1. DEFINITIONS

In these Conditions:-

(a) “Company” means Smiths Detection - Watford Limited, Park Avenue, Bushey, Watford, Hertfordshire, England, WD23 2BW.

(b) “Goods” means any item of goods of whatsoever nature which is sold by the Company to the Purchaser.

(c) “liability whatsoever” shall include, without prejudice to the generality of the expression, liability in law and in contract, including liability for consequential loss (including any interest on any amount of any kind howsoever caused or arising.

(d) “ICC Incoterms” means the International Chamber of Commerce’s Incoterms in force from time to time and “Ex Works” and “FCA” shall have the meanings given them by ICC Incoterms from time to time save where such meanings are inconsistent with the terms hereof.

(e) “Losses” means losses, claims, causes of action, suits, damages, liabilities, expenses (including, without limitation, fees and disbursements of legal counsel and expenses of litigation) or other obligations.

(f) “Operator” means the operator or user of Goods.

(g) “Order” shall mean the agreement between the Company and the Purchaser (individually “Party” and collectively “the Parties”) for the sale and purchase of the Goods/Services, referencing the Terms and Conditions of Sale herein and any other contemporaneous written, signed by both Parties.

(h) “Purchaser” means the company, firm or individual who has bought, or agreed to buy, the Goods and/or Services.

(i) “Purchaser Delays” means any delay by Purchaser in performing any contractual obligations or any other circumstances for which Purchaser is responsible, including, without limitation, delays to attend testing (if required), delay in delivery, arrange shipment or import licences, or be available for installation and/or training.

(j) “Quotation” means the quotation addressed to the Purchaser by the Company.

(k) “Services” means all services, including maintenance and installation services, provided under the Order.

2. GENERAL

(a) The Quotation does not constitute an offer to supply any Goods or Services and no contract exists unless and until there has been an acceptance by the Company in writing of the Order.

(b) The acceptance of the Order whether or not based on a Quotation from the Company shall, unless otherwise specifically agreed by the Company in writing, be deemed to be subject to the terms and conditions herein contained which shall apply to the exclusion of any other provisions contained in any other document issued by the Purchaser at any time before or after the date of the Order and, in particular, to the general terms of payment.

(c) Unless otherwise stated in writing all descriptions, specifications, drawings and particulars of weights and dimensions submitted by the Company or otherwise contained in the Company’s handbooks, manuals, catalogues, brochures, price lists and other published matter are approximate only and none of these form part of any contract or gives rise to any independent or collateral liability upon the part of the Company being intended merely to present a general idea of the Goods as described therein.

(d) The performance figures in respect of the Goods included in the Quotation are based on results obtained by the Company in tests and the Company accordingly warrants only that the Goods met or demonstrated those performance standards or characteristics which are specifically attributed thereto in such specifications made available by the Company to the Purchaser and the Company gives no warranty that the Goods will be suitable for any particular use to which the Purchaser may put them or how they will perform in such use or application.

(e) The Purchaser shall ensure that any of its employees, agents or representatives or other person to whom the Purchaser shall provide the Goods receive a copy of any operator manual in respect of the Goods which is available from the Company.

3. PRICE

(a) The price of the Goods is that current at the date of the Quotation, which is valid for a period of 30 days thereafter, unless stated to the contrary by the Company or otherwise agreed in writing.

(b) The Goods shall be those specified in the Order as confirmed by the Company’s acceptance in writing and the Company reserves the right to increase the price if the Purchaser requests an alteration to the Order or requests any modification to the Goods.

(c) Unless otherwise agreed in writing the price for the Goods in respect of:-

(i) contracts for delivery within the United Kingdom is Ex Works Company’s Designated Facility (incoterms 2010) including the cost of basic packing but excluding freight, insurance, delivery charges, unloading, VAT and all applicable taxes and duties the cost of which shall be determined as at the date of the invoice and shall be payable by the Purchaser.

(ii) contracts for delivery outside the United Kingdom is FCA Company’s Designated Facility (incoterms 2010) and includes the cost of basic packaging.

(d) The cost of any special packaging shall be determined at the date of invoice and shall be payable by the Purchaser.

(e) The Purchaser shall be entitled to make any deduction from the price of the Goods in respect of any set-off or counter-claim unless both the validity and the amount thereof have been expressly admitted by the Company in writing.

