



STANDARD TERMS & CONDITIONS FOR THE SALE OF GOODS

1.1 INTERPRETATION

In these conditions the following words have the following meanings:

“Company” Yamazaki Mazak U.K. Limited registered in England and Wales (company number 01508951) whose registered office is at Badgeworth Drive, Worcester, WR4 9NF;

“Company Materials” any documents or other materials, and any data or other information provided by the Company relating to the Goods;

“Conditions” the standard terms and conditions of sale as set out in this document and as amended from time to time in accordance with Condition 2.4;

“Contract” the Order and the Company’s acceptance of the Order;

“Customer” means either: (i) the person(s), firm or company named in the Quotation, or (where different) (ii) the party to whom the Company’s invoices are sent;

“Goods” any goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them);

“Installation Services” the services the Company shall carry out to install the Goods at the agreed premises, as described further in the Quotation;

“Intellectual Property Rights” any and all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

“Location” as defined at Condition 5.1;

“Losses” losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis);

“Order” the Customer’s order for the Goods, as set out in the Customer’s written acceptance of the Quotation, or in the completed “order specification sheet” signed by the Customer;

“Price” has the meaning given to it in Condition 11.1;

“Quotation” the Company’s written quotation for the Goods and Services being provided under a Contract;

“Services” the Installation Services and the Training Services;

“Specification” any specification for the Goods that is supplied by the Company to the Customer or agreed in writing by the Company (but excluding the Company’s brochures or other sales materials);

“Training Services” the training services to be provided by the Company to the Customer, as specified in the Quotation;



“**Warranty Period**” has the meaning given to it in Condition 4.1; and

“**Working Day**” a day (other than a Saturday, a Sunday or a public holiday in England) on which banks in London are open for business.

1.2

In these Conditions (except where the context otherwise requires):

1.2 In these Conditions (except where the context otherwise requires):

1.2.1 words in the singular include the plural and vice versa and reference to any gender includes the others;

1.2.2 reference to “a person” includes a natural person, company or unincorporated body (whether or not having separate legal personality);

1.2.3 a reference to “company” includes any company, corporation or other body corporate, wherever and however incorporated or established;

1.2.4 references to legislation are to that legislation as amended, extended or re-enacted from time to time;

1.2.5 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;

1.2.6 any words following the terms “including”, “include”, “in particular” or any similar terms shall be construed as illustrative only and shall not limit the sense of the words preceding those terms; and

1.2.7 a reference to “writing” or “written” includes faxes but not email.

1.3 Headings are for convenience only and shall not affect the interpretation of these Conditions.

1.4 The Contract shall be binding upon, and enure to the benefit of, the parties and their respective personal representatives, successors and permitted assignees, and references to any party shall include that party’s personal representatives, successors and permitted assignees.

2. APPLICATION OF THESE CONDITIONS

2.1 These Conditions are the only conditions upon which the Company is prepared to deal with the Customer and they shall govern the Contract to the entire exclusion of all other terms and conditions. The Contract constitutes the entire agreement and understanding between the parties, in respect of its subject matter.

2.2 No terms or conditions (other than these Conditions) endorsed upon, delivered with or contained in the Order, confirmation of order or other document (whether or not any such document is referred to in the Contract) or any other terms that the Customer seeks to impose or incorporate will form part of the Contract.

2.3 All conditions (other than these Conditions), warranties and other statements whatsoever that would otherwise be implied or imposed by statute, common law, trade custom or practice, a course of dealing or otherwise howsoever are (save for the conditions implied by section 12 of the Sale of Goods Act 1979) excluded from the Contract to the fullest extent permitted by law.



2.4 These Conditions apply to all the Company's sales of Goods and any associated Services and any variation to these Conditions and any representations about the Goods and Services shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of the Company.

2.5 Each Order shall be deemed to be an offer by the Customer to purchase Goods (and any associated Services) subject to these Conditions.

2.6 The Company shall not be obliged to accept any Order, and no Order shall be deemed to be accepted by the Company until the Company gives written notice of acceptance of the Order or (if earlier) the Company delivers the Goods to the Customer.

2.7 The Customer must ensure that the terms of its Order and any applicable Specification provided by the Customer are complete and accurate.

2.8 Any Quotation provided by the Company shall not constitute an offer and is given on the basis that no contract will come into existence until the Customer places an Order and the Company accepts that Order in accordance with Condition 2.6. Any Quotation is valid for a period of thirty (30) days only from its date (or from the date on which it has been varied, if any changes are subsequently made to the Quotation), during which period the Customer may place an Order based on that Quotation, provided that the Company has not previously withdrawn it.

