



### LTE Scientific Terms and Conditions for the Sale of Goods (T&Cs)

This document sets out the T&Cs on which LTE Scientific Limited (“Us”, “Us”, “Our”) is willing to supply you (“You”, “Your”) with goods.

Please note that these T&Cs contain limitations on Our liability.

#### 1. Definitions and interpretation

1.1 In these T&Cs the following words and expressions shall have the following meanings:

“Contract” means the contract between Us and You for the sale and purchase of the Goods in accordance with these T&Cs;

“Delivery Address” means the address for delivery of the Goods which shall be Your principal place of business unless otherwise agreed in writing

“Estimated Delivery Date” means the date on which We estimate that the Goods will be delivered;

“Goods” means the goods and/or associated services other than maintenance (or any part of them) which We are to supply You with which may be set out in the Quotation;

“Intellectual Property Rights” means any and all intellectual property rights including, without limitation, patents, trademarks, rights in the nature of unfair competition, the right to sue for passing off, design rights, copyright, moral rights, rights in databases, domain names and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world) together with any and all related goodwill and all extensions and renewals;

“Order” means Your order for the supply of Goods from Us;

“Price” means the price specified in the Quotation or, if not so specified, in Our acceptance of Your Order;

“Quotation” means the quotation provided by Us to You, setting out Your details, the Goods, the Price and any other relevant terms or Specification agreed between us;

“Specification” means any specification for the Goods prepared or accepted by Us for the purposes of the Contract including any variation of such specification which has been agreed in writing between the parties;

“Warranty” means the warranty set out in Clause 7 below;

“Website” means our website at [www.lte-scientific.co.uk](http://www.lte-scientific.co.uk);

“Working Day” means a day which is not a weekend or public holiday at the Delivery address.



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- 1.2 In these T&Cs:
- 1.2.1 any reference to the singular includes the plural and vice versa and any reference to one gender includes all genders;
- 1.2.2 reference to persons shall include a natural person, bodies corporate, partnerships, unincorporated associations and any other legal or commercial entity or undertaking;
- 1.2.3 reference to a party includes its successors and permitted assigns;
- 1.2.4 reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision;
- 1.2.5 where a party is required to perform an obligation then that person shall, unless otherwise expressly stated to the contrary, bear all cost and expense associated with the performance of the obligation in question;
- 1.2.6 the words include, includes, including and included will be construed without limitation; and
- 1.2.7 a reference to **writing** or **written** includes email.
- 2. BASIS OF SALE**
- 2.1 You acknowledge that these T&Cs apply to any and all contracts for the sale of goods entered into by Us.
- 2.2 By placing an Order with Us (whether in respect of a Quotation or otherwise) You acknowledge and offer to deal on these T&Cs to the exclusion of any other terms that You seek to impose or incorporate (or which are implied by trade, custom, practice or course of dealing), warranties or representations (other than those made fraudulently). You shall not, and shall ensure that Your personnel shall not, attempt to bind Us to terms and conditions which are not these T&Cs.
- 2.3 No variation to these T&Cs shall be binding unless agreed in writing and signed by authorised representatives on behalf of each party.