4. PAYMENT

(a) The Purchaser shall, except where other payment arrangements are specifically agreed in writing, make full payment in pounds sterling for the Goods not later than 30 days after the date of the invoice relating thereto or, if earlier, on the day which a receiver of the Purchaser’s undertaking is appointed or upon which any act is done or event occurs which is related to the insolvency of the Purchaser. If payment for the Goods is not made when due the Company may charge interest thereon until payment at the rate of three per cent, per annum in default of any kind howsoever caused or arising.

(b) The performance figures in respect of the Goods included in the Quotation are based on results obtained by the Company in tests and the Company accordingly warrants only that the Goods met or demonstrated those performance standards or characteristics which are specifically attributed thereto in such specifications made available by the Company to the Purchaser and the Company gives no warranty that the Goods will be suitable for any particular use to which the Purchaser may put them or how they will perform in such use or application.

(c) Unless otherwise agreed in writing the price for the Goods in respect of any other contract with the Purchaser, be entitled to a general lien on all goods of the Purchaser in the Company’s possession for the unpaid price of the Goods sold and delivered to the Purchaser by the Company under this or any other contract.

(d) No defect in the Goods or Services shall operate to interfere with the terms of payment.

(e) The Company reserves the right to charge the terms of payment whenever it reasonably appears that Purchaser’s financial condition requires such changes, and may demand assurance of the Purchaser’s ability to pay whenever it reasonably appears that Purchaser’s financial condition or, if earlier, on the day which a receiver of the Purchaser’s undertaking is appointed or upon which any act is done or event occurs which is related to the insolvency of the Purchaser. If payment for the Goods is not made when due the Company may charge interest thereon until payment at the rate of three per cent, per annum in default of any kind howsoever caused or arising.

(f) Unless prevented by any rule of law from so doing the Company may apply any payment received from the Purchaser in or towards the satisfaction of any sum due in respect of the Goods or any item of the Goods whether or not the Purchaser required the payment to be applied in or towards the satisfaction of some other sums due to the Company.

(g) The Company may maintain an action for the price of the Goods sold notwithstanding the property in them may not have passed to the Purchaser.

(h) No long as the property in the Goods remains in the Company the Purchaser shall keep the Goods free from any lien or from any charge or similar encumbrance.

(i) As long as the property in the Goods remains in the Company and full payment for the Goods shall not have been made, whether or not payment shall have become due, the Company shall have the right to retrace possession of the Goods and for that purpose, with or without notice to the Purchaser, enter premises and take possession of any property in which the Goods are kept or, if earlier, on the day which a receiver of the Purchaser’s undertaking in the Company’s possession for the unpaid price of the Goods sold and delivered to the Purchaser by the Company under this or any other contract.

(j) Any resale of the Goods by the Company without full payment for them shall be made by the Purchaser as trustee for the Company. The Company shall be entitled to trace the proceeds of sale in accordance with equitable principles.

5. TRANSFER OF PROPERTY

(a) All the property in the Goods shall, notwithstanding delivery of the Goods to the Purchaser, remain in the Company until the Purchaser has made full payment for the Goods.

(b) So long as the property in the Goods remains in the Company the Company shall retain all rights, title and interest in the Goods including the right to receive all money which may be due to the Company from the Purchaser for the Goods.

(c) The Company shall be entitled to trace the proceeds of sale in accordance with relevant export control laws and takes place before the Company has sought to retrace possession of the Goods in accordance with Condition 5(c) above.

(d) Any resale of the Goods before the Company has received full payment for them shall be made by the Purchaser as trustee for the Company. The Company shall be entitled to trace the proceeds of sale in accordance with equitable principles.

(e) Any notice of a claim is received by the Company within 3 days of the Goods being received by the Purchaser.

(f) The Purchaser shall keep the Goods free from any lien or from any charge or similar encumbrance.

(g) The Company may maintain an action for the price of the Goods sold notwithstanding the property in them may not have passed to the Purchaser.

(h) If payment for the Goods is not made when due the Company may charge interest thereon until payment at the rate of three per cent, per annum in default of any kind howsoever caused or arising.

(i) An agreement between the Company and the Purchaser (individually “Party” and collectively “the Parties”) for the sale and purchase of the Goods/Services, referencing the Terms and Conditions of Sale herein and any other contemporaneous writing, signed by both Parties.

