

TERMS AND CONDITIONS OF SALE

- 1 **PRICES** - Prices quoted in price list are ex works and are subject to alteration without notice except where otherwise stated. The Seller reserves the right, after acceptance of an order, to increase the price of the goods at any time before delivery by notice to the Buyer. In such an event the Buyer may, on receipt of such notice, cancel the order.
UK orders under value as specified in current effective price list are subject to minimum order surcharge.
UK orders under value as specified in current effective price list are subject to packing and delivery charges.
Export orders are subject to packing, delivery, documentation and insurance charges, and may be subject to an administration charge. This value may vary from time to time at the discretion of the Seller.
- 2 **PACKAGING** - Whilst every precaution is taken in packing goods, no liability can be accepted for loss, breakage, or other damage to goods during transit.
- 3 **DELIVERY** - Delivery will be made when the goods are delivered to the Buyer's specified delivery address. Should the delivery be held by Customs in the Buyer's country for reasons other than documentation failure, then delivery will be deemed to have occurred and it will be the Buyer's responsibility for the goods thereafter. Delivery dates are approximate only but will be issued by the seller on their SOA. The Seller shall not be liable for failure to deliver by such dates or for any damage or loss arising directly or indirectly out of delay in delivery or out of non-delivery. Delivery will be via the Seller's nominated carriers or forwarding agents otherwise a surcharge will be imposed. The Seller reserves the right to part deliver. The Seller also reserves the right to withhold delivery if payment of the Buyer's account is overdue. Delivery within the UK will be made by post, courier or road as appropriate. Express delivery can be arranged at extra cost. Delivery to export markets is normally by courier, road, or by consolidated airfreight whichever is the most economical.
- 4 **CANCELLATIONS** - Cancellations of orders cannot be accepted after they have been processed except under the conditions provided under Clause 1.
- 5 **RETURNS** - The Seller cannot accept the return of goods unless the Buyer obtains the express written authority of the Seller and is issued an RMA number for the return.
- 6 **LIABILITY AND WARRANTY** - All products are offered in accordance with the Seller's current production specifications and are intended solely for use in connection with water leak detection, water monitoring and radio / telemetry applications. The Buyer must assure himself of the suitability of the products for his intended use.
In view of the wide variation in conditions to which the Seller's range of products may be subject, all materials are sold without liability of any kind, whether implied by Statute or otherwise.
The Seller shall not be liable for any injury, loss or damage, howsoever caused, arising directly or indirectly from storage, application or use of the goods. Any advice or recommendation given by the Seller, their servants or agents, as to the mode of storing, applying or using the goods, is given without liability on the part of the Seller.
- 7 **PASSING OF PROPERTY** - The Buyer acknowledges that before entering into the contract for the sale and purchase of goods ("the Agreement for Sale") he has expressly represented and warranted that he is not insolvent and has not committed any act of bankruptcy, or being a company with limited or unlimited liability, knows of no circumstances which would entitle any debenture holder or secured creditor to appoint a Receiver, to petition for winding up of the Company or apply for the appointment of an administrator or exercise any other rights over or against the Company's assets.
The Agreement for Sale shall constitute an agreement to sell goods and not a sale. No title to goods shall pass to the Buyer by reason of delivery or acceptance of the same.
The Seller shall remain the sole and absolute owner of goods until such time as the agreed price of goods has been paid to the Seller by the Buyer. Provided always that goods shall be at the risk of the Buyer as soon as they are delivered by the Seller. In any case where goods are delivered by instalments the provisions of this clause shall apply separately to each separate delivery of goods. The Buyer's right to possession of goods shall cease on whichever is the earliest of the following dates :-
(a) on the expiration of the agreed period of credit, if any;
(b) if he, not being a company, commits an act of bankruptcy, makes a proposal to his creditors for a composition under Section 253 of the Insolvency Act 1986 or does anything which would entitle the petition for a Bankruptcy Order to be made or, in the case of a foreign person does or suffers some act which renders them liable to similar proceedings;
(c) if the Buyer being a company, does anything or fails to do anything which would entitle a receiver to take possession of any assets or which would entitle any person to present a petition for winding up or apply for an Administration Order or, in the case of a foreign company does or suffer some act which renders him liable to similar proceedings;
(d) if the Buyer, being a company, or any Director thereof shall apply to the Court under Section 9 of the Insolvency Act 1986 for the appointment of an administrator.
The Seller may recover from the Buyer at any time those goods still in the Buyer's possession if any of the circumstances set out in this clause occurs, and for the purposes of such recovery, the Seller its agents or servants may enter upon any land or buildings upon which it is reasonably believed that goods are situated.