- 2.4 Our employees and agents are not authorised to make any representations concerning the Goods unless confirmed by Us in writing. In entering into the Contract, You acknowledge that You do not rely on any such representations which are not so confirmed. You irrevocably and unconditionally waive any right You may have to claim damages and/or to rescind the Contract as a result of any misrepresentation (other than those made fraudulently) whether or not contained in the Contract.
- 2.5 The Quotation does not constitute an offer by Us to supply the Goods. The Contract is formed when We accept Your offer or Order.
- 2.6 Any Quotation given by Us is only valid for the period stated in the Quotation, or if none is stated, a period of 3 months from its date of issue, after which time We reserve the right to change any of the details contained in the Quotation.
- 2.7 Any samples, drawings, descriptive matter or advertising issued by Us and any descriptions of the Goods contained in Our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract nor have any contractual force.
- 2.8 Any advice or recommendation given to You by Us, our employees, or agents as to the storage, application or use of the Goods which is not confirmed by Us in writing is acted upon entirely at Your own risk and We shall not be liable for any such advice or recommendation which is not so confirmed.
- 2.9 Any error or omission in any sales literature, Quotation or Acknowledgement of Order, price list, invoice or other document issued by Us shall be subject to correction by Us without any liability on Our part.
- 2.10 You shall be responsible to Us for ensuring the accuracy of the terms of any Order placed by You and for giving Us any necessary information relating to the Goods and all assistance reasonably requested by Us within a sufficient time to enable Us to manufacture or supply the Goods.
- 2.11 No order which has been accepted by Us may be cancelled in whole or in part by You except with Our agreement in writing and on terms that You shall indemnify Us in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses which are or will be incurred by Us as a result of the cancellation.
- 3. SALE AND PURCHASE**
- 3.1 You agree to purchase the Goods from Us and We agree to sell the Goods to You.
- 3.2 If the Goods are to be manufactured or any process is to be applied to the Goods by Us in accordance with a Specification submitted by You, or if the Goods are to be marked with any trade mark at Your request, You shall indemnify Us against all losses, damages, costs, liabilities, claims and expenses which are or will be suffered or incurred by Us in connection with any claim for infringement of the Intellectual Property Rights of any other person or any other liability whatsoever which results from Our use of Your specification.
- 3.3 We may at any time change the design, construction and/or specification of the Goods for any reason, provided that such change does not materially affect their quality or performance.
- 4. DELIVERY**
- 4.1 We shall use our reasonable efforts to deliver the Goods to the Delivery Address on or around the Estimated Delivery Date, but time of delivery shall not be of the essence.
- 4.2 We may make delivery by instalments. Where Goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by Us to deliver any one or more of the instalments in accordance with the Contract, or any claim made by You in respect of any one or more instalments, shall not entitle You to cancel any other instalment.
- 4.3 If the Goods are damaged on delivery or less than the correct amount of Goods is delivered, then unless You notify Us and the carrier (and note on the delivery note the damage or shortage or the fact that you have not examined the Goods) within 2 Working Days of delivery, no claim against Us may be made in respect of damage to or short delivery of such Goods.
- 4.4 If the Goods have not been delivered despite receipt by You of an invoice from Us relating to the Goods, then unless You notify Us within 7 days after the date of such invoice, no claim can be made against Us in respect of non-delivery of those Goods.