(j) Unless otherwise stated in writing all descriptions, specifications, drawings and particulars of weights and dimensions submitted by the Company or otherwise contained in the Company’s handbooks, manuals, catalogues, brochures, price lists and other published matter are approximate only and none of these form part of any contract or gives rise to any independent or collateral liability upon the part of the Company being intended merely to present a general idea of the Goods as described therein.

(k) The performance figures in respect of the Goods included in the company’s ordinary course of business, is at full market value, is in accordance with relevant export control laws and takes place before the Company has sought to retrace possession of the Goods in accordance with Condition 5(c) above.

(l) Any resale of the Goods before the Company has received full payment for them shall be made by the Purchaser as trustee for the Company. The Company shall be entitled to trace the proceeds of sale in accordance with equitable principles.

(m) The goods shall be determined as at the date of the invoice and shall be payable by the Purchaser.

(n) The Purchaser shall notify the Company of any circumstances that might give rise to the taking (whether lawful or otherwise) of the Goods or the actual or attempted taking thereof.

6. RISK & INSURANCE

(a) The Goods shall be at the Purchaser’s risk as provided under ICC Incoterms. Any Purchaser Delays shall result in immediate transfer of the risk of loss to the Purchaser and Purchaser shall be responsible for the procurement of insurance, if so desired, on the Goods.

(b) The Company shall have no liability for damage of the Goods unless notice of a claim is received by the Company within 3 days of the Goods being received by the Purchaser.

7. DELIVERY

(a) Unless otherwise agreed in writing, all shipments of Goods made by Smiths shall be Ex Works Company’s Designated Facility (INCOTERMS 2010). Notwithstanding the foregoing, all shipments exported outside of the United Kingdom shall be FCA Company’s Designated Facility (INCOTERMS 2010).
(b) Unless otherwise stated in writing any time or date for the delivery shall run from the date on which acceptance of the Order is communicated to the Purchaser.

(c) Delivery and the Purchaser’s acceptance of the Goods shall be deemed to have taken place at the earliest point in time at which risk passes to the Purchaser under the ICC Incoterms. Failure by the Company to deliver or to deliver by any agent, employee or representative of the Purchaser or by any independent carrier shall be conclusive proof of the delivery and the Purchaser’s acceptance of the Goods. Notwithstanding such delivery, the Company shall have a general and particular lien over the Goods for all claims by the Company against the Purchaser and all monies owing by the Purchaser to the Company howsoever arising.

(d) Within thirty (30) days of the date of the Company hereunder, if the Purchaser shall fail to give or on before the agreed date of delivery all instructions reasonably required by the Company and all necessary documents, licences, consents and authorities (whether or not the Purchaser is obliged to comply with these terms and conditions or by law to obtain) for forwarding the Goods or if there is any other Purchaser Delay, the Purchaser shall pay to the Company all storage and insurance costs and any other out of pocket expenses incurred arising from such delay.

(e) The Purchaser shall be obliged to take delivery of the Goods and/or Services when they are delivered or tendered for delivery in accordance with the Order. Where the Purchaser refuses or is unable (for any reason) to accept delivery of the Goods and/or Services or if there is any other Purchaser Delay, the Company shall have the right (without prejudice to its other rights) to invoice the Purchaser in respect thereof (payment to be made within 30 days of the invoice date) and the Goods and/or Services shall be deemed Delivered. The Company shall be entitled to invoice the Purchaser for the reasonable costs of re-delivery, storage and all other handling costs, directly or indirectly arising out of and on account of any such delay, and the Purchaser shall make payment to the Company within 30 days of the invoice date.

(f) Purchaser Delays shall be considered excusable delays for the Company and shall make payment to the Company for the reasonable costs of re-delivery, storage and all other handling costs, directly or indirectly arising out of and on account of such delay, and the Purchaser shall make payment to the Company within 30 days of the invoice date.

(g) Unless otherwise stated in writing the Company shall be entitled to make partial deliveries by instalments and (where the Company has agreed to be responsible for delivery of the Goods to the Customer) to determine the route and manner of delivery of the Goods and shall be deemed to have the Purchaser’s authority to make such contract with any carrier as the Company may deem reasonable. If the route involves sea transit the Company shall not be obliged to give the Purchaser any notice.

(h) 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 this Condition shall (with any necessary alterations) apply.

(i) Time shall not be of the essence for delivery.

