the confidential nature of the confidential information as it uses to protect its own confidential information but not less than reasonable care.
- (f) All Intellectual Property Rights in the Training Materials made available or provided to Purchaser as part of the Training Services and/or to the training course participants shall remain with Company or with Company’s licensor, as the case may be, and Purchaser shall not, and shall procure that its staff shall not, make any copies or reproduce any part of the Training Materials or make any derivative works of the Training Materials or otherwise deal with them, without the prior written consent of Company.

12. INTELLECTUAL PROPERTY RIGHTS

- (a) All Intellectual Property Rights in or arising out of or in connection with the Goods, Services and Software (other than Intellectual Property Rights in any materials provided by Purchaser) shall be owned by Company or its Affiliates.
- (b) In the event of any claim being made or action being brought or threatened in respect of infringement of any Intellectual Property Rights in respect of the Goods, Services and/or Software, Purchaser will make no admission in respect thereof and will notify Company thereof forthwith and Company and/or its Affiliates shall be entitled to conduct all negotiations and take all necessary proceedings to dispute the same in its own name and in the name of Purchaser and the conduct of all proceedings and negotiations shall be completely at the discretion of Company. In such event Purchaser will execute all such documents and do all such things and render all such assistance to Company as Company shall require.
- (c) Purchaser shall indemnify Company and its Affiliates against all Losses incurred by Company and/or its Affiliates in respect of any claim being made or action brought or threatened as a result of work done in relation to the Goods, Services or Software by Company or its Affiliates in accordance with Purchaser’s specification or by the use to which the Goods, Services or Software are put by Purchaser where such use is not in accordance with the purpose for which the Goods, Services or Software (as applicable) are designed.

13. SUB-CONTRACTS

Company reserves the right to sub-contract the performance of the Contract or any part thereof without Purchaser’s consent.

14. ASSIGNMENT

- (a) Purchaser shall not assign, charge or transfer or purport to assign, charge or transfer any Contract to which these Conditions apply or the benefit thereof to any other person whatsoever without the prior written consent of Company.
- (b) Company shall be entitled to assign, novate, subcontract or otherwise dispose of any or all of its rights and/or obligations under any Contract to any of its Affiliates or to any person purchasing the whole or substantially the whole of the business to which the Contract relates.

15. TRAINING SERVICES

- (a) If Purchaser wishes to cancel the Training Services for all, or any individual participants, written notice shall be sent by email to Company at trainingops@smithsdetection.com. Cancellations by phone will not be accepted.
- (b) If the Training Services for all, or any individual participants is cancelled by Purchaser more than 20 Working Days prior to the scheduled start date of the course, Purchaser will not be charged any cancellation fees.
- (c) If the Training Services for all, or any individual participants, is cancelled by Purchaser, for whatever reason, 20 or fewer Working Days prior to the scheduled start date of the course, 100% of the fees for the Training Services that have been cancelled will be payable and an invoice issued to Purchaser accordingly for payment within 30 calendar days. For clarity, this is in addition to the fees payable for any Training Services which have not been cancelled.
- (d) Company reserves the right to cancel or reschedule the provision of any Training Services: (i) at any time prior to the scheduled start date of the Training Services if a Force Majeure Event occurs or in the event of trainer illness; or (ii) on not less than 21 days’ notice for any other reason. In this case, an alternative date will be offered to Purchaser. Company will not compensate Purchaser or individual participant for any costs arising, either directly or indirectly, from the cancellation or rescheduling of the Training Services.

16. PERSONAL DATA

- (a) Both Parties shall comply with their respective obligations under applicable Data Protection Legislation.
- (b) Where Company will Process Personal Data on behalf of Purchaser under the Contract (“**Purchaser Personal Data**”), the Parties shall enter into a separate data protection agreement.

17. CONFIDENTIALITY

The Parties agree that, in the course of performance of the Contract, it may be necessary and desirable for them to exchange confidential information (whether directly, or indirectly, in writing, electronic or digital form, verbally, or by inspection of documents, computer systems or sites). Company’s confidential information shall include, but not be limited to, trade secrets, business plans, financial information, customer lists, pricing information, technical specifications, and any other proprietary or sensitive information that is marked as confidential or that should reasonably be considered as confidential. To maintain confidentiality, the Parties agree as follows: Purchaser shall not disclose confidential information of Company to any person other than its employees, except when authorized in writing in advance by Company. Purchaser shall use the same level of care in preserving the confidential nature of Company’s confidential information as it uses to protect its own confidential information but not less than reasonable care. Purchaser shall use the Goods and Software only for the purpose stated in the applicable operating manuals or software documentation provided by Company, and for no other purpose. Except to the extent and in the circumstances required to be permitted by Company under applicable law, Purchaser shall not: (a) reverse engineer, disassemble (except to the extent applicable laws specifically prohibit such restriction), or decompile the Goods or any portion thereof; or (b) allow or assist any third party to perform any of the foregoing.