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- 4.5 You shall be deemed to accept the Goods on delivery notwithstanding any late delivery by Us.
- 4.6 If You fail to give Us adequate delivery instructions before the Estimated Delivery Date or fail to take delivery of the Goods on or after the Estimated Delivery Date, then without prejudice to any other right or remedy available to Us, We may:
- 4.6.1 issue Our invoice in respect of the Goods as if the relevant Goods had been delivered on the Estimated Delivery Date; and/or
- 4.6.2 store the Goods until actual delivery is made and charge You for the costs (including insurance, handling and transport) of storage; and/or
- 4.6.3 sell or supply the Goods (whether or not such Goods were manufactured or marked by Us pursuant to the provisions of Clause 3.2 above) to a third party in any country at the best price readily obtainable and (after deducting all storage and selling expenses) reimburse or credit You with any balance over the amounts due to Us under the Contract or otherwise;
- 4.6.4 sell or supply the Goods (whether or not such Goods were manufactured or marked by Us pursuant to the provisions of Clause 3.3. above) to a third party and notify you of a new Estimated Delivery Date for replacement Goods; and/or
- 4.6.5 suspend other deliveries of the Contract.
- 4.7 We shall be entitled to invoice You for all amounts due under the Contract on the dates specified in the Quotation or, if not specified, at any time after delivery of the Goods unless in each case the Goods are to be collected by You or You wrongly fail to take delivery of them, in which case We shall be entitled to invoice You at any time after We have notified You that the Goods are ready for collection or (as the case may be) We have tendered delivery of the Goods.
- 4.8 We reserve the right to choose the form of transport for the Goods and the composition of each load.
- 4.9 The Goods shall be considered to have been delivered as soon as they are ready to be unloaded at the Delivery Address which shall be considered to be the case when all ropes, chains, sheets, restraining bars and other means of fastening to or on the vehicle have been removed or, if the Goods are to be delivered ex works, upon them being made available to the Buyer or its carrier.
- 4.10 Unless otherwise agreed in writing between the parties, unloading of the Goods from the delivery vehicle shall be Your entire responsibility and on arrival at the Delivery Address You shall provide unloading facilities and shall unload them promptly. We shall be entitled to recover from You all and any costs and expenses incurred as a result of Your failure to do so.
- 4.11 Where Your premises are located outside the United Kingdom, or the Quotation has been provided specifically on the basis of ex works, the Goods shall be delivered ex works at Our premises Where agreed in writing We will arrange shipment to You as your agent.
- 5. TITLE AND RISK**
- 5.1 Risk of damage to or loss of the Goods shall pass to You on delivery or, if You fail to take delivery or fail to give adequate delivery instructions before the Estimated Delivery Date, on such failure or Estimated Delivery Date as appropriate.
- 5.2 You shall insure the Goods for their full Price against damage or loss on an "all risks" basis with appropriate insurers from the point when risk passes from Us to You in accordance with Clause 5.1 above and shall provide to Us on request a copy of the relevant insurance certificate relating to the Goods.
- 5.3 Ownership and title to the Goods shall not pass to You until We receive payment in full (in cash or cleared funds) for the Goods and any other goods that We have supplied to You at any time whether or not the Price has become due.
- 5.4 If any Goods owned by Us are incorporated into other goods and are not identifiable in and separable from the resulting composite or mixed goods, title to the resulting composite or mixed goods shall vest in Us and shall be retained by Us for so long as and on the same terms as those on which it would have retained title to the Goods in question.
- 5.5 Until such time as ownership and title in all Goods passes to You in accordance with Clause 5.3 above You shall:
- 5.5.1 hold the Goods in Your possession or control as Our fiduciary agent and bailee;
- 5.5.2 keep the Goods separate from all other goods held by You so that they remain readily identifiable as Our property;
- 5.5.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 5.5.4 keep the Goods properly stored, protected and insured;
- 5.5.5 maintain the Goods in satisfactory condition;
- 5.5.6 notify Us immediately if You become subject to any of the events listed in Clause 9.1.3 – 9.1.6; and
- 5.5.7 provide Us with such information as We may reasonably require from time to time relating to: a) the Goods; and (b) Your ongoing financial position.
- 5.6 You shall be entitled to resell or use the Goods in the ordinary course of Your business as principal and title to the Goods shall pass from Us to You immediately before the time at which resale by You occurs
- 5.7 For the avoidance of doubt, the Goods, all other goods supplied to You by Us and all goods into which the Goods or such other goods have been incorporated which are in Your possession shall be presumed to belong to Us unless You can prove otherwise.
- 5.8 Until ownership of and title to any goods owned by Us passes to You (and providing the goods are still in existence and have not been resold), We shall be entitled at any time to require You to deliver up such goods to Us and, if You fail to do so forthwith, to enter upon Your premises or any third party where such Goods are stored and repossess them. You shall procure that any third party which holds such goods shall permit Us to take possession of them and shall indemnify Us against any liability which We may incur to such third party in connection with taking or attempting to take possession of them. We shall be entitled to use or dispose of such Goods as We wish. Unless We expressly elect otherwise any contract between Us and You for the supply of the Goods shall remain in existence notwithstanding any exercise by Us of any of Our rights under this Clause 5.



