

## Multivac UK Ltd. Conditions for the Sale of Goods (Equipment)

### 1. DEFINITIONS

- 1.1 In these conditions of sale: the following words have the following meanings
- (a) "binding order" has the meaning given to it in clause 2.4 of these conditions.
  - (b) "business day" a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
  - (c) "conditions" means these Conditions for the Sale of Goods (Equipment).
  - (d) "contract" means the contract between you and us for the sale of the goods which comprises the binding order and incorporates these conditions.
  - (e) "deposit" has the meaning given to it in clause 4.1 (a).
  - (f) "goods" means the equipment including the tooling (if applicable) supplied under the contract.
  - (g) "input documents" has the meaning given to it in clause 11.1;
  - (h) "installation site" the place where the goods are to be installed.
  - (i) "intellectual property" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), 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.
  - (j) "manufacturer" means the manufacturer of the goods.
  - (k) "order" means your purchase order form or your written acceptance of our quotation.
  - (l) "price" the price payable by you to us for the goods, as set out in the contract and as varied in accordance with clause 3.2 of these conditions
  - (m) "packaging" means the packaging produced by the goods.
  - (n) "technical specification" means the technical specification of the goods referred to in clause 6.3.
  - (o) "tooling" means the moulding tool which is a component part of the goods for the production of packaging.
  - (p) "us" "we" "our" means Multivac UK Ltd (which shall include our employees and sub-contractors).
  - (q) "you" "your" means the person who accepts our quotation or whose order is accepted by us.
  - (r) "your requirements" has the meaning given to it in clause 6.2.
  - (s) "warranty start date" means the date of acceptance of the goods in accordance with clause 6.6.
  - (t) "warranty period" the period of twelve (12) months commencing on the warranty start date.
- 1.2 The headings used in these conditions are for convenience only and shall not affect their interpretation.
- 1.3 If there is any conflict between these conditions and a binding order, the terms of the binding order shall prevail.

**Multivac UK Ltd. Conditions for the Sale of Goods (Equipment)****2. THE CONTRACT**

- 2.1 Subject to these conditions, we shall supply and you shall purchase such quantities of goods as are the subject of a contract.
- 2.2 A contract shall come into existence on the date an order becomes binding on you and us in accordance with clause 2.4 of these conditions. For the avoidance of doubt, any verbal agreements made between you and one or more of our members of staff or representatives in relation to the services shall not be binding upon you or us unless you and we subsequently enter into a binding order in relation to those services. All contracts shall be deemed to incorporate these conditions. Each binding order forms a separate contract between the parties.
- 2.3 These conditions shall apply to the provision of the goods and shall override and take the place of any other terms and conditions in any order or other document or other communication issued by you in concluding the contract with us.
- 2.4 An order shall be binding when it is accepted or deemed to be accepted by each of you and us in accordance with this clause 2.4 and is referred to in these conditions as a "binding order". An order shall be accepted or deemed to be accepted on the earlier of: (a) the date we confirm we accept the order; or (b) the date we commence fulfilling the order. No quotation issued by us shall constitute an offer which is capable of acceptance by you.
- 2.5 Our quotation is valid for a period of 28 days from the date the quotation is issued, or such other date set out in the quotation.
- 2.6 You may not cancel or withdraw a binding order without our written permission and your agreement to meet any costs incurred by us up to the date of termination (including any costs incurred by us in anticipated performance of the binding order). Without prejudice to any other of our rights at law or under the contract, cancellation of a binding order by you without our written permission will entitle us to repudiate the contract and retain any monies paid in advance.
- 2.7 We may cancel or withdraw a binding order without liability or obligation to you if we are not able to source the goods the subject of the binding order from the manufacturer.
- 2.8 Subject to clause 2.7, we shall sell and you shall purchase the goods in accordance with each contract.
- 2.9 The headings used in these conditions are for convenience only and shall not affect their interpretation.

**3. PRICE**

- 3.1 You agree to pay us the price in accordance with clause 4.
- 3.2 No deduction from or delay in payment of the price is permitted including (without limitation) in respect of set-offs or counter-claims, unless previously agreed by us in writing.
- 3.3 Unless otherwise stated, the price is exclusive of VAT.