18. RETURN OF GOODS

- (a) No return of Goods for the purposes of the Goods warranty set out in Condition 7 or where return is otherwise expressly permitted under the Contract shall be accepted by Company without a RMA number, which may be issued by Company in its sole discretion, and receipt of a duly completed Customer Declaration in Company’s designated format in respect of exposure of the Goods to hazards which is available at <http://www.smithsdetection.com/terms-conditions/terms-conditions-us/>
- (b) **For the avoidance of doubt, if the Goods to be returned have alarmed to a possible fourth generation agent (also known as novichoks or series-A nerve agents), they should be treated as toxic waste, labelled accordingly and under no circumstances should they be returned to Company.**
- (c) All Goods authorized by Company for return shall be returned by Purchaser DDP (ICC Incoterms) to Company’s premises in the manner specified in the RMA. If returned Goods are claimed to be defective, a complete description of the nature of the defect must be included with the returned Goods.
- (d) Purchaser agrees to defend, indemnify and hold Company, its Affiliates and its and their respective officers, partners, directors, employees, agents, successors, and assigns harmless from all Losses and threatened Losses arising out of or in connection with the exposure of the Products to hazardous materials, regardless of whether or not: (i) the exposure to hazardous materials was caused by or within the control of Purchaser; (ii) Company was aware of such exposure; and (iii) any negligence or other fault of Company contributed to, or is alleged to have contributed to, the Loss, except and only to the extent such Loss was caused by the negligence of Company.

19. GOVERNING LAW AND JURISDICTION

These Terms and Conditions of Supply (and any non-contractual obligations arising in respect of them) shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without giving effect to any choice or conflict of law provision or rule. The federal and state courts of Manhattan, New York, NY shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in

TERMS AND CONDITIONS OF SUPPLY
United States/Latin America

connection with, these Terms and Conditions of Sale (including non-contractual disputes and claims).

20. CHANGES AND TERMINATION

- (a) Company shall have the right, in its sole discretion, to terminate the Contract if Purchaser:
- (i) is unable to pay its debts generally as and when they become due;
 - (ii) is the subject of a legal process declaring it insolvent, or a petition is filed, a notice is given, a resolution is passed or an order is made in connection with the winding up of Purchaser, or an application is made to court, or an order is made for the appointment of an administrator, or a notice of intention to appoint an administrator is given;
 - (iii) suspends, ceases or threatens to cease carrying on all or substantially the whole of its business;
 - (iv) commits any breach of the Contract which is (a) incapable of remedy (as reasonably determined by Company); or (b) not remedied within 14 days of the date of the breach.
- (b) On termination of the Contract for any reason, Purchaser shall immediately pay to Company all of Company's outstanding unpaid invoices, and in respect of Goods, Services and Software supplied for which no invoice has been submitted, Company shall submit an invoice which shall be payable by Purchaser immediately on receipt. The accrued rights and remedies of Company at termination shall not be affected, including without limitation the right to claim damages in respect of any breach which existed at or before the date of termination.
- (c) Purchaser may make a written request for amendment or modification of the Contract. If a request for amendment or modification is accepted by Company, and any changes cause an increase or decrease in the cost of, or the time required for, the performance of any work under the Contract an equitable adjustment shall be made in the price or delivery schedule, or both, and the Contract shall be modified in writing accordingly.
- (d) Purchaser is not entitled to cancel or terminate the Contract without Company's prior written approval, which shall be entirely at Company's sole discretion. If Purchaser's written request for cancellation or termination is accepted by Company, equitable provision shall be made to Company for a recoupment of all costs incurred or committed to under the Contract and for reasonable overhead and profit based on time and costs expended. The Contract shall continue in effect until such time as payment is received. If Company accepts Purchaser's request to cancel or terminate the Contract at Company's discretion, Company shall not be obligated to refund any amounts paid in advance of delivery for Goods, Software or Services.
- (e) If Purchaser fails to take delivery of the Goods and such failure continues for a period of more than one month beyond the agreed delivery date, Company may, at its option, treat such failure as a request for termination of the Contract and may dispose of the Goods as it sees fit. In such event, Company shall be entitled to recover all costs incurred or committed to under the Contract and for reasonable overhead and profit based on time and costs expended.
- (f) If the Contract refers to or contains separately priced line items for certain, specified Services, other than Training Services, in relation to which Condition 15 shall apply, Purchaser shall forfeit any related payment(s) made in advance of delivery or completion of the relevant Services.
- (g) Where no advance payment has been made for Goods, Services and/or Software, Company shall be entitled to charge a cancellation fee of not less than 30% of the relevant line-item price in the event that Company accepts Purchaser's cancellation of such Goods, Services and/or Software, payable by Purchaser within 30 days net of invoice date.