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5.9 You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any Goods which remain Our property, but if You do so, all monies owing by You to Us shall (without prejudice to any of Our other right or remedies) forthwith become due and payable.

## **6. PRICE AND PAYMENT**

6.1 The Price shall be paid in the currency specified in the Quotation or, if not so specified, in Our acceptance of Your Order.

6.2 We reserve the right to increase the Price for Goods, by giving notice to You at any time before delivery, to reflect any increase in the costs of the Goods to Us due to:

- 6.2.1 any factor beyond Our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 6.2.2 any request by You to change the delivery date(s), quantities or types of Goods ordered or the relevant specification; or
- 6.2.3 any delay caused by any of Your instructions in respect of the Goods or Your failure to give Us adequate or accurate information or instructions in respect of the Goods.

6.3 The Price is exclusive of any applicable duties and value added tax, which You shall be additionally liable to pay to Us.

6.4 We shall be entitled to invoice You for all amounts due under the Contract on or at any time after delivery of the Goods unless the Goods are to be collected by You or You wrongly fail to take delivery of them, in which case We shall be entitled to invoice You at any time after We have notified You that the Goods are ready for collection or (as the case may be) We have tendered delivery of the Goods.

6.5 You shall make payment to Us in respect of all invoices in full and without any deduction or set off (whether in relation to such invoice or otherwise) within 30 days after the date of invoice unless other payment terms have been agreed. Time of payment shall be of the essence.

6.6 All payments made by You to Us whether pursuant to the Contract or otherwise shall be applied to invoices issued by Us and to Goods listed in such invoices in the sequence We determine.

6.7 If We have not received full payment of any amount payable to Us under the Contract by the due date then, without prejudice to Our rights, We shall be entitled to:

- 6.7.1 sue for the entire amount due; and/or
- 6.7.2 charge interest (both before and after any judgment) at the rate of 5% over the base rate from time to time of Barclays Bank PLC on the outstanding balance; and/or
- 6.7.3 recover from You any reasonable expenses and any legal costs incurred by Us in taking steps, including court action, to enforce Your obligations under the Contract for the payment of any amounts You owe Us; and/or
- 6.7.4 require the immediate return to Us of all goods agreed to be sold by Us to You in which the property has not passed to You in accordance with the provisions of Clause 5 above and You hereby agree to reimburse to Us upon demand Our costs or expenses in recovering such goods; and/or
- 6.7.5 suspend further deliveries of the Goods and any other goods which We have agreed to supply to You; and/or
- 6.7.6 reimbursement of any currency losses suffered by Us resulting from late payment where the price of the Goods is not payable in sterling.

## **7. WARRANTY AND LIABILITY**

7.1 We warrant that the Goods and any replacement Goods supplied under the Warranty will in all material respects and subject to Our manufacturing tolerances:

- 7.1.1 correspond with the Specification;
- 7.1.2 except to the extent that there is a conflict with the Specification, conform to any applicable data sheets issued by Us;
- 7.1.3 where there is no Specification and there are no applicable data sheets, be made with sound materials and workmanship to normal standards accepted in Our industry; and
- 7.1.4 that where the Goods are associated services they will be provided with reasonable care and skill.

7.2 We shall have no liability under the Warranty in respect of any defects in the Goods or non-compliance with the Warranty arising from:

- 7.2.1 Your failure to follow any instructions given by Us relating to the Goods;
- 7.2.2 any drawing, design, specifications or information supplied by You;
- 7.2.3 fair wear and tear or damage to the Goods.

7.3 The Warranty shall not apply to any Goods which are sold as seconds, remainder stock, samples, obsolete or sub-standard.

7.4 No claim may be made under the Warranty unless the claim is made in writing within 30 days after You became or ought reasonably to have become aware of the circumstances giving rise to the claim and, subject to clauses 7.5 and 7.6 below, within 12 months after delivery of the Goods. If You are based in the United Kingdom, the Warranty will cover parts and labour. If You are based outside the United Kingdom, then the Warranty will cover parts only.

7.5 For specific Goods or parts of Goods, We may, at Our sole discretion, offer to extend the Warranty (an "Extended Warranty"). The duration of, the type of coverage provided by and any exclusions to the Extended Warranty shall be governed by the terms of the additional documentation provided to You by Us.