**4. PAYMENT**

- 4.1 Unless otherwise agreed in writing and without prejudice to clause 4.2, we will invoice you for the price as follows:
- (a) 30% of the price plus V.A.T. (the "deposit") shall be invoiced at the time the binding order comes into existence; Payment of a deposit is due immediately. Factory orders will only be placed once cleared funds are received.
  - (b) 60% of the price plus V.A.T. (the "2<sup>nd</sup> stage") shall be invoiced prior to delivery. Commissioning of the goods will commence once cleared funds are received.
  - (c) 10% of the price plus V.A.T. on delivery of the goods. Payment of the final invoice is due on satisfactory installation.
- 4.2 If you delay delivery and/or commissioning of the goods for any reason for a period of 60 days or more from the end of month in which we expected to deliver the goods, then the full price becomes payable.
- 4.3 If any sum owed by you to us is overdue then delivery and / or commissioning of the goods will be delayed accordingly, and, without limiting our other rights and remedies under these conditions or at law, we shall be entitled to interest and compensation provided for under the Late Payment of Commercial Debts (Interest) Act 1998 and may suspend performance of any other contract agreed between you and us under these conditions or otherwise until such time as all sums owing by you to us are received.

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- 4.4 We may require you to secure the price of goods sold pursuant to this contract which are not paid prior to delivery by entering into a letter of credit or providing us with a bank guarantee or other security requested by us. Where this is required we shall notify you within 7 days of receipt of your order.

### 5. DELIVERY AND PASSING OF PROPERTY AND RISK

- 5.1 Any period or times stated for delivery of the goods (including installation) are to be regarded as estimates. Whilst we will do our best to keep to such periods and times, no guarantee is given and we accept no responsibility or liability for loss or damage suffered by you or any third party resulting from delay in delivery or installation. You do not have any right to cancel a contract, refuse to accept delivery of goods or to pay the price for those goods as a result of any delay.
- 5.2 We will deliver goods to the agreed delivery location, as set out in the contract. Delivery shall take place when we place the goods at your disposal at the agreed delivery location.
- 5.3 Ownership (title) of the goods shall not pass until we have received the price in full in accordance with these conditions.
- 5.4 The risk in the goods shall pass to you on delivery.
- 5.5 Until title to the goods has passed to you, you shall: store the goods securely so that they remain readily identifiable as our property; not remove, deface or obscure any identifying mark on the goods; maintain the goods in satisfactory condition and keep them insured on our behalf for their full price against all risks with a reputable insurer and on request you shall allow us to inspect goods and the insurance policy; give us, upon demand, such information as we may reasonably require from time to time relating to the goods and your ongoing financial position
- 5.6 If before title to the goods passes to you, you become subject to any of the events listed in clause 13.1(c) , then, without limiting any other right or remedy that we may have:
- (a) your right to use the goods in the ordinary course of your business will immediately cease without notice from us; and
  - (b) we may at any time require you to deliver up any goods in your possession that have not been irrevocably incorporated into another product and if you fail to do so promptly, we may enter your premises or that of any third party where the relevant goods are stored to recover them.

### 6. ACCEPTANCE TESTING AND ACCEPTANCE

- 6.1 We shall perform factory acceptance testing (FAT) at MULTIVAC Sepp Haggemüller SE & Co. KG in Germany (or at the site of the equipment manufacturer) and, should you have taken up the option to attend, notify you of the goods readiness for FAT (FAT notice).
- 6.2 Following delivery, you shall carry out site acceptance tests (SAT) and you shall notify us of the date and time of the SAT and permit us to be present.
- 6.3 Upon the goods passing the SAT, you shall confirm this by an authorised representative signing the agreed SAT-Protocol.
- 6.4 If any goods fail to pass the SAT you shall, within 3 business days from the completion of the SATs or any part of these tests, provide a written notice to us to this effect, giving details of such failure(s). We shall use reasonable endeavours to remedy the defects and/or deficiencies and the SAT shall be repeated within an agreed time and with our participation.
- 6.5 If the goods fail in some material respect to pass any repeated SATs following your written notice of such failure we may at our sole discretion:
- (a) fix (without prejudice to your other rights and remedies) a new date for carrying out further tests on the goods using the same criteria and if the goods fail such further test then you may request a repeat test under this Clause 6.5 or
  - (b) permit installation of the goods subject to amendment of the acceptance criteria or technical specification and/or a reduction in the price having taken into account all the relevant circumstances and acting reasonably.

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- 6.6 Acceptance of the goods shall be deemed to have occurred on whichever is the earliest of:
- (a) Your confirmation that the goods have passed the SAT;
  - (b) the expiry of 3 business days after the completion of the SAT where no failure notice is notified to us;
  - (c) 60 days from the date of delivery of the goods to your chosen; or
  - (d) your use of the goods for commercial production or for research and development purposes.

