1. DEFINITIONS

In these Conditions:-

(a) "Company" means the Smiths Detection company identified on the Quotation/Order.

(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 tort and in contract, including liability for consequential loss (including loss of revenue or profit) or damage of any kind however caused or arising.

(d) "ICC Incoterms" means the International Chamber of Commerce's Incoterms in force from time to time.

(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 and/or Services, referencing the Terms and Conditions of Sale herein and any other contemporaneous writing.

(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 requested), provide adequate delivery instructions, take 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 be: 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 this contract and, in particular, without prejudice to the generality of the foregoing, contained in any order by the Purchaser.

(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 give 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 Company's specifications, product brochures and other published matter 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 and/or Services 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 on the face of the Quotation or otherwise in writing.

(b) The Goods and/or Services 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 and/or Services.

(c) The price of the Goods includes the cost of basis packaging.

(d) The price of the Goods and/or Services excludes Value-Added Tax (VAT) which shall be charged at the prevailing rate at the time of invoice, if applicable.

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

(f) The Purchaser shall not be entitled to make any deduction from the price of the Goods and/or Services 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) In respect of Goods, the Company shall invoice the Customer on or at any time after completion of all delivery in accordance with Condition 6(a), unless otherwise agreed in writing with the Customer.

(b) In respect of Services, the Company shall invoice the Customer on or at any time after completion of all services, unless otherwise agreed in writing with the Customer.

(c) The Purchaser shall, except where other payment arrangements are specifically agreed in writing or are identified on the face of the Order, make full payment for the Goods and/or Services not later than 30 days after the date of the invoice relating thereto or, if earlier, on the day which a receivable of the Purchaser’s undertaking is appointed or upon which an 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 eight per cent, per annum above the Bank of England base rate from time to time in force. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Purchaser shall pay interest together with the overdue amount.

(d) Time for payment shall be of the essence.

(e) Failure to pay the price or any part thereof and other moneys payable by the Purchaser hereunder when due will also entitle the Company to refuse to make delivery of any further consignment of Goods under this contract or goods under any other contract with the Purchaser and without incurring any liability whatsoever to the Purchaser for any delay.

(f) In addition to any lien to which the Company may otherwise be entitled, the Company shall, in the event of the Purchaser being insolvent or failing to pay the purchase price due under any other contract with the Company, 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.

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

(h) The Company reserves the right to change 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 such ability is in doubt. Such demand shall be in writing and the Company may, upon making such demand, stop production and/or suspend shipments hereunder without any liability whatsoever to the Purchaser.

5. TRANSFER OF RISK AND PROPERTY

(a) All risk and title in and to the Goods shall transfer to the Purchaser in accordance with the stated INCOTERM of the Quotation.

(b) 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.

(c) 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.

6. DELIVERY

(a) Unless otherwise specified on the Quotation, or otherwise agreed in writing, all shipments of Goods made by Smiths shall be Ex-Works the Company’s Designated Facility (INCOTERMS 2010). Notwithstanding the foregoing, all shipments exported outside of the European Union or the United Arab Emirates and the Company is located shall be FCA Company’s Designated Facility (INCOTERMS 2010).

(b) Unless otherwise stated in writing any time or date for the delivery of Goods shall run from the date on which acceptance of the Order is communicated to the Purchaser. Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence.

(c) Where the Goods are delivered EXW (INCOTERMS 2010), the Customer shall collect the Goods from the Company’s premises within 3 business days of the Company notifying the Customer that the Goods are ready for collection.

(d) Delivery and the Purchaser’s acceptance of the Goods shall be deemed to occur at the earliest point in time at which (i) the Goods arrive or are tendered for delivery under the ICC Incoterms.  Signature of any delivery note 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.

(e) Without prejudice to any rights of the Company hereunder, if the Purchaser shall fail to give on or before the agreed date of delivery all instructions reasonably required by the Company and all necessary documents, licences, consents and authorities (which the Purchaser is obliged under 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.

(f) 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 arising directly or indirectly therefrom and the Purchaser shall make payment to the Company within 30 days of the invoice date.

(g) Purchaser Delays shall be considered excusable delays for the Company and result in a corresponding automatic extension of any agreed upon time for the performance of the Company’s obligations under this Order. The Company shall not be liable to the Purchaser under any circumstances whatsoever, for delay, damage or loss resulting directly or indirectly from any Purchaser Delays.