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- 7.6 For Goods covered by the Pressure Equipment Directive (PED/97/23/EC) or in the UK by the Pressure Equipment (Safety) Regulations 2016, We will offer You an extended warranty (an "Extended Pressure Vessel Warranty"). The duration of, the type of coverage provided by and any exclusions to the Extended Pressure Vessel Warranty shall be governed by the terms of the additional documentation provided by Us on request.
- 7.7 In the event of any valid claim under the Warranty or otherwise under the Contract being made by You, We shall be entitled (but not obliged) in full satisfaction of Our liabilities to provide replacements for the Goods in question. If We do not do so, Our liability for breach of Our obligations in respect of any such Goods shall not exceed the Price paid for the Goods. You shall preserve any Goods which do not comply with the Warranty for inspection by Us and shall return them to Us at Our cost if We so request.
- 7.8 The restrictions on liability in this Clause 7 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 7.9 We exclude all warranties, conditions, guarantees and representations (except those made fraudulently) as to quality or fitness for a particular purpose of or otherwise relating to the Goods whether express or implied, oral or in writing, except those expressly stated in the Contract. It is Your responsibility to check that the Goods are suitable for the purpose intended.
- 7.10 We shall be liable to You for any direct physical damage to Your property to the extent that it results from Our (or Our employees') negligence in connection with the Contract up to a maximum of £10,000,000 in respect of any one event or series of events.
- 7.11 Except pursuant to Clause 7.13, Clause 7.10 and Clause 8, We shall not in any event be liable for any indirect, special or consequential damages, howsoever arising or for loss of anticipated profits in connection with or arising out of the furnishing, functioning or use of the Goods or any item or advice or service provided or otherwise in connection with the Contract and shall not be liable for any other damages except as provided in the Contract.
- 7.12 Except pursuant to Clause 7.13 and Clause 8, no action, regardless of form, arising out of the transactions under the Contract may be brought by You more than 2 years after the cause of action has accrued.
- 7.13 Nothing in the Contract limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence or any other liability which cannot be excluded or limited as a matter of law.
- 8. THIRD PARTY RIGHTS**
- 8.1 All Intellectual Property Rights in or relating to the Goods shall belong to Us (even if developed solely for the purpose of supplying the Goods to You) except where such rights are identified in advance in any pre-contractual specifications submitted by You.
- 8.2 You shall promptly notify Us of any claim that any of the Goods constitute an infringement of any Intellectual Property Rights or a misuse of any confidential information belonging to any third party ("**a Claim**") and shall take no steps and make no admissions in relation to a Claim until We have had a reasonable opportunity to decide whether We wish to conduct the defence of such Claim.
- 8.3 We shall be entitled at Our own expense to conduct the defence of any Claim made against You in which case:
- 8.3.1 We shall have the sole control of the defence of such Claim and all negotiations for settlement or compromise;
- 8.3.2 You shall allow Your name to be used in proceedings if necessary and provide all reasonable assistance to Us; and
- 8.3.3 We shall be entitled to any costs awarded in Your favour.
- 8.4 We shall pay all damages and costs awarded against You in a final non-appealable decision by a court or tribunal of competent jurisdiction (except to the extent that You are entitled to recover such sums under any policy of insurance) directly resulting from a Claim **PROVIDED THAT:**
- 8.4.1 You have complied with the provisions of this Clause 8; and
- 8.4.2 You shall take all steps reasonably possible to mitigate or reduce any damages and costs which may be awarded against You as a result of such Claim.
- 8.5 If a Claim is successful or We consider that it is likely to be successful, We may, at Our option or as part of a settlement or compromise, procure for You the right to continue using the Goods which are the subject of such Claim, modify them so that they are non-infringing or terminate the Contract in so far as it applies to those Goods, in which latter case We shall refund to You the Price paid for such Goods.
- 8.6 In no event shall We have any liability under this Clause 8 with respect to any Claim falling within the scope of Clause 3.2 above or resulting from the use of the Goods otherwise than for their natural purpose or the purpose for which We knew We supplied them to You if use for such purposes would not have given rise to a successful Claim or for their use in combination with any other product or equipment not supplied by Us if use without such combination would not have given rise to a successful Claim.
- 8.7 This Clause 8 states Our entire obligation and liability with respect to infringement of Intellectual Property Rights and misuse of confidential information. Our liability under this Clause 8 shall not in any event exceed the amount paid to Us under the Contract.