(j) In the event of any delay in delivery or installation whether attributable to causes outside the Company’s control or not the Company shall be under no liability whatsoever to the Purchaser.

8. GUARANTEE

(a) The Company guarantees 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 paragraph 7 above). When the Purchaser notifies the Company in writing of any alleged defect within 30 days of its discovery. Under this guarantee the Company will, on the Purchaser returning the Goods carriage paid to such place as the Company shall direct, make good any defect or replace the Goods within a reasonable period of time if, in the opinion of the Company, the defect constitutes a breach of this guarantee. Any parts so repaired or replaced shall be subject to a guarantee on the same terms as this guarantee for the remaining initial guarantee period. Electronic components and other parts or components not manufactured by the Company shall be subject only to such guarantee (if any) as shall be given by the manufacturer or supplier thereof to the Company.

(b) No claim will be met by the Company under this guarantee arising out of fair wear and tear or 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, replacement or modification has been made without the sanction of the Company or if they have been in any way dealt with contrary to any instructions issued by the Company.

(c) Equipment and parts that are consumed in normal operation are not covered by this guarantee.

(d) Should these Conditions apply to a consumer transaction this Guarantee shall not affect the statutory rights of the Purchaser.

(e) The Company reserves the right that it shall have the reasonable skill and care in the performance of the Services delivered under the Order. The Company does not represent or warrant that all equipment problems will be corrected or if corrected, corrected to the full satisfaction of Purchaser. The express warranty set forth in the above Sections of this guarantee shall be the only warranty given by the Company with respect to the Services provided. The Purchaser’s exclusive remedy for breach of the express warranty set forth in the above provisions 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 Services.

9. EXCLUSION OF LIABILITY

(a) The Purchaser is relying on its own skill and judgement in relation to the Goods supplied under this contract and the Company accepts no liability whatsoever for any knowledge or its employees, agents or representatives may possess as to the purpose for which the Goods are supplied.

(b) The Purchaser acknowledges that:

(i) The Goods are intended to be used as security screening equipment, in order to assist in the detection of illegal and/or hazardous materials;

(ii) The degree of success with which the Goods will fulfill 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 intended use and whether they will detect, all illegal and/or hazardous materials (this being the case whether the Goods are operated with or without Operator supervision, and regardless of the degree of diligence with which services of the Company, if any, are or have been performed).

(c) The Company makes no guarantee or warranty as to the results that will be achieved through the use of the Goods and it is agreed that the sole responsibility for such results shall be borne by Purchaser.

(d) The remedies provided in Clause 8 above shall be the Purchaser’s sole remedy under the Guarantee and all further remedies are hereby waived.

(e) Where the Order is not an international supply contract within the meaning of Section 26 of the Unfair Contract Terms Act 1977, notwithstanding anything to the contrary in this Clause the Company’s liability for death or personal injury to the Purchaser resulting from the Company’s negligence.

(f) Neither the Company nor any of its affiliates shall be under any liability whatsoever to the Purchaser for indirect or consequential loss (including, but without limitation, loss of profit, loss of revenue, loss of goodwill, special, consequential, incidental, exemplary or other damages, including damages resulting from substitute procurement, for lost savings, loss of business, failure or delay in performance, even if the Company or its affiliates have been advised of the possibility of any such damages and whether or not arising out of any liability of the Purchaser to any other person) resulting from any breach of contract, breach of a duty of care, statutory duty, product liability or otherwise howsoever suffered shall be limited to the lower of: (i) the amount of the Order to which the breach relates, and (ii) any conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistent with the provisions of this Condition, are hereby expressly excluded.

(g) The aggregate liability of the Company and its affiliates taken together in respect of the direct consequences and, in the event that the Company is not entitled for any reason to rely on the provisions of paragraph (d) above, the indirect consequences (including but without limitation loss of profit, revenue or goodwill and whether or not arising out of any liability of the Purchaser to any other person) resulting from any breach of contract, breach of a duty of care, statutory duty, product liability or otherwise howsoever suffered shall be limited to the lower of: (i) the amount of the Order to which the breach relates, and (ii) any conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistent with the provisions of this Condition are hereby expressly excluded.