2.9 The Customer acknowledges that it has not relied on, and shall have no remedy in respect of, any statement, representation, assurance, warranty or understanding made or given by or on behalf of the Company (whether innocently or negligently) which is not expressly set out in the Contract. The Customer shall not have any claim for innocent or negligent misrepresentation based upon any statement, representation, assurance or warranty in the Contract.

2.10 The Customer may not cancel any Order once it has been accepted by the Company in accordance with Condition 2.6. If the Customer does cancel any Order in breach of this Condition 2.10 then the Company may, in addition to any other remedies it may have, charge the Customer a cancellation fee calculated by reference to all costs reasonably incurred by the Company in fulfilling the order up until the date of deemed receipt of the amendment or cancellation.

3. DESCRIPTION

3.1 The description of the Goods shall be materially as set out in the Quotation and the applicable Specification. The Company does not warrant that the Goods shall be identical to any figures and statements in its brochures, its catalogues, drawings or other documents, as a result of improvements made to the Goods by the Company over time.

3.2 Notwithstanding Condition 3.1, if the Company expressly guarantees the accuracy of any information contained in the Specification or its catalogues, drawings or other documents in relation to any Goods, and if any such Goods fail to comply with the same during the Warranty Period then the Customer shall grant the Company a reasonable period of time and access to reasonable facilities to make the Goods comply with the same, and any agreed deadlines for Installation shall be extended accordingly.

3.3 The Company may amend any Specification if required by any applicable statute or regulation, following which the applicable Specification shall be that as so amended.

3.4 All samples, drawings, descriptive matter, specifications and advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced solely to describe the Goods approximately and do not form part of the Contract.



4. QUALITY AND WARRANTY

4.1 The Company warrants that (subject to the other provisions of these Conditions) upon delivery, and for a period of 12 months from the date of delivery (“Warranty Period”), the Goods will: (i) be free from material defects in design, materials and workmanship; (ii) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and (iii) conform in all material respects with their description in any applicable Specification. The Company further warrants that (subject to the other provisions of these Conditions) the Installation Services will be performed in accordance with reasonable skill and care.

4.2 The Company shall not be liable for a breach of warranty under in Condition 4.1 unless the Customer gives written notice of the breach to the Company, and (if the defect is as a result of damage in transit), to the carrier: (i) in the case of a defect that is apparent on normal visual inspection, within five (5) Working Days of delivery; (ii) in the case of a latent defect, within a reasonable time after the latent defect becomes apparent; and (iii) the Company is given a reasonable opportunity after receiving the notice under this Condition 4.2 to examine such Goods, and the Customer shall, at the Company’s option and cost, either return the Goods or make such Goods available for the Company’s inspection.

4.3 The Company shall not be liable for a breach of warranty under Condition 4.1 (and the Company shall make the final determination as to whether Condition 4.1 applies or not):

4.3.1 if the Customer makes any further use of such Goods after giving notice under Condition 4.2;

4.3.2 if the defect arises because of a breach by the Customer of this Contract, or because the Customer failed to follow any instructions from the Company (written or otherwise) as to the storage, installation, commissioning, use or maintenance of such Goods or (if none were given) failed to comply with good trade practice;

4.3.3 if the Customer alters or repairs such Goods without the written consent of the Company;

4.3.4 if the defect arises from the Company following any design, drawing, diagram, specification or other technical instruction provided by the Customer;

4.3.5 if the defect arises through wilful damage or the Customer’s negligence; or

4.3.6 in respect of fair wear and tear or in respect of consumable items (including batteries)

4.4 Subject to Conditions 4.2 and 4.3, if any of the Goods do not conform with any of the warranties in Condition 4.1 the Company shall at its option repair or replace such Goods (or the defective part) provided that, if the Company so requests, the Customer shall, at the Company’s expense, return the Goods or such of the Goods as are defective to the Company. If, following inspection, the Company determines that the defect is not covered by the warranty under his Condition 4.1, the Customer shall reimburse the Company’s cost of returning the Goods, and shall also pay the Company for the costs of repair, labour and parts.

4.5 If the Company complies with Condition 4.4 it shall have no further liability for a breach of any of the warranties in Condition 4.1.

4.6 This Condition 4 shall apply in respect of any repaired or replacement Goods for any unexpired part of the 12 month period referred to in Condition 4.1.

