



Terms and Conditions of Sale V2. 23.11.20.

1. General

1.1 Definitions

Business Day:	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Commencement Date:	has the meaning given in clause 2.2.
Conditions:	these terms and conditions as amended from time to time in accordance with clause 20.8.
Contract:	the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
Control:	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.
COVID-19 Trigger Event	means either of the following events occurring directly or indirectly as a result of the outbreak of the COVID-19 virus: <ul style="list-style-type: none">(i) an adverse impact on the Supplier's ability to provide the Goods and/or perform the Services in accordance with the Conditions, the Contract, the law or at all;(ii) an increase in the costs incurred by the Supplier in providing the Goods and/or performing the Services of at least 5% since the price for the Goods and/or Services was last agreed with the Customer.
Customer:	the person or firm who purchases the Goods and/or Services from the Supplier.
Data Protection Legislation:	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
Delivery Location:	has the meaning given in clause 4.2.
Force Majeure Event:	has the meaning given to it in clause 18.
Goods:	the goods (or any part of them) set out in the Order.
Goods Specification:	any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.
Intellectual Property Rights:	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, 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.

- Order:** the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation as the case may be.
- Services:** the services supplied by the Supplier to the Customer as set out in the Service Specification.
- Service Specification:** the description or specification for the Services provided in writing by the Supplier to the Customer.
- Supplier:** Trent Instruments Limited registered in England and Wales with company number 05415135.
- Supplier Materials:** has the meaning given in clause 8.1.7.
- UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

- 1.2 No representative or agent of the Supplier has any authority to agree any terms or make any representations that are inconsistent with these Conditions or the quotation. The Supplier will not be bound by any statements made by any person purporting to act on the Supplier's behalf as to these Conditions or the quotation or any statements as to the delivery, quality, performance or suitability of the Goods unless any such statement is specifically confirmed in writing by a duly authorised officer of the Supplier and annexed to the Order.
- 1.3 Orders accepted by the Supplier can be cancelled only with the written consent of the Supplier, such consent to be in the Supplier's absolute discretion and then only by payment of reasonable cancellation charges which shall include expenses already incurred and account of commitments made by the Supplier together with a sum twenty per cent of the contract price.
- 1.4 The placing of an Order will be deemed to be full acceptance of these Conditions.

2. Basis of Contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods or Services or Goods and Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

- 2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 90 Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. Goods

- 3.1 The Goods are described in the Goods Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4. Delivery of Goods

- 4.1 The Supplier shall ensure that:
 - 4.1.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods, special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.2 it states clearly on the delivery note any requirement for the Customer to return any packaging material to the Supplier. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request.
- 4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.6 If the Customer fails to take delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

- 4.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
- 4.6.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.8 If the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 4.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 4.10 All export orders have to be shipped, totally, in accordance with HMRC documentation & VAT regulations (including proof of shipment, overseas receipt & record retention). All freight forwarding must be conducted via the Suppliers approved agent. There will be no exceptions to this stipulation.

5. Quality of Goods

- 5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods shall:
 - 5.1.1 conform with the Goods Specification;
 - 5.1.2 be free from material defects in design, material and workmanship; and
 - 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 5.1.4 be fit for any purpose held out by the Supplier.
- 5.2 Subject to clause 5.3, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:
 - 5.2.1 the Customer gives notice in writing during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.10;
 - 5.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and
 - 5.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost.
- 5.3 Goods returned to the Supplier for inspection (rejection/overhaul/repair) must have a purchase order included. Goods will be booked in and stored safely and the Customer will be contacted with a Non Conformance Report (NCR). If after 6 months the Supplier has received no instructions or replies to communications from the Customer, the property in the Goods or materials shall be deemed to pass to the Supplier, who shall be entitled to deal with the Goods or materials as it sees fit.
- 5.4 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 4.10 if:



- 5.4.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2.1;
 - 5.4.2 the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
 - 5.4.3 the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
 - 5.4.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 5.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - 5.4.6 the Goods differ from Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.5 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.10.
- 5.6 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. Title and Risk