21. FORCE MAJEURE

Company shall not be liable to Purchaser for any loss or damage arising due to delay or non-performance of its obligations under the Contract arising from Force Majeure. Company shall be permitted to suspend its obligations under the Contract without any liability to Purchaser for the duration of any Force Majeure Event.

22. INSTALLATION OF THE GOODS AND THE SOFTWARE

- (a) Where Company has agreed to install the Goods and or Software, Purchaser shall at its own cost prepare the site at which the Goods and/or Software are to be installed in accordance with the specifications furnished by Company for this purpose and, in accordance with such specifications, shall provide such equipment (including without limitation, any equipment necessary to unload the Goods) and carry out such works at the site as may be necessary to enable Company to install the Goods and/or Software and if it shall fail so to prepare the site and provide such equipment and carry out such works before the agreed delivery date Purchaser shall indemnify Company for all costs and charges incurred by Company (including storage and transportation costs) as a result of such failure.
- (b) When the Goods or Software (as applicable) have been installed at the site, tested by Company and shown to be operating to the satisfaction of Company, Purchaser shall be deemed to have accepted the Goods and/or Software unless Company has been notified to the contrary in writing by Purchaser within three Working Days of completion of such testing (the "Notice"). Purchaser shall not give and shall be deemed not to have given the Notice unless Purchaser has found a substantial defect in the Goods or the Software. If Company is so notified, Company shall use its reasonable endeavours to remedy any such defect within a reasonable time and

Purchaser shall be deemed to have accepted the Goods or the Software within seven days of such defect being remedied.

- (c) Purchaser Delays shall be considered excusable delays for Company and result in a corresponding automatic extension of any agreed upon time for the performance of Company's obligations under the Contract. Company shall not be liable to Purchaser under any circumstances whatsoever for any penalty, damage or loss resulting directly or indirectly from any Purchaser Delays.

23. SOFTWARE WARRANTY

- (a) Company warrants that, during the Software Warranty Period, the Software shall perform substantially in accordance with its Specification.
- (b) If, during the Software Warranty Period, Purchaser notifies Company in writing of any defect or fault in the Software which results in the Software not performing substantially in accordance with its Specification, and the defect or fault does not result from Purchaser, or its agents or contractors, having amended the Software or used it outside the terms of the Contract for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software not provided by Company, Company shall, at its option, do one of the following: (i) repair the Software, (ii) replace the Software, or (iii) terminate Purchaser's license to use the relevant Software, by notice in writing to Purchaser, and refund to Purchaser the part of the Software License Fee attributable to the license(s) which have been terminated by Company.
- (c) Purchaser shall provide all information that may be necessary to assist Company in resolving the defect or fault in the Software, including a documented example of any defect or fault, or sufficient information to enable Company to re-create the defect or fault.
- (d) Company does not represent or warrant that the use of the Software will be uninterrupted or error-free or that all problems will be corrected or if corrected, corrected to the full satisfaction of Purchaser.
- (e) Except for the express terms, conditions and warranties of these Conditions and to the maximum extent permitted by applicable law, the Software is provided on an 'as is' and 'as available' basis, and all terms, conditions and warranties, whether express or implied, statutory or otherwise relating to software including those relating to satisfactory quality, fitness for a particular purpose and availability are expressly excluded.