(h) 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 the delivery of the Goods to the Purchaser) 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.

(i) The 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 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 affect other instalments.

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

(k) The provisions of this section 6 are subject always to section 20 below.

7. WARRANTY

(a) The 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 (f) above) provided the Purchaser notifies the Company in writing of any alleged defect within 30 days of its discovery. Under this product warranty the Company will make good any defect by repair or replacement within a reasonable period of time. If, in the opinion of the Company, the defect constitutes a breach of this product warranty, Purchaser shall not have the right to engage a third party to provide repairs or, unless otherwise agreed in writing, provide reasonable supervision, and regardless of the degree of diligence with which the Purchaser shall act in this matter, the Company shall not be liable to the Purchaser under this condition.

(b) Any parts or repaired or replaced free of charge under this product warranty will be subject to a product warranty on the same terms as this product warranty for the remaining initial warranty period.

(c) No claim will be met by the Company under this product warranty 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, subject to neglected or abnormal conditions or involved in any accident or any attempt to repair, replace or modify has been made without the authorization of the Company or if they have been in any way dealt with contrary to any oral or written instructions issued by the Company.

(d) Equipment and parts that are consumed in normal operation are not covered by this product warranty.

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

8. SUPPLY OF SERVICES

For delivery of Services by the Company the following terms will apply:

(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) The Purchaser shall provide the Supplier, its employees, agents, consultants and subcontractor with access to the Purchaser’s premises and other facilities as reasonably required by the Supplier for the performance of the Services.

(c) The Purchaser shall obtain and maintain all necessary licences, permissions and consent to carry out any other installation.

(d) The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement.

(e) The Company warrants that it shall use reasonable skill and care in the performance of the Services delivered under the Order. The Company does not warrant 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 first sentence of this provision shall be the only warranty given by the Company with respect to the Services provided.

(f) The Purchaser’s exclusive remedy for breach of the express warranty set forth in this provision 7(f) 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.

(g) The Company shall not be required to provide Services in the event of any of the following: (i) moving of the Equipment; damage to the Equipment caused by external sources or Force Majeure; Purchaser’s negligence or abuse; special modifications including, without limitation, tunnel extensions, connect of units to custom or non-Company-provided Baggage Handling System, or UFO damage to equipment which has been dropped, bumped or abused by Purchaser; or for any damage caused by Purchaser other than ordinary use. System Regeneration requirements, where applicable, are included in this agreement.

(h) All Services shall be performed between the hours of 8:00 a.m. and 5:00 p.m., local time, Sunday through Thursday, exclusive of the Company’s published holidays, unless work outside these hours is approved in advance by the Company or where the Purchaser will be responsible for payment at the then-current Company billable rates.

(i) Equipment not currently supplied by the Company services agreement must be inspected by an authorized Company services representative and must be deemed in good working condition prior to inclusion in a services agreement. Inspection fees may apply. The Company offers coverage to units in good working order. The Company reserves the right to refuse coverage of any Equipment for any reason.

(j) Any on-site vendor, certificates, regulatory authority, or other applicable fees shall be borne by Purchaser.

(k) Service agreement does not cover Equipment that has been highly contaminated. Equipment that has been contaminated, to the Company for repair is assumed to be free of contamination. If the Company has any reason to believe that any Equipment is contaminated, it is the Purchaser’s responsibility to have the product decontaminated prior to returning the product to the Company. The Purchaser shall be fully and solely liable to the Company in the event of any damages or illness caused by the Purchaser’s failure to abide by this Section 8 and hold the Company harmless accordingly, consistent with the terms of Section 10 herein.

(l) Purchaser agrees to ensure the safe and timely return of (i) any loaned Equipment provided under this agreement. The loaned Equipment must be returned to the Company within two days after Purchaser receipt of the repaired equipment or immediately upon request from the Company. Purchaser shall be charged current pricing in effect for Products not returned to the designated facility within the agreed upon time.

(m) The Company reserves the right to charge the Purchaser for the cost of repairing, replacing, or modifying any product returned to the Company that is not returned in the original condition at the time it was delivered to the Purchaser.