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until:
- 6.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods; or
 - 6.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 6.4.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
 - 6.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 16.1.2 to clause 16.1.4; and
 - 6.3.5 give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - 6.3.5.1 the Goods; and
 - 6.3.5.2 the ongoing financial position of the Customer.
- 6.4 Subject to clause 6.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
- 6.4.1 it does so as principal and not as the Supplier's agent; and
 - 6.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 6.5 At any time before title to the Goods passes to the Customer, the Supplier:

- 6.5.1 may by notice in writing, terminate the Customer's right under clause 6.4 to resell the Goods or use them in the ordinary course of its business; and
- 6.5.2 require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. Supply of Services

- 7.1 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 7.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8. Customer's Obligations

- 8.1 The Customer shall:
 - 8.1.1 ensure that the terms of the Order and any information it provides in the Service Specification and the Goods Specification are complete and accurate;
 - 8.1.2 co-operate with the Supplier in all matters relating to the Services;
 - 8.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - 8.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 8.1.5 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 8.1.6 comply with all applicable laws, including health and safety laws;
 - 8.1.7 keep all materials, equipment, documents and other property of the Supplier (**Supplier Materials**) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
 - 8.1.8 comply with any additional obligations as set out in the Service Specification and the Goods Specification.
- 8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
 - 8.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;



- 8.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- 8.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. Charges and Payment

- 9.1 Charges quoted or agreed for Goods manufactured by the Supplier, or Services supplied by the Supplier are based on the cost of labour and materials prevailing at the time of the Contract. Such prices may be increased by the Supplier in line with any increases in the cost of labour and materials between the date of quotation or Contract and the date of supply of Goods or Services.
- 9.2 All charges are strictly nett cash against invoice unless otherwise stated and are exclusive of purchase tax VAT or any similar taxes, levies or duties. The Supplier reserves the right to charge interest without notice on accounts overdue at 5% above Lloyds Bank base rate for the time being on a daily basis and compounded by three monthly rests.
- 9.3 All charges are "ex works" unless otherwise stated. Packing and carriage charges will be applied at the Suppliers rate at the time of invoicing.

10. Invoice and Payment

- 10.1 Terms of Payment are strictly pro forma until a credit account is established. Payment pursuant to a credit account is 30 days nett month account (NMA) from date of invoice unless specifically agreed in writing by a Director of the Supplier. If any sum due remains outstanding (whether demanded or not) the Supplier shall be entitled to interest thereon until payment (after as well as before any judgement) at 5% above Lloyds Bank base rate applicable at that time. Time for payment shall be of the essence of the Contract.
- 10.2 The Customer shall make the payments provided for under these terms in full and shall not be entitled to make any deductions or set-off against any payment by reason of any claim arising under this or any other contract or for any other reason.
- 10.3 As all Goods are supplied against the specific requirements of each Buyers' individual Order, alterations, cancellations or returns cannot be made without the Supplier's consent. In such circumstances all work carried out against the Order must be paid for in full.
- 10.4 Should default be made by the Customer by not paying any sum or instalment due under any Order as and when it becomes due, the Supplier shall have the right to suspend all further deliveries until the default be made good or to cancel the Order so far as any Goods remain to be delivered thereunder.

11. Intellectual Property Rights /Indemnity

- 11.1 All Intellectual Property Rights owned by the Supplier, or produced from or arising as a result of the performance of any Contract shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.
- 11.2 Customer may only use Intellectual Property Rights owned by the Supplier when express permission in writing has been obtained by the Customer from the Supplier and on terms specified by the Supplier.

- 11.3 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.
- 11.4 Illustrations and other advertising matter supplied by the Supplier represent generally the Goods offered but are not binding in points of detail as improvements are being constantly made in design. All drawings are submitted in confidence and must not be copied, shown to any third party, or used for any other purpose whatsoever without our agreement in writing.

12. Data Protection

- 12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation and their respective privacy policies.
- 12.2 The parties acknowledge and agree that neither party will be processing personal data on behalf of each other than business contact data for the purpose of delivering the Goods and Services. In the event that either party is required to process personal data on behalf of the other, the parties agree that they will enter into an appropriate agreement.