### 7. DESCRIPTIONS AND EXCLUSIONS

- 7.1 The description and price of the goods, as set out in our quotation, the binding order and/or the technical specification is deemed to be exhaustive. No other descriptions of or prices relating to the goods (whether on our website, within any of our catalogues, technical circulars, price lists or other literature published by us or on our behalf) are binding on us and are subject to change at our discretion. If there is any conflict or ambiguity between these documents, the following order of priority shall determine which documents shall prevail: technical specification, our quotation, the binding order.
- 7.2 Subject to clause 6.3, we warrant that the goods (and its settings, as specified by us) are fit for your requirements, as specified in the quotation which we issue to you ("your requirements"). We do not warrant that the goods will be fit for any other purpose.
- 7.3 We will undertake a technical review of the goods the subject of the binding order and may make changes to the technical specification provided by us in our quotation to you, if we believe it is necessary to fulfil your requirements. We will issue the final technical specification ("technical specification") to you prior to delivery of the goods. Any changes which we make to the technical specification to ensure that the goods meet your requirements, do not require your consent and will not result in a change in price unless you have asked us to make such changes. Any changes which you wish to make to the technical specification must be agreed by us and may result in a change in price. If you request changes, we are not responsible if such changes mean the goods do not meet your requirements.
- 7.4 You acknowledge and accept that we shall not be liable to you in the event that we are unable to supply the goods and/or perform the services for any reason as a result of any act, default or negligence by you or your staff.
- 7.5 We are not responsible for any of the items listed within this clause, which shall be your sole responsibility. Any delay in the provision or performance of any of these items may delay the delivery and/or installation of the goods and you shall reimburse us immediately on demand for any loss, damage, charges, expenses and other costs (in particular storage costs) we incur as a result:
- (a) evaluation and fitting out of your installation site so that it is suitable for the installation and operation of the goods including, but not limited to: production space and accessibility for the goods; foundations and factory floor preparations (including levelled surface for the goods); the ambient temperature and humidity required for the operation of the goods; water, air, electricity and other supplies necessary to the installation site; the installation site fulfils the safety regulations and/or any other legal requirements for the operation of the goods; any seismic anchorage required for the goods.
  - (b) connection and supply lines to the connecting points of the goods for utilities such as gases, cooling water, compressed air and exhaust pipes etc. and wiring and tubing of any peripheral hardware;
  - (c) unloading from the delivery truck, unpacking or un-crating of the goods at the installation site, transportation and positioning at the installation site, assembly crane, fork-lift truck, hoisting devices including operator and tools at the installation site;
  - (d) installation of the goods, unless we have agreed to carry out such installation in the binding order;
  - (e) any consumables and products which shall be packaged with the goods for testing, training, production, research or development purposes;
  - (f) any advanced level training required. (basic operator training is provided on site by us);
  - (g) the safe disposal of packaging material, waste products and similar items (including provision of sufficient and adequate waste containers);

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- (h) any changes to the setting of the goods recommended by us;
- (i) any future updates of the software relating to the goods;
- (j) any construction drawings relating to the goods and/or parts of the goods and/or the moulding tool and/or parts of it;
- (k) access to the installation site including for the transport arrangements required for the installation of the goods;

### 8. WARRANTY

- 8.1 Subject to the remaining provisions of this clause 8 we warrant that on the warranty start date and for the warranty period, the goods shall conform in all material respects with their technical specification, be free from material defects in design, materials and workmanship and be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 8.2 Save as set out in clauses 7.2 and 8.1, you acknowledge and accept that we have made no warranties or representations in relation to the goods, including (without limitation), their fitness for any particular purposes, unless expressly set out in a binding order.
- 8.3 You are obliged to undertake a careful inspection of the goods on delivery. Subject to clause 8.4, if you believe that all or any of the goods do not comply with the warranty set out in clauses 7.2 or 8.1 at any time during the warranty period:
- (a) you notify us in writing within 3 business days of the date the goods are delivered to you in accordance with clause 5 (in the case of defects which are apparent upon visual inspection) or, in respect of latent defects, within 3 working days of your discovery of the same;
  - (b) you give us a reasonable opportunity to examine such goods; and if required, you return such goods to our place of business,

and, subject to you performing your obligations in accordance with this clause 8.3, if we agree that such goods fail to comply with the warranty set out in clause 8.1 during the warranty period we shall, at our option, repair or replace the defective goods (unless we are prevented by any applicable law from doing so), or refund the price paid by you for the defective goods in full (save that, where the defect is minor and does not affect your ability to use the goods, we shall only be required to refund a proportion of the price equivalent to the reduction in their use to you). For the avoidance of doubt, we shall have no liability to you in respect of any goods which fail to comply with the warranty where you have failed to notify us of the same within the time periods set out in this clause.