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**9. TERMINATION AND CONSEQUENCES OF TERMINATION**

- 9.1 Without affecting any other right or remedy available to Us, We may terminate the Contract with immediate effect by giving written notice to You if:
- 9.1.1 You commit a material breach of Your obligations under the Contract and (if such breach is remediable) fail to remedy that breach within 20 days after receipt of notice in writing to do so;
- 9.1.2 You fail to pay any amount due under the Contract on the due date for payment;
- 9.1.3 You take any step or action in connection with You entering administration, provisional liquidation or any composition or arrangement with Your 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 Your 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;
- 9.1.4 You suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of Your business;
- 9.1.5 Your financial position deteriorates so far as to reasonably justify the opinion that Your ability to give effect to the terms of the Contract is in jeopardy;
- 9.1.6 You undergo a change of Control (as defined in section 1124 of the Corporation Tax Act 2010); or
- 9.1.7 We reasonably apprehend that any of the events specified in Clauses 9.1.1 - 9.1.6 are about to occur in relation to You and notify You accordingly.
- 9.2 In the event of termination by Us pursuant to Clause 9.1 above then, without prejudice to any other right or remedy available to Us, We shall be entitled to cancel the Contract or suspend any further deliveries under it without any liability to You and, if the Goods have already been delivered but not paid for, the price of the Goods shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.
- 9.3 On termination of the Contract You shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, We shall submit an invoice, which shall be payable by You immediately on receipt.
- 10. INTELLECTUAL PROPERTY AND CONFIDENTIALITY**
- 10.1 You shall not remove, alter, deface or tamper with any of the trade marks, names, numbers or other means of identification of Ours used on the Goods or any accompanying documentation or packaging of the Goods, or allow anyone else to do so.
- 10.2 Nothing in the Contract will operate to transfer to You or to grant to You any licence or other right to use any of such intellectual property rights unless We provide Our express written consent to do so.
- 10.3 Each party agrees to maintain confidential the terms of the Contract and all information obtained from the other pursuant to the Contract, to respect the other's proprietary rights in it, to use it exclusively for the purpose of the Contract and to disclose the same only to those of its respective directors, officers and employees or professional advisors to the extent that such disclosure is reasonably necessary and proper for the purpose of the Contract, their duties or position.
- 10.4 Each party shall procure that all persons to whom it provides access to any information of the other shall be made aware of and subject to these obligations.
- 10.5 The obligations imposed by this Clause 10 shall not apply to any information which:
- 10.5.1 is at the date of the Contract generally known to the public or later becomes generally known to the public otherwise than by reason of breach of the recipient's obligations under these T&Cs;
- 10.5.2 is prior to disclosure under the Contract in the possession of the recipient free of any obligation of confidentiality;
- 10.5.3 subsequent to disclosure under the Contract becomes lawfully available to the recipient from a source independent of the other;
- 10.5.4 is independently developed by a party without recourse to any information supplied by the other party; or
- 10.5.5 either party is required to disclose by law or by the rules of any governmental or other regulatory body (including any applicable stock exchange or by a court or other authority of competent jurisdiction) provided that the party that is required to make the disclosure in question gives the other as much notice of that disclosure as possible and takes into account the reasonable requests of the other in relation to the content of this disclosure.
- 10.6 All materials, equipment and tools, drawings, specifications and data supplied by Us to You shall, at all times, be and remain Our exclusive property, but shall be held by You in safe custody at Your own risk and maintained and kept in good condition by You until returned to Us and shall not be disposed of or used other than in accordance with Our written instructions or authorisation.
- 11. DATA PROTECTION**
- 11.1 We will process all of Your personal data in accordance with Our Privacy Policy which is available on our Website at <https://www.lte-scientific.co.uk/privacy-policy/>.
- 12. LAWS, REGULATIONS AND LICENCES**
- 12.1 You shall comply with all laws and regulations relating to the ownership and use of the Goods including health and safety requirements, export control legislation and US re-export control legislation and shall indemnify Us against any loss suffered or expense incurred by Us as a result of You failing to do so.
- 12.2 We do not warrant that any necessary export licences for Your intended destination for the Goods will be available and it is Your responsibility to obtain any necessary licences unless We agree to do so in the Quotation or on Our order acceptance form. You shall supply any information or assistance requested by us in connection with Our application for any necessary licences.