24. LICENSE TO USE THE SOFTWARE

- (a) Company hereby grants to Purchaser a non-exclusive, non-transferable license to use the Software in object code only solely on and with the Goods on which the Software is installed by Company, solely at the Location, and solely for the purpose described in the software documentation. The license granted under this Condition 24(a) shall be for the initial period set out in the Order Acceptance ("Initial License Period"). Upon expiry of the Initial License Period and each Renewal License Period, the license granted under this Condition 24(a) shall continue for a subsequent Renewal License Period unless either party has given at least 60 days' notice in writing to terminate the license granted under this Condition 24(a), such notice to expire at the end of the Initial License Period or then current Renewal License Period (as applicable). If Company does not receive the Software License Fee for the applicable Renewal License Period by the date of expiry of the Initial License Period or then current Renewal License Period (as applicable), Company reserves the right, at its discretion, to terminate the license granted under this Condition 24(a). Upon termination of the license granted under this Condition 24(a), Company shall have the right, at its sole discretion, to deactivate Purchaser's access to and use of the Software.
- (b) Purchaser shall not install, or permit the installation of the Software on more than the permitted number of devices as specified in the Order Acceptance ("Permitted Number of Devices"), and shall not use, or permit the access or use of, the Software on or via more than the Permitted Number of Devices.
- (c) Immediately upon termination of the license to use the Software, Purchaser shall return to Company the Software and related documentation or if requested by Company shall erase all copies of the Software in its possession or under its control, and shall certify in writing to Company that it has done so. In addition, Company shall have the right, at its sole discretion, to deactivate Purchaser's access to and use of the Software.
- (d) Title to the Software shall at all times remain with Company.
- (e) Purchaser agrees that the Software, all enhancements, related documentation, and derivative works are, and will remain, the sole property of Company and includes valuable trade secrets. Purchaser agrees to treat the Software and related documentation as confidential and to not copy, reproduce, sub-license, or otherwise disclose the Software and related documentation to anyone other than its employees.
- (f) Purchaser may make one copy of the Software to be used only for back-up purposes. No other copies or part-copies of the Software may be made without the prior written consent of Company.
- (g) Except to the extent and in the circumstances required to be permitted by Company by applicable law, Purchaser shall not disassemble, decompile, reverse engineer, create derivative works from, attempt to derive the source code or otherwise translate, customize, localize, modify, add to, or in any way alter, rent, or loan the Software or related documentation.

TERMS AND CONDITIONS OF SUPPLY
United States/Latin America

- (h) Unless otherwise agreed expressly in the Order Acceptance, all upgrades, updates, bug fixes, new versions and maintenance releases for the Software are excluded from the prices and are chargeable to Purchaser.
- (i) Purchaser shall permit Company to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with the licenses granted under this Condition 24, for the purposes of ensuring that Purchaser is complying with these Conditions, provided that Company provides reasonable advance notice to Purchaser of such inspections, which shall take place at reasonable times.
- (j) Company shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Purchaser acknowledges and agrees that the Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- (k) Certain aspects of the Software may contain software code that is licensed under an open-source license or third party license ("**Third Party Components**"). Where the Software includes Third Party Components, Purchaser may be granted additional license rights in respect of those Third Party Components, but not for the avoidance of doubt, in respect of the entire Software. Purchaser must comply with the license terms applicable to any Third Party Components should Purchaser wish to exercise these additional license rights.
- (l) Purchaser may be required to accept additional software license agreement terms made available by Company prior to accessing and using some or all of the Software ("**Additional Software Terms**"). If and to the extent of any conflict between these Conditions and any Additional Software Terms, these Conditions shall prevail.

25. SOFTWARE MAINTENANCE SERVICES

- (a) Where the Order Acceptance states that Purchaser is ordering Software Maintenance Services, the terms of this Condition 25 shall apply.
- (b) In consideration of payment by Purchaser of the Software Maintenance Fees, Company shall provide the software maintenance services specified in the Order Acceptance ("**Software Maintenance Services**") in respect of the Software specified in the relevant Order Acceptance only.
- (c) The Software Maintenance Services shall commence on the Commencement Date and shall continue for an initial period of 12 months or such other period as is specified in the Order Acceptance ("**Initial Software Maintenance Period**"). The Software Maintenance Services shall automatically renew for subsequent periods of 12 months (each 12 month period being a "**Renewal Software Maintenance Period**") unless either Party gives not less than 60 days' notice in writing prior to the end of the Initial Software Maintenance Period or then current Renewal Software Maintenance Period (as applicable) that it wishes to terminate the Software Maintenance Services, in which case the Software Maintenance Services shall terminate at the end of the Initial Software Maintenance Period or then current Renewal Software Maintenance Period (as applicable).
- (d) Company shall not be liable for any failure to perform or comply with its obligations under this Contract, or otherwise be liable to Purchaser for any loss or damage suffered by Purchaser, where such failure, loss or damage is caused in whole or in part by Purchaser's failure to purchase and install the maximum number of Software updates and releases from time to time offered by Company as part of its software maintenance offerings.