- 8.4 We shall not be liable for any goods which fail to comply with the warranty set out in clause 8.1 at any time outside the warranty period or if we believe (acting reasonably) that the defect has arisen or been exacerbated as a result of any of the following events:
- (a) improper installation or start-up of the goods by you or a third party;
  - (b) you fail to follow our oral or written instructions as to the storage, commissioning, installation, settings, use and/or maintenance of the goods or (if there are none) good trade practice regarding the same;
  - (c) corrosion or fair wear and tear of the goods which for the avoidance of doubt shall include all knives and gaskets;
  - (d) you use the goods in a way not notified to us at the time we enter into the contract or subsequently approved in writing;
  - (e) you alter or repair the goods without our prior written consent and should our prior written consent be granted, you do not follow our instructions;
  - (f) you use non-compatible consumables or materials, including films, in or in relation to the goods;
  - (g) the input documents or anything contained in them cause the defect;
  - (h) your failure to regularly inspect and/or test the goods and/or your continued use of goods with a known defect/failure;
  - (i) wilful damage, negligence, or abnormal storage or working conditions;
  - (j) any electronic or chemical impacts, abnormal temperatures, meteorological conditions or any other similar or natural circumstances not attributable to us;

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- (k) you do not grant us a reasonable time to make necessary repairs and/or supply replacements where we think fit; and/or
- (l) you or we make changes to the goods to ensure they comply with applicable statutory or regulatory requirements;

8.5 Except as provided in this clause 8, we shall have no liability to you in respect of the goods' failure to comply with any of the warranties set out in clauses 7.2 and/or 8.1.

8.6 In the event that we are threatened with or involved in any legal action, whether civil or criminal, ("the action") concerning goods supplied to you under the contract, you will on receipt of a written demand from us make any of the goods available to us for inspection at such times as we may reasonably request and deliver to us copies of all documents in your custody, possession or control relating to the goods concerned which are relevant to the action, and you will assist us in avoiding or defending the action or minimising the damage resulting from the action including but not limited to tracing all parties whose products may have been packaged by the goods.

### 9. LIMITATION OF LIABILITY

9.1 Each of the sub-clauses in this clause 9 are to be treated as separate and independent.

9.2 Nothing in these conditions shall be deemed to exclude or limit our liability for death or personal injury resulting from negligence, or fraudulent misrepresentation or for any other liability which cannot be excluded or limited by law.

9.3 Subject to clause 9.2 we shall not in any circumstances be liable to you in respect of any loss of profit, revenue, goodwill, reputation, sales, contracts, savings, products, production or other pure financial loss that you suffer or for any indirect and/or consequential loss or damage, whether arising in contract, tort (including negligence), misrepresentation, restitution or otherwise breach of statutory duty or otherwise, in connection with any goods sold to you pursuant to a contract.

9.4 Subject to clause 9.2 our total liability to you in relation to a contract shall be limited to the price payable by you pursuant to that contract.

9.5 Save as expressly stated herein or in the guarantee supplied with the goods, all warranties and conditions whether express or implied by statute (including in particular Section 13, 14 and 15 of the Sale of Goods Act 1979), usage, trade custom or otherwise relating to the quality or nature of the goods or their life or wear or fitness for any particular purpose or use under any specific conditions are hereby expressly excluded.

9.6 We shall not in any circumstances be liable to you under any contract once the limitation period applicable to a specific legal course of action has expired.

### 10. YOUR OBLIGATIONS

10.1 The goods will be fitted with such guarding and safety devices as we may consider necessary to ensure, so far as is reasonably practicable, that it is safe when properly used in accordance with the operating manuals.