(n) No security screening equipment is capable of detecting every illegal and/or hazardous material or compound; all security screening equipment is not capable of detecting all illegal and/or hazardous materials; the chemical identity and chemical properties of hazardous materials, the skill, diligence and qualifications of the Operator (where applicable) and environmental conditions; and the equipment, in order to assist in the detection of illegal and/or hazardous materials;

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 decision or action under this condition.

(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 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 chemical properties of hazardous materials, the skill, diligence and qualifications of the Operator (where applicable) and environmental conditions; and the equipment, in order to assist in the detection of illegal and/or hazardous materials.

(c) The Company makes no warranty or warranty as to the results that will be obtained by the Purchaser or the Company’s servants or agents to the Purchaser or its employees, agents, consultants and subcontractor as to the purpose for which the Goods are supplied.

(d) 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 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 chemical properties of hazardous materials, the skill, diligence and qualifications of the Operator (where applicable) and environmental conditions; and the equipment, in order to assist in the detection of illegal and/or hazardous materials.

(e) Nothing in these terms shall exclude or limit the Company’s liability for: (i) death or personal injury; (ii) loss or damage to the extent that it is caused by the Company’s negligence; (iii) fraud or fraudulent misrepresentation; or (iii) any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

(f) Subject to (e)(i), neither the Company nor any of its affiliates shall be under any liability whatsoever to the Purchaser whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any indirect or consequential loss or damage (including loss of revenue, loss of profit or 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).

(g) To the extent permitted by the applicable law, all conditions, warranties or other terms whether express or implied, statutory or otherwise are hereby expressly excluded.

(h) Subject to (e)(i) and (f)(ii), in no event shall the total aggregate liability of the Company and its affiliates resulting from any breach of contract, breach of a duty of care, breach of statutory duty, product liability or otherwise howsoever caused or suffered be limited to the lower of: (i) the amount of the Order to which the Goods or Services relate or (ii) £500,000, and all conditions, warranties or other terms whether express or implied, statutory or otherwise, inconsistent with provisions of this Condition are hereby expressly excluded.

(i) All, if any, statements, recommendations and advice given by the Company or the Company’s servants or agents to the Purchaser or its
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, the names and addresses of the Purchaser's customers and product references and numbers and provide such details to the Company within 30 days of the Company's written request;
(b) submit to the Company all complaints relating to the Goods together with all available evidence and other information relating thereto and forward to the Company for examination if necessary the Goods in respect of which complaints are made together with full identification of such Goods including product references and numbers. In the event of any dispute arising between the Purchaser and any third party in relation to the quality or characteristics of any of the Goods sold by the Purchaser, the Purchaser shall inform the Company immediately of such dispute. The Purchaser shall promptly produce all documentary and other evidence which the Company may reasonably request in order to apply to the relevant party for death, personal injury or damage to property arising from the provision of Services or the supply of the Goods, to the extent that such a claim arises out of the breach of contract, breach of statutory duty, negligence, or failure or delay in performance by Purchaser, its employees, agents or subcontractors; (i) any claim made against the Company by a third party arising out of or in connection with the provision of Services or the supply of the Goods, to the extent that such a claim arises out of the breach of contract, breach of statutory duty, negligence, or failure or delay in performance by Purchaser, its employees, agents or subcontractors; (ii) any claim made against the Company by a third party for death, personal injury or damage to property arising from the Purchaser's use and/or operation of the Goods.

16. INDEMNITY

To the fullest extent permitted by applicable law, the Purchaser shall indemnify and hold the Company, 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 the part of the Company and the Purchaser hereby represents and warrants to the Company that no representation has been made to it by or on behalf of the Company that has in any way induced the Purchaser to enter into or carry out this contract with the Company.

(j) Should these Conditions apply to a consumer transaction the Purchaser's statutory rights shall not be affected by this Condition 9.

18. GOVERNING LAW AND JURISDICTION

Any dispute, difference, controversy or claim arising out of or in connection with this contract or any part thereof, including any question regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of
the Courts of the Dubai International Financial Centre ("the DIFC Courts"). Where the amount of the claim does not exceed 1,000,000- AED (or any higher amount to the parties to the claim may be permitted by the rules of DIFC to elect the DIFC Small Claims Tribunal as dispute resolution forum) the claim shall be heard by the DIFC Small Claims Tribunal. The Company may sue the Purchaser at his general venue, too.