26. CEIA METAL DETECTORS

If the Goods include metal detectors manufactured by CEIA the following additional provisions apply: To ensure proper operation of the unit, CEIA recommends that the unit be firmly anchored to the floor using screws or silicone. If the unit is not firmly anchored to the floor, it may fall and pose a safety risk and/or its detection capability may be compromised. If Purchaser requests that Company not install the unit in accordance with CEIA's recommendations, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND SUBJECT TO CONDITION 9(e), THE COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIMS, COSTS, LOSSES, LIABILITIES OR DAMAGES OF ANY SORT (WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), AND WHETHER ARISING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE) BREACH OF STATUTORY DUTY, PRODUCT LIABILITY OR OTHERWISE RELATING TO THE LACK OF FIRM FIXATION OF THE UNIT TO THE FLOOR. To the fullest extent permitted by applicable law, Purchaser shall indemnify and hold Company and its Affiliates harmless from and against any and all Losses resulting from the lack of firm fixation of the unit to the floor.

27. X-RAY BODY SCANNER

- (a) Purchaser is hereby notified that the exposure of human beings to x-ray radiation may be harmful. Purchaser acknowledges that the safe operation of the Goods is entirely Purchaser's responsibility and that, subject to Condition 9(e) and to the maximum extent permitted by applicable law, Company shall have no liability relating to the use or operation of the Goods by Purchaser or anybody acting on Purchaser's behalf. Purchaser undertakes to exercise such care and to adopt and follow such procedures in the use and operation of the Goods as may be necessary to eliminate or minimize the hazards referred to in this Condition. Without limiting the generality of the foregoing, Purchaser undertakes to use the Goods in full compliance with Company's maintenance procedures and operator

- manuals, to comply with the requirements of all applicable environmental or occupational health and safety laws, radiation safety laws and industry standards relating to radiation safety for personnel security screening systems using x-rays, and to operate the Goods within the radiation dose limits established by such laws and standards.
- (b) Purchaser is further notified that the use of x-ray Goods on human beings for non-medical purposes may be prohibited in some states or require registration with governmental authorities. Purchaser undertakes to comply with all such prohibitions and registration requirements.
- (c) Purchaser covenants that the use and operation of the Goods and the Software by or on behalf of Purchaser shall comply with all applicable privacy and Data Protection Legislation.
- (d) To the fullest extent permitted by applicable law, Purchaser shall defend, indemnify, and hold harmless Company and its Affiliates and their respective officers, partners, directors, employees, agents, successors, and assigns from and against any and all Losses to the extent they arise from any non-compliance with the undertakings in Conditions 27(a) to (c).

28. COMPLIANCE AND ETHICS

Company is an Equal Opportunity Employer and is committed to conducting its business ethically and lawfully. To that end Company maintains a Code of Business Ethics and mechanisms for reporting unethical or unlawful conduct. Company expects that Purchaser also will conduct its business ethically and lawfully. Smiths Code of Business Ethics is available at <http://www.smiths.com/responsible-business>.

29. DISPOSAL AND COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

- (a) For the purposes of this Condition 29 "Environmental Regulations" means the Resource Conservation and Recovery Act (RCRA) and all applicable state laws (each as amended, replaced and/or modified from time to time).
- (b) Purchaser shall be responsible for and shall exclusively finance the cost of collection, delivery, treatment, recovery and environmentally sound disposal by an approved, authorized treatment facility consistent with all Environmental Regulations arising or deriving from the Goods.
- (c) Purchaser shall provide Company with such data, documents, information and other assistance as Company may from time to time reasonably require to enable Company to comply with its environmental obligations pursuant to the Environmental Regulations.
- (d) Purchaser shall be responsible for all costs and expenses arising from and relating to its obligations in this Condition 29.
- (e) Purchaser agrees to indemnify and hold harmless Company from and against all costs and expenses which Company incurs or suffers as a result of a direct or indirect breach or negligent performance or failure in performance by Purchaser of its obligations in this Condition 29.

30. GENERAL

- (a) If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the Contract or the rest of these Conditions. If any provision or part-provision of these Conditions is deemed deleted under this Condition 30(a), the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- (b) Except as set out in these Conditions, these Conditions do not give any right to any person who is not a party to the Contract. The rights of the Parties to rescind or vary the Contract are not subject to the consent of any other person.
- (c) The Contract and any applicable Additional Software Terms constitute the entire agreement between the Parties relating to its and their subject matter. Each Party acknowledges that in entering into a Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.