(h) All, any, statements, recommendations and advice given by the Company or the Company’s servants or agents to the Purchaser or its servants or agents as to any matter relating to the Goods are given without responsibility and shall not give rise to any liability whatsoever for any knowledge it or its employees, agents or servants or agents as to any matter relating to the Goods are given without responsibility and shall not give rise to any liability whatsoever for any knowledge it or its employees, agents or servants or agents as to any matter relating to the Goods are given without responsibility and shall not give rise to any liability whatsoever for any knowledge it or its employees, agents or servants or agents as to any matter relating to the Goods are given without responsibility and shall not give rise to any liability whatsoever for any knowledge it or its employees, agents or servants or agents as to any matter relating to the Goods are given without responsibility and shall not give rise to any liability whatsoever for any knowledge it or its employees, agents or servants or agents as to any matter relating to the Goods are given without responsibility and shall not give rise to any liability whatsoever for any knowledge it or its employees, agents or servants or agents as to any matter relating to the Goods are given without responsibility and shall not give rise to any liability whatsoever for any knowledge it or its employees, agents or servants or agents as to any matter relating to the Goods are given without responsibility and shall not give rise to any liability whatsoever for any knowledge it or its employees, agents or servants or agents as to any matter relating to the Goods are given without responsibility and shall not give rise to any liability whatsoever for any knowledge it or its employees, agents or servants or agents as to any matter relating to the Goods are given without responsibility and shall not give rise to any liability whatsoever for any knowledge it or its employees, agents or servants or agents as to any matter relating to the Goods are given without responsibility and shall not give rise to any liability whatsoever for any knowledge it or its employees, agents or servants or agents as to any matter relating to the Goods are given without responsib...
its attributes contributed to, or is claimed or alleged to have contributed to, the claim, action, damage, loss, cost, liability or expense. Nothing in subsection (b) above shall exclude or limit the liability of the Company or its affiliates, or require the Purchaser to defend, indemnify or hold harmless the Company or its affiliates, in circumstances where the Losses claimed are alleged to have resulted from (i) wilful misconduct or gross negligence of the Company and/or its affiliates, (ii) any fraud or fraudulent conduct on the part of the Supplier the Company and/or its affiliates, or (iii) any other liability that cannot be excluded by law, and where (in each case) such fault on the part of the Company and/or its affiliates or liability is adjudicated to be the cause of the Losses.

11. EXPORT AND IMPORT CONTROLS

(a) No return of Goods for purposes of the Guarantee or where return is otherwise expressly permitted under the Order shall be accepted by the Company without a Return Authorization Number ("RAA") number, which may be issued by the Company in its sole discretion, and receipt of a duly completed Customer Declaration in the Company's designated format in respect of the Goods to be returned shall be a prerequisite for being able to return the Goods at http://www.smithsdetection.com/UK/terms_conditions.php. All Goods for return shall be returned freight prepaid in the manner specified in the RMA. If returned goods are determined to be in an unsafe condition, the Company may refuse the return and at its discretion may return the Goods at the Purchaser's expense.

(b) No return of Goods for purposes of the Guarantee or where return is otherwise expressly permitted under the Order shall be accepted by the Company without a Return Authorization Number ("RAA") number, which may be issued by the Company in its sole discretion, and receipt of a duly completed Customer Declaration in the Company's designated format in respect of the Goods to be returned shall be a prerequisite for being able to return the Goods at http://www.smithsdetection.com/UK/terms_conditions.php. All Goods for return shall be returned freight prepaid in the manner specified in the RMA. If returned goods are determined to be in an unsafe condition, the Company may refuse the return and at its discretion may return the Goods at the Purchaser's expense.

(c) Where goods are returned, the Company shall be entitled to keep the returned Goods for a period of six months from the date of return, during which time the Company shall hold the Goods at the Purchaser's sole risk. If the Goods are not picked up by the Purchaser within this period, the Company shall be entitled to sell the Goods or otherwise dispose of them without any liability to the Purchaser.

12. INTELLECTUAL PROPERTY RIGHTS

In the event of any claim being made or action being brought or threatened in respect of infringement of patents, copyright, trade marks, trade names, registered designs, or any other intellectual property rights in respect of the Goods the Purchaser will make no admission in respect thereof and will notify the Company thereof forthwith and the Company 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 the Purchaser and the conduct of all proceedings and negotiations shall be completely at the discretion of the Company. In such event the Purchaser will execute all such documents and do all such acts and render all such assistance to the Company as the Company shall require and the Purchaser shall indemnify the Company against all costs, expenses, loss or damage incurred by the Company in respect of any claim being made or action brought or threatened as a result of any such default in relation to the Goods by the Company in accordance with the Purchaser's specification or by the use to which the Goods are put by the Purchaser.