These Terms and Conditions shall be governed by and construed in accordance with English law.

19. CHANGES AND TERMINATION

(a) Company shall have the right, in its sole discretion, to terminate the Order if the Purchaser:
   (i) is unable to pay its debts generally as and when they become due;
   (ii) is 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 the 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 Order which is (a) incapable of remedy (as reasonably determined by the Company); or (b) not remedied within 14 days of the date of the breach.

(b) On completion of the Order for any reason, the Purchaser shall immediately pay to the Company all of the Company’s outstanding unpaid invoices, and in respect of Goods and/or Services supplied for which an invoice has been submitted, the Company shall submit an invoice which shall be payable by the Purchaser immediately on receipt. The accrued right and remittance of the Company at termination shall not be affected including 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 Order. If a request for amendment or modification is accepted by the 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 Order an equitable adjustment shall be made in the price or delivery schedule of the Order, and the Order shall be modified in writing accordingly. Wherever the cost of property made obsolete as a result of the change is included in the price adjustment, Purchaser shall have the right to prescribe the manner of disposition of such property.

(d) The Purchaser is not entitled to cancel or terminate the Order without the Company’s prior written approval, which shall be entirely at the Company’s sole discretion. If Purchaser’s written request for termination is accepted by the Company, equitable provision shall be made to the Company for a recoupment of all costs incurred under the Order and for reasonable overhead and profit based on time and costs expended. The Order shall continue in effect until such time as payment is received.

(e) If the 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, the Company may treat such failure as a request of termination of the Order and dispose of the Goods as it sees fit. In such event, the Company shall be entitled to recover all costs incurred under the Order and for reasonable overhead and profit based on time and costs expended.

(f) If the Order refers to or contains separately priced line items for training and/or other Services, the Purchaser shall forfeit any related advance payment(s), or where no advance payment has been made, be charged a cancellation fee of not less than 30% of the relevant line item price in the event that the Purchaser cancels such Services.

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: act of God, exceptional adverse weather conditions, flood, lightening or fire (except if the cause of fire originates from the Goods), strike or lockout, terrorist and/or insurgent activity, armed conflict, large scale organized criminal activity, the act or omission of Government or administrative or other competent authority, war, warlike situations or riot, illness, epidemic or pandemic or a similar non-performance by a manufacturer or supplier or subcontractor resulting from such, in each case which hinders or prevents or otherwise adversely impacts Company’s performance. The Company shall not give and shall be deemed not to have given the Notice unless the Purchaser has found a substantial defect in the Goods. If the Company is so notified, the Company shall use its reasonable endeavours to remedy any such defect within a reasonable time and the Purchaser shall be deemed to have accepted the Goods within seven days of such defect being remedied.

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 be entitled to the parties to the agreed the Goods, which party has been notified to the contrary in writing by the Purchaser within three business days of completion of such testing (the ‘Notice’). The Purchaser shall not give and shall be deemed not to have given the Notice. If the Company has found a substantial defect in the Goods. If the Company is so notified, the Company shall use its reasonable endeavours to remedy any such defect within a reasonable time and the Purchaser shall 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 and result in a corresponding automatic extension of any agreed upon time for the performance of the Company’s obligations under this Order. The Company shall not be liable to the Purchaser under any circumstances whatsoever for any penalty, damage or loss resulting directly or indirectly from any Purchaser Delays.

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 purchased solely with the Goods. Purchaser’s use of the Goods conclusively evidences its acceptance of this 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, 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 will not reproduce, sub-license, or otherwise disclose the software and related documentation to third parties. Purchaser agrees to not disassemble, decompile, reverse engineer, create derivative works from, 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 silicon. 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) 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) Purchaser is hereby notified that the exposure of human beings to x-ray radiation may be harmful. Purchaser acknowledges that the safety 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’s maintenance procedures and operator manuals, to comply with the requirements of all applicable 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 harmless to 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

Smiths is an Equal Opportunity Employer and is committed to conducting its business ethically and lawfully. To that end Smiths, maintains a Code of Business Ethics and mechanisms for reporting unethical or unlawful
conduct. Smiths expects that the Customer also will conduct its business ethically and lawfully. Smiths Code of Business Ethics is available at https://www.smiths.com/modern-slavery-act