10.2 Notwithstanding the provisions of clause 10.1, you acknowledge and accept that you are solely responsible for: ensuring that the goods are safe for the use intended by you; you have trained all operators in how to use the goods safely; that the goods are operated in accordance with the operational manuals at all times; that you have obtained all licences, permits and consents necessary for the receipt, installation and use of the goods as intended by you; and that the goods comply with all applicable laws in the territory of the installation site, AND you shall keep us indemnified in full and on demand from and against any loss, liability, damage, cost or expense arising directly or indirectly from your failure to comply with this clause

10.3 If you require any guarding or safety device in addition to those supplied with the goods, this will be provided as an addition to the goods and the price and any estimated times for delivery and installation will be adjusted accordingly. You will be responsible for compliance with any requirements of local legislation.

### 11. FORCE MAJEURE

11.1 Force majeure event means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, lightning, storm, typhoon, tornado, drought, earthquake, landslide, soil erosion, subsidence, washout or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion, disturbance or riots, blockade, war (whether declared or undeclared), threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or

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breaking off of diplomatic relations, acts of terrorism, insurrection, military uprising or act of public enemy; fire, explosion, nuclear, chemical or biological contamination or sonic boom; any laws, rules, regulations, orders of any governmental authority or any action taken by a government or public authority, or compliance with them including without limitation imposing an export or import restriction, quota or prohibition or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; and transport accidents or incidents, interruption or failure of utility service.

- 11.2 Provided it has complied with clause 11.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this contract by a force majeure event (affected party), the affected party shall not be in breach of this contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 11.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the affected party.
- 11.4 The affected party shall:
- (a) as soon as reasonably practicable after the start of the force majeure event, notify the other party in writing of the force majeure event, the date on which it started, its likely or potential duration, and the effect of the force majeure event on its ability to perform any of its obligations under the contract; and
  - (b) use all reasonable endeavours to mitigate the effect of the force majeure event on the performance of its obligations.

## 12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 Subject to clause 12.2, all intellectual property subsisting in the goods, drawings, specifications and other documents provided by us in connection with the contract (**materials**) belong to us or the manufacturer. If the goods are commissioned by you or their design or manufacture otherwise includes any specification, drawings, guidelines, input or contribution (**input documents**) from you, you agree that all intellectual property subsisting in such input documents shall belong to us or the manufacturer and you hereby assign all of your rights, title and interest in such input documents (including all intellectual property in the same) to us or the manufacturer (as appropriate and as set out in the binding order). You will sign all documents and do all acts necessary to vest all rights in the input documents to us. You may use the input documents and the materials for the sole purpose of receiving, installing, operating and servicing the goods for their intended purpose.
- 12.2 You shall own the intellectual property rights in the packaging design to be used in conjunction with the goods where you have specified the design.
- 12.3 You shall be responsible for the following:
- (a) Your failure to properly obtain, at your own cost, any right, licence, consent and/or other third party approvals necessary for the manufacture, subsequent sale and/or distribution of the design of the packaging and/or the subsequent sale and/or distribution of the products packaged with the goods;
  - (b) Your failure to properly obtain any third party approvals (including but not limited to governmental approvals, licenses, consents and other permissions) necessary for the use and operation of the goods at the installation site;
  - (c) any claim by a third party which relates to:
    - (i) the packaging design specified by you;
    - (ii) the goods, as modified by you or any other third party without our prior written approval or with our approval but not in accordance with our instructions or those of our employees and/or subcontractors; or
    - (iii) any input documents provided by you or any third party and or any changes to the technical specification requested by you; and/or
    - (iv) any products provided by you or any third party which are used in relation to the goods.
- 12.4 You shall indemnify us in full and on demand from and against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs

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(calculated on a full indemnity basis) and all and other professional costs and expenses) suffered or incurred by us arising out of or in connection with any claim relating to any of the matters specified in clause 12.3.