13. SUB-CONTRACTS

The Company reserves the right to sub-contract the performance of the contract or any part thereof.

14. ASSIGNMENT

The Purchaser shall not assign or transfer or purport to assign or transfer any contract to which these Conditions apply or the benefit thereof to any other person whatsoever without the consent of the Company.

15. SALES BY THE PURCHASER

The Purchaser undertakes to the Company that in respect of any sales of the Goods the Purchaser shall:-

(a) maintain a record of all such sales, including dates, prices, the names and addresses of the Purchaser's customers, and such other information as the Company may require from time to time and shall in all respects comply with the Company's specifications and instructions in relation to the quality, characteristics, packaging and delivery of the Goods.

(b) purchase any product from the Company to the extent of any such sale;

(c) provide all customers with the specification and the operator manual and (where the customer requests) service manual relating to the relevant Goods and make it clear to customers that training and service support are available directly from the Company and pass on to the Company any resultant requests;

(d) give effect to the Company's current Conditions of Sale when selling the Goods and shall not, and shall not admit liability or do anything which might be construed as an admission of liability nor take any proceedings in respect of, or compromise, such dispute;
20. FORCE MAJEURE

The Company shall not be liable to the Purchaser for any loss or damage arising due to delay or non-performance of its obligations under this Agreement arising from any cause beyond its reasonable control including, without limitation, any of the following: acts of God, exceptional weather conditions, flood, lightening or fire (except if the cause of fire originates from the Equipment), strike or lockout, terrorist and/or insurgent activity, armed conflict, large scale organized criminal activity, the omission of Government or administrative or other competent authority, war, military operations or riot. The Company shall be permitted to suspend its obligations under the Order for the duration of any force majeure event.

21. INSTALLATION OF THE GOODS

(a) Where the Company has agreed to install the Goods, the Purchaser shall at its own cost prepare the site on which the Goods are to be installed in accordance with the specifications furnished by the Company for this purpose and, in accordance with such specifications, provide such equipment (including without limitation, any equipment necessary to unload the Goods) and carry out such works to the site as may be necessary to enable the Company to install the Goods and if it shall fail so to prepare the site and provide such equipment and carry out such works before the agreed delivery date the Purchaser shall indemnify the Company for all costs and charges incurred by the Company (including storage and transportation costs) as a result of such failure.

(b) When the Goods shall have been installed at the site, tested and shown to be operating to the satisfaction of the Company, the Purchaser shall deemed to have accepted the Goods unless the Company has been notified to the contrary in writing by the Purchaser within seven days of completion of testing ("Notice"). The Purchaser shall not be deemed to have accepted the Goods within seven days of such defect being remedied.

(c) Purchaser Delays shall be considered excusable delays for the Company.

22. SOFTWARE

To the extent that the Goods contain or are software, Company hereby grants to Purchaser a non-exclusive, non-transferable, personal license to use the software and related documentation solely with the Goods. Purchaser’s use of the Goods conclusively evidences its acceptance of the license and these Terms and Conditions, including this Condition 22. Title to the software shall at all times remain with Company. Purchaser agrees that the software and all enhancements, related documentation, and derivative works are, and will remain, the sole property of the Company and includes valuable trade secrets. Purchaser agrees to treat the software and related documentation as confidential and to not copy, reproduce, sub-license, translate, customize, localize, modify, add to, or in any way alter, rent, or loan the software or related documentation.

23. CEIA METAL DETECTORS

If the Goods sold under these Conditions includes metal detectors manufactured by CEIA the following additional provision applies: 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 the Purchaser requests that the Company not install the unit in accordance with CEIA’s recommendations, COMPANY SHALL HAVE NO LIABILITY FOR ANY CLAIMS, COSTS, LOSSES, LIABILITIES AND DAMAGES OF ANY SORT (WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE, AND WHETHER ARISING IN TORT, CONTRACT, WARRANTY, STRICT LIABILITY, RELIANCE OR UNDER ANY OTHER THEOREY) RELATING TO THE LACK OF FIRM FIXATION OF THE CEIA UNIT TO THE FLOOR. To the fullest extent permitted by applicable law, Purchaser shall indemnify and hold the Company harmless from and against any and all actual or threatened Losses resulting from the lack of firm fixation of the CEIA unit to the floor.