- 8 **CONDITIONS OF PURCHASE** - The Buyer's Conditions of Purchase are expressly excluded, except by written agreement of the Seller.
- 9 **INSURANCE** - Shipments will be carried by a Marine Insurance policy. Unless otherwise requested, insurance will cover 110% of the CIF value. Any departure from the insurance or its conditions will be carried out in accordance with the Buyer's instructions but no liability for any claims in respect of risks not covered by the policy will be accepted.
Goods should be examined as soon as possible on arrival at port of entry and again at ultimate destination. In the event of non-delivery, loss, breakage or other damage, the Buyer must forthwith give notice of claim to Carriers and to Insurance or their Agents.
Claims for loss and/or damage under insurance must be made promptly on the local agent of the insurance company and accompanied by the Certificate of Insurance and details of any notice of claim must be given to Carriers or their Agents.
- 10 **IMPORT LICENCES** - The Buyer is responsible for obtaining any necessary import Licence, and the Seller shall not be liable for any claim arising through non-compliance with import regulations.
- 11 **PAYMENT TERMS** - UK or Overseas Credit Account Customers payment in full (without any deduction or set-off) shall be due and payable within 30 days of the delivery of the Product or the carrying out of the service.
Export payment terms, unless otherwise agreed, are payment with order or in advance of shipment, or Confirmed Irrevocable Letter of Credit confirmed by a Bank registered in the UK.
Letters of Credit Terms should ensure that despatch and negotiation dates allow sufficient time for documents to be submitted before expiry.
- 12 **LATE PAYMENT** - The Seller reserves the right to charge interest at a commercial rate on invoices paid late.
- 13 **'FORCE MAJEURE'** - Orders may be suspended or cancelled (the Seller not being liable to the Buyer for any loss) as a result of any contingency beyond the Seller's control such as strike, lock-out, fire, accident, prohibition of export or import, Government decree or requirements, war or civil disturbances interfering with manufacture or delivery, shortage of raw or packing materials, receivership or imminent liquidation of the Buyer.
- 14 **WAIVER** - Any express or implied waiver or release or purported waiver or release by the Company of any term or condition of this contract or of any breach or default by the Buyer shall apply only in respect of the matters waived or released at the time when it is made or given. No such waiver or release shall constitute a continuing waiver or release in respect of any other or later matter nor shall it prevent the Company from acting upon any such other or later matter or breach or default or from enforcing any of the provisions of this contract in relation to any other matter, breach or default.
- 15 **ANTI-BRIBERY CLAUSE** -
15.1 The Buyer will
15.1.1 Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to:
15.1.1.a Local and national laws in the territories in which it operates.
15.1.1.b The UK Bribery Act 2010.
15.1.1.c The US Foreign Corrupt Practices Act 1977.
15.1.1.d The UN Convention Against Corruption.
15.1.2 Comply with the Halma p.l.c. Group Code of Conduct relating to bribery and corruption which may be found on the Halma website (www.halma.com).
15.1.3 Have in place its own policies and procedures to ensure compliance with this Clause.
15.1.4 Ensure that all parties with which it is associated or who are providing goods or services in connection with any contract governed by these Terms (including subcontractors, agents, consultants and other Intermediaries) are aware of and comply with the requirements of this Clause.
15.1.5 Maintain complete and accurate records of all transactions and payments related to any contract governed by these Terms and, on reasonable request, disclose details of those transactions and payments to the Company.
15.1.6 On reasonable request confirm in writing to the Company that it has complied with the requirements of this Clause.
15.1.7 Immediately inform the Company if it suspects or becomes aware of any breach of this Clause by one of its employees, subcontractors, agents, consultants or other intermediaries and provide detailed information about the breach.
- 15.2 The Buyer will indemnify, keep indemnified and hold harmless (on a full indemnity basis) the Company against all costs, expenses and losses that the Company incurs or suffers as a result of any breach by The Buyer of any of its obligations under this Clause. This indemnity will not apply to any fine levied on the Company as a result of the Company's criminal liability.
- 15.3 If The Buyer breaches Clause 1.2 above the Company shall have the right to terminate any contract governed by these Terms without notice and with immediate effect and will be in no way liable to The Buyer in respect of such termination for payment of damages or any other form of compensation.
- 16 **GOVERNING LAW AND ARBITRATION** - The construction, validity and performance of all contracts and agreements of sale shall be governed by Laws of England and all disputes which may arise, under, out of, or in connection with, or in relation to the same, shall be settled by arbitration in the London Court of Arbitration under and in accordance with its Rules at the date thereof. Service of any notices in the course of such arbitration at the address of the Buyer as given in the contract or agreement of sale in question shall be valid and sufficient.