13. Customer's Property

- 13.1 Any goods or materials given or supplied free issue or otherwise by the Customer to the Supplier for the performance of Services by the Supplier shall remain at the sole risk of the Customer who shall keep any such items insured to their full value. In the event that such goods or materials and the Supplier, having first carried out the Services, has given the Customer notice in writing that the goods or materials are ready for collection, then upon the expiry of six months from the date of such notice, the property in the goods or materials shall be deemed to pass to the Supplier, who shall be entitled to deal with the goods or materials as it sees fit.

14. Confidentiality

- 14.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 14.2.
- 14.2 Each party may disclose the other party's confidential information:
 - 14.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 14; and
 - 14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

15. Limitation of Liability: The Customer's Attention is Particularly Drawn to this Clause.

- 15.1 The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 15.2 The restrictions on liability in this clause 15 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

- 15.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 15.3.1 death or personal injury caused by negligence;
 - 15.3.2 fraud or fraudulent misrepresentation;
 - 15.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - 15.3.4 defective products under the Consumer Protection Act 1987.
- 15.4 Subject to clause 15.3, the Supplier's total liability to the Customer shall not exceed the price paid by the Customer for the Goods or Services.
- 15.4.1 Subject to clause 15.3, the types the following types of loss are wholly excluded by the Supplier:
- 15.4.1.1 loss of profits;
 - 15.4.1.2 loss of sales or business;
 - 15.4.1.3 loss of agreements or contracts;
 - 15.4.1.4 loss of anticipated savings;
 - 15.4.1.5 loss of use or corruption of software, data or information;
 - 15.4.1.6 loss of or damage to goodwill; and
 - 15.4.1.7 indirect or consequential loss.
- 15.5 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 15.6 This clause 15 shall survive termination of the Contract.

16. Termination

- 16.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 16.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
 - 16.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 16.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 16.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.



16.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

16.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or,

16.2.2 there is a change of Control of the Customer.

16.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 16.1.2 to clause 16.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them.

17. Consequences of Termination

17.1 On termination of the Contract:

17.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;

17.1.2 the Customer shall return all of the Supplier Materials and Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

17.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

17.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

18. Force Majeure

18.1 Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 12 weeks, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

19. Covid-19

19.1 If a COVID-19 Trigger Event occurs, the Supplier may:

19.1.1 require the Customer to negotiate in good faith an amendment to the Contract to mitigate the COVID-19 Trigger Event, which may include (without limitation) an increase to the price of the Goods and/or Services; and

19.1.2 if no such amendment is made to the Contract within 30 days, terminate the Contract immediately by giving written notice to the Customer, in which case:

- 19.1.2.1 the Supplier shall be entitled to invoice the Customer for all costs incurred by the Supplier under the Contract up to the point of termination;
- 19.1.2.2 if Goods or parts and materials have been obtained to supply the Services and have not left the Supplier's premises, then the Supplier reserves the right to charge the Customer any storage costs and insurance costs for storing the Goods and such parts and materials and the Customer shall pay any such amounts if charged by the Supplier;
- 19.1.2.3 any invoice raised under this Condition 19.1 shall be payable by the Customer within 30 days; and
- 19.1.2.4 in the event that such invoice remains unpaid after 30 days, interest shall also be payable in accordance with clause 10.1.

20. General

20.1 Assignment and other dealings

- 20.1.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 20.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

20.2 Notices.

- 20.2.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - 20.2.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - 20.2.1.2 sent by fax to its main fax number or sent by email to sales@trentinstruments.co.uk.
- 20.2.2 Any notice shall be deemed to have been received:
 - 20.2.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - 20.2.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - 20.2.2.3 if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 20.2.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 20.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

- 20.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 20.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

- 20.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 20.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 20.6 **Entire agreement.**
- 20.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of 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 misrepresentation based on any statement in the Contract.
- 20.7 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 20.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 20.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 20.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.