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- 12.3 You shall ensure that all appropriate safety information (whether or not supplied by Us) is distributed and drawn to the attention of Your customers and all others (including its employers) who require it for the safe handling or use of the Goods.
13. **FORCE MAJEURE**
- 13.1 Neither party will be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract (other than an obligation to pay sums) if that delay or failure result from events, circumstances or causes beyond its reasonable control. In those circumstances the time for performance will be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.
14. **ANTI-BRIBERY, MODERN SLAVERY AND TAX AVOIDANCE COMPLIANCE**
- 14.1 Each of Us shall:
- 14.1.1 comply with all laws relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and shall ensure that our employees, representatives, subcontractors and agents comply with such laws;
- 14.1.2 have and shall maintain in place during the continuance of the Contract, its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and each of Us will enforce them where appropriate;
- 14.1.3 promptly report to the other any request or demand for any undue financial or other advantage of any kind received in connection with the Contract;
- 14.1.4 upon request, certify to the other, in writing, that it has complied with this Clause 14 and each of Us shall provide such supporting evidence of compliance as the other shall reasonably require; and
- 14.1.5 ensure that all persons associated with them in relation to the Contract comply with this Clause 14.
- 14.2 Each party may disclose the Contract and any information that it obtains in connection with it to any government agency or regulatory authority, or other persons that it reasonably determines, have a need for such information in connection with the Bribery Act 2010.
- 14.3 Each party will ensure that it shall comply in all respects with all applicable legal, regulatory and other requirements relating to anti-corruption and modern slavery including the Criminal Finances Act 2017 and the Modern Slavery Act 2015 and any equivalent legislation in any other jurisdiction in which the relevant party operates.
15. **GENERAL**
- 15.1 We may sub-contract Our obligations (or any part thereof) under the Contract.
- 15.2 We reserve the right not to repair or otherwise handle goods which We believe are contaminated with hazardous chemical, biological or radioactive materials. Before any Goods are returned to the Our premises for whatever reason You shall either give a signed declaration that the Goods are free from all such contamination or give a written warning that the Goods could be contaminated and provide the necessary expert advice on safe handling, cleaning and decontamination.
- 15.3 The remedies available to Us under the Contract shall be without prejudice to any other rights, either at common law or under statute, which We may have against You.
- 15.4 Our failure or delay to enforce or to exercise, at any time or for any period of time, any term of or any right, power or privilege arising pursuant to the Contract does not constitute and shall not be construed as a waiver of such term or right and shall in no way affect Our right later to enforce or exercise it nor shall any single or partial exercise of any remedy, right, power or privilege preclude any further exercise of the same or the exercise of any other remedy, right, power or privilege.
- 15.5 The invalidity or unenforceability of any term of, or any right arising pursuant to the Contract shall not in any way affect the remaining terms or rights which shall be construed as if such invalid or unenforceable term or right did not exist.
- 15.6 Any notice or communication in writing required or permitted to be served on or given to either party under the Contract shall be sent to the other party at its address which it has last notified to the sending party prior to the date of the notice and shall be deemed to have been served or given when actually received or, if sent by mail to such address and returned marked "gone away" or "not known" or to the like effect, on return of such mail.
- 15.7 The Contract is personal to You and You may not assign, transfer, sub-contract or otherwise part with the Contract or any right or obligation under it without Our prior written consent.
- 15.8 No agent of Ours has any authority to accept any order or make any contract binding on Us.
- 15.9 The Contract contains all the terms agreed by the parties relating to the subject matter of the Contract and supersedes any prior agreements, understandings or arrangements between them, whether oral or in writing, and no representation (unless made fraudulently), undertaking or promise shall be taken to have been given or been implied from anything said or written in negotiations between the parties prior to the Contract except as set out in the Contract.
- 15.10 In the event of any conflict between the provisions of the Contract and of any other document referred to in it, the provisions of the Contract shall prevail.
- 15.11 The construction, validity and performance of the Contract is governed by the law of England and the parties accept the jurisdiction of the English Courts. You shall have the right to commence proceedings solely in the English Courts but We shall have the right to commence proceedings either in the English Courts or in the courts of the country in which the Goods are delivered or of the country in which You are resident or which otherwise have jurisdiction.



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