4.7 If, when performing its warranty obligations under Condition 4.1, the Company elects:



4.7.1 to repair the Goods and the Company installs any additional components onto the Goods (“**Spare Parts**”), the Company will transfer to the Customer (with full title guarantee and free from all third party rights) those Spare Parts;

4.7.2 to exchange or replace the Goods pursuant: (i) the Customer will transfer to the Company (with full title guarantee and free from all third party rights) the defective Goods it returns to Company and which is subject to the exchange or replacement; and (ii) the Company will transfer to the Customer (with full title guarantee and free from all third party rights) the replacement Goods which it provides to the Customer.

4.8 To the extent permitted by law, all other conditions, warranties or other terms which might have effect between the parties or be implied or incorporated into this Contract or any collateral contract, whether by statute, common law or otherwise, are hereby excluded, including those terms implied by sections 13 to 15 of the Sale of Goods Act 1979.

4.9 Where the Company is not the manufacturer of the Goods, the Company will endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company.

5. DELIVERY AND INSTALLATION

5.1 The Goods shall be delivered, to such location as specified in the Order on the date specified in the Order (the “**Location**”).

5.2 The Customer will provide at its expense at the Location adequate and appropriate equipment and manual labour for loading the Goods and shall provide all requisite instructions, documents, licences, access and authorisations required for or relevant to the delivery of the Goods and the performance of the Installation Services to enable delivery and installation to take place.

5.3 Delivery of the Goods shall be complete when the Company has offloaded the Goods at the Location and a delivery note has been signed by the Customer.

5.4 Installation of the Goods shall be complete when the Company has completed all Installation Services in respect of the Goods at the Location, and an installation report has been signed by the Customer.

5.5 Any dates specified by the Company for delivery of the Goods and the performance of the Installation Services are intended to be an estimate only and time for delivery is not of the essence. If no dates are so specified, delivery and installation will be within a reasonable time.

5.6 The Company shall not be liable for any delay in delivery of the Goods or performance of the Installation Services caused by the Customer failing to comply with Condition 5.2 or any other Condition.

5.7 If for any reason the Customer fails to accept delivery of any of the Goods within the period of seven (7) days after the Company has given the Customer notice that they are ready for delivery (or if the Company is unable to deliver the Goods within that period because the Customer has not complied with Condition 5.2 or any other Condition):

5.7.1 completion of delivery of the Goods will be deemed to have taken place at 9.00am on the next Working Day following the expiry of that period;

5.7.2 the Goods shall be at the risk of the Customer from the time specified in Condition 5.7.1;

5.7.3 without prejudice to any other rights or remedies it may have, including its rights under Condition 5.7.4, the Company may store the Goods until actual delivery and the Customer will be liable for all



related costs and expenses (including for storage and insurance); and

5.7.4 without prejudice to any other rights or remedies it may have, if the Customer has not accepted delivery of those Goods within seven (7) days from the time specified in Condition 5.7.1, the Company may resell or otherwise dispose of part or all of those Goods.

5.8 The Company may require the Customer to return (at the Company's expense) any packaging materials and, if so, the Company shall state such requirement on a delivery note accompanying the delivery of the Goods and the Customer shall make such packaging materials available for collection at such times as the Company shall reasonably request.

5.9 The Company may deliver the Goods by instalments and each instalment shall be treated as a separate Contract so that failure to deliver, or any defect in, one or more instalment shall not entitle the Customer to reject the other instalments.

5.10 Any liability of the Company for non-delivery of the Goods shall be limited to replacing within a reasonable time, or issuing a credit note against any invoice raised for, any such Goods that were not delivered.

6. TRAINING SERVICES

6.1 Where the Contract states that the Company shall provide Training Services, the Company shall provide such Training Services with reasonable skill and care. The Company shall provide the Training Services at the time and place agreed in the Contract and at the price agreed in the Contract.

6.2 The Customer shall pay all expenses (including travel, subsistence and hotel costs) of its staff attending training sessions at the Company's training centre.

7. CUSTOMER'S PROPERTY

7.1 The Company shall hold all property of the Customer provided to it by the Customer at the Customer's risk and the Customer shall remain responsible for the insurance thereof.

7.2 Without prejudice to any other rights which the Company may have, the Company shall have a lien and power of sale over all goods and property belonging to the Customer in its possession in respect of all sums due and payable by the Customer to the Company. If any such sums remain unpaid (in full or in part) more than three months after they become due, the Company shall be entitled to:

7.2.1 retain the Customer's property in its possession until full payment is made; and

7.2.2 dispose of the Customer's property in such manner and at such price as the Company sees fit on the expiry of 14 days' notice to the Customer.