- 12.5 You shall immediately notify us in writing giving full particulars if any of the following matters come to your attention:
- (a) any actual, suspected or threatened infringement of the intellectual property rights in the goods; or
  - (b) any claim made or threatened or you become aware that a third party may make a claim that the goods infringe the intellectual property rights of any third party.
- 12.6 If a court of competent jurisdiction determines that your possession or use of the goods in accordance with these conditions and the technical specification infringes the intellectual property rights of any third party where such infringement is not caused or contributed to by any of the events listed in clause 12.3, and provided that you have complied with clauses 12.5 and 12.7, we shall indemnify you against all liabilities, costs and expenses you suffer or incur arising out of such infringement.
- 12.7 In respect of any of the matters listed in clause 12.6 above you shall:
- (a) enable us at our absolute discretion, to decide what action to take, if any;
  - (b) enable us to have exclusive control over and conduct of all claims and proceedings;
  - (c) not make any admissions of liability other than to us or otherwise compromise the claim and shall provide us with all assistance that we may reasonably require in the conduct of any claims or proceedings.
- 12.8 If any claim is made, or likely to be made, under clause 12.6 above, we may at our sole option and expense:
- (a) procure the right for you to continue to use the goods the subject of the claim;
  - (b) modify the goods the subject of the claim so that they cease to be infringing, provided that the goods shall comply in all material respects with the contract;
  - (c) terminate the contract immediately in respect of the goods the subject of the claim by notice in writing to you and refund the price paid in relation to such goods on your return of the goods to us.
- 12.9 We shall not in any circumstances have any liability for any claim of infringement of intellectual property rights:
- (a) if you do not grant us a reasonable time in order to take the actions set out in clause 12.8 above;
  - (b) if the actions set out in clause 12.8 above are economically unreasonable, cannot be realised within a reasonable period or are not permitted by law; or
  - (c) you do not comply with clauses 12.5 and 12.7 above.
- 12.10 The delivered software may contain open source components in whole or in part. These are subject to the relevant license conditions of the used open source components. The relevant license conditions can be requested at the following email address: [opensource@multivac.de](mailto:opensource@multivac.de) and are part of the granting of rights of use. The customer undertakes to observe these terms of use while using the open source components.

## 13. TERMINATION

- 13.1 Without prejudice to any other rights we have at law or under the contract, we may by notice in writing to you terminate any contract forthwith or suspend any further deliveries under the contract, without any liability to you if:
- (a) You fail to pay any undisputed amount due under a contract on the due date for payment and remain in default not less than 14 days after being notified in writing to make payment;
  - (b) You shall commit any breach of any of the terms of any contract with us PROVIDED if such breach is in our opinion remediable that we have previously given you notice thereof and the same had not been remedied within seven days thereafter; or



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- (c) You become subject to any of the events listed below or we reasonably believe that you are or about to become subject to them:
- (i) you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or you admit inability to pay your debts or are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986; or
  - (ii) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with your creditors; or
  - (iii) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up; or
  - (iv) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over you; or
  - (v) the holder of a qualifying floating charge over your assets has become entitled to appoint or has appointed an administrative receiver;
  - (vi) a person becomes entitled to appoint a receiver over your assets or a receiver is appointed over your assets; or
  - (vii) you take any step or action in connection with obtaining a moratorium;
  - (viii) one of your creditors or encumbrancers attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of your assets and such attachment or process is not discharged within 14 days; or
  - (ix) any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in clause 12.1(c) (i) to clause (viii) (inclusive); or
  - (x) you suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business; or
  - (xi) your financial position deteriorates so far as to reasonably justify the opinion that your ability to give effect to the terms of the contract are in jeopardy.

13.2 We may suspend or terminate all or any contracts in accordance with clause 4.3 (c), if any of the circumstances in clause 13.1 apply, or in the event that you undergo a change of control (as defined by section 1124 of the Corporation Tax Act 2010).

13.3 Each contract shall expire on the date that the parties have performed all of their obligations under the contract.

13.4 Termination or expiry of a contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages for any breach of the contract that existed at or before the date of termination or expiry.

#### 14. GENERAL

14.1 All contracts shall be governed by and construed in accordance with English Law and all disputes arising under such contracts shall be submitted to the exclusive jurisdiction of the English courts.

14.2 The parties to the contract do not intend that any term of the contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

14.3 You may not assign, subcontract or otherwise deal with any of your rights or obligations under the contract without our prior written permission.

14.4 The contract constitutes the entire agreement between the parties. You acknowledge that you have not relied on any statement, promise or representation made or given on our behalf which is not set out in the contract.

14.5 No waiver of any right or remedy under these conditions or by law shall be effective unless given in writing and shall not affect any subsequent right or remedy.

### **Multivac UK Ltd. Conditions for the Sale of Goods (Equipment)**

- 14.6 A failure or delay by us to exercise any right or remedy provided under these conditions 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 by us of any right or remedy provided under these conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.7 Except as set out in these conditions (which shall include, without limitation, clause 7.3), no variation of the contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by us.
- 14.8 Any notice given to a party under the Contract shall be in writing and addressed to that party at its registered office or principal place of business (if not a company) and shall be delivered and addressed as follows:
- (a) by hand or commercial courier when left at the address;
  - (b) by prepaid first class post or recorded delivery at 9.00am on the second working day after posting.
- 14.9 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.