24. X-RAY BODY SCANNER

(a) Pursuer 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 the Purchaser’s responsibility and that the Company shall have no liability relating to the use or operation of the Goods by Purchaser or anybody acting on the 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 section. Without limiting the generality of the foregoing, Purchaser undertakes to use the Goods in full compliance with Company’ 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 by or on behalf of the Purchaser shall comply with all applicable privacy and data protection laws.

(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 actual or threatened Losses to the extent they arise from any non-compliance with the undertakings in paragraphs (a) to (c).

25. COMPLIANCE AND ETHICS

(a) The Purchaser shall be responsible for and shall exclusively finance the cost of collection, delivery, treatment, recovery and environmentally sound disposal by an approved, authorised treatment facility of all WEEE arising or deriving from the Goods.

(b) The Purchaser shall comply with all additional obligations placed upon the Purchaser by the WEEE Regulations in respect of WEEE referred to in 26(a) and by virtue of the Purchaser accepting the responsibility set out in 26(a).

(c) The Purchaser shall provide to the Company and the Company’s WEEE producers compliance scheme operator with such data, documents, information and other assistance as the Company and/or such scheme operator may from time to time reasonably require to enable the Company to comply with its obligations pursuant to the WEEE Regulations and such operator to satisfy the obligations assumed by it as a result of the Company’s membership of the operator’s compliance scheme.

(d) The Purchaser shall be responsible for all costs and expenses arising from and relating to its obligations in this Clause 26.

(e) This Clause 26 applies to all new electrical and electronic equipment (EEE) put on the UK market by the Company after 13 August 2005 (known as new WEEE), as well as all EEE put on the UK market before 13 August 2005 (known as historic WEEE) which becomes waste as a result of a purchase of new EEE from Company after August 2005.

(f) The Purchaser agrees to indemnify and keep indemnified and hold harmless the Company and its compliance scheme operator from and against all costs and expenses which the Company or the compliance scheme operator incurred suffers as a result of a direct or indirect breach or negligent performance or failure in performance by the Purchaser of its obligations in this Clause 26.

26. DISPOSAL AND COMPLIANCE WITH WEEE REGULATIONS

(a) For the purposes of this Clause 26 "WEEE Regulations" means the Waste Electrical and Electronic Equipment Regulations 2006 (SI 2006/3289) (as amended, replaced and/or modified from time to time) and “EEE” means electronic and electronic equipment as defined in the Regulations.

(b) The Purchaser shall be responsible for and shall exclusively finance the cost of collection, delivery, treatment, recovery and environmentally sound disposal of all WEEE arising or deriving from the Goods.

(c) The Purchaser shall comply with all additional obligations placed upon the Purchaser by the WEEE Regulations in respect of WEEE referred to in 26(a) and by virtue of the Purchaser accepting the responsibility set out in 26(a).

(d) The Purchaser shall provide to the Company and the Company’s WEEE producers compliance scheme operator with such data, documents, information and other assistance as the Company and/or such scheme operator may from time to time reasonably require to enable the Company to comply with its obligations pursuant to the WEEE Regulations and such operator to satisfy the obligations assumed by it as a result of the Company’s membership of the operator’s compliance scheme.

(e) The Purchaser shall be responsible for all costs and expenses arising from and relating to its obligations in this Clause 26.

(f) This Clause 26 applies to all new electrical and electronic equipment (EEE) put on the UK market by the Company after 13 August 2005 (known as new WEEE), as well as all EEE put on the UK market before 13 August 2005 (known as historic WEEE) which becomes waste as a result of a purchase of new EEE from Company after August 2005.

(g) The Purchaser agrees to indemnify and keep indemnified and hold harmless the Company and its compliance scheme operator from and against all costs and expenses which the Company or the compliance scheme operator incurred suffers as a result of a direct or indirect breach or negligent performance or failure in performance by the Purchaser of its obligations in this Clause 26.

(h) Further information in respect of the Company’s arrangements for WEEE recycling (including information on removal of radioactive source materials and certification that the EEE is free from contamination) can be found at http://www.smithsdetection.com/EEE_compliance.php

(i) The Company’s Producer Registration Number, assigned by the UK Environment Agency is WEE/DC2576RW.