7.3 The Company shall apply the proceeds of any disposal under Condition 7.2 in the following order:

7.3.1 payment of disposal costs.

7.3.2 payment of the outstanding sums; and

7.3.3 payment of any remainder to the Customer



8. CUSTOMER'S OBLIGATIONS

8.1 The Customer shall:

8.1.1 provide the Company with all information, materials and access to its premises and other facilities as reasonably required by the Company to provide the Services, and shall co-operate with the Company in all matters relating to the Services and the provision of the warranty support under Condition 4.1, including by preparing its premises for the delivery of the Goods and the supply of the Services;

8.1.2 comply with all applicable laws (including health and safety laws) and all instructions of the Company (including those provided during the performance of the Services and in any documentation provided by the Company relating to the Goods from time to time) in its use of the Goods, receipt of the Services and at any time when the Company's personnel are carrying out work on the Goods at the Customer's premises (whether under the warranty in Condition 4.1 or otherwise);

8.1.3 ensure that it has in place suitable insurance policies to cover all work done by the Company's personnel while on the Customer's site pursuant to this Agreement, including carrying out the Services, and any work under the warranty in Condition 4.1; and

8.1.4 keep all Company Materials at its premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation.

8.2 If the Company'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 Company 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 Company's performance of any of its obligations;

8.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this Condition 8.2; and

8.2.3 the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

9. RISK AND OWNERSHIP

9.1 The Goods shall be at the risk of the Customer from completion of delivery.

9.2 Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of the Goods and all other sums which are, or which become, due to the Company from the Customer on any account.

9.3 From completion of delivery until ownership of the Goods has passed to the Customer, the Customer must:



9.3.1 hold the Goods as the Company's bailee on a fiduciary basis;

9.3.2 store the Goods (at no cost to the Company) separately from all other goods of or in the possession of the Customer in such a way that they remain readily identifiable as the property of the Company;

9.3.3 not destroy, deface, remove or obscure any identifying mark or packaging on or relating to the Goods;

9.3.4 maintain the Goods in satisfactory condition;

9.3.5 keep the Goods insured on the Company's behalf for the full Price against all risks to the reasonable satisfaction of the Company and on request produce to the Company the policy of insurance;

9.3.6 hold the proceeds of the insurance referred to in Condition

9.3.5 on trust for the Company and not mix them with any other money, nor pay the proceeds into an overdrawn bank account;

9.3.7 inform the Company immediately if there occurs, or if the Company knows there is about to occur, any of the events referred to in Condition 16.2; and

9.3.8 give the Company such information relating to the Goods as the Company may from time to time require.

9.4 The Customer may resell the Goods before ownership has passed to it solely on the following conditions:

9.4.1 any sale shall be a bona fide transaction on arm's length terms; and

9.4.2 any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

9.5 If, before ownership of the Goods has passed to the Customer in accordance with Condition 9.2:

9.5.1 there occurs any of the events referred to in Condition 16.2; or

9.5.2 the Company reasonably believes that any of the events referred to in Condition 16.2 is about to occur; or

9.5.3 the Customer fails to observe or perform any of its obligations under the Contract or any other contract between the Customer and the Company; or

9.5.4 the Customer encumbers or in any way charges any of the Goods, the Company may, subject to Condition 9.6 and without limiting any other rights or remedies it may have, give notice to the Customer requiring it promptly to deliver up the Goods, failing which the Company may enter any premises of the Customer or of any third party where the Goods are held for the purpose of recovering the Goods.

9.6 The Company shall not be entitled to give notice under Condition 9.5 in respect of such of the Goods as have been resold in accordance with Condition 9.4 or irrevocably incorporated into another product.



9.7 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

9.8 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

10. FINANCE HOUSES

10.1 Where the Customer purchases the Goods for the onward hire to a user that is not the Customer ("End User"), the Customer shall procure that the End User complies with all obligations on the Customer in these Conditions as if the End User were the Customer.

10.2 The Company shall, when requested by the Customer or End User, provide warranty support to the End User in accordance with Condition 4. Notwithstanding the foregoing, the Company shall not have any liability to the End User under this Agreement (to the extent liability can be excluded by law), and the End User shall seek any legal recourse for poor performance of the Goods from the Customer.

10.3 Where warranty work is carried out by the Company for an End User on behalf of the Customer under Condition 10.2, the Customer shall indemnify and keep indemnified the Company in full and on demand for all claims made against the Company by the End User in relation to such warranty work.

10.4 For the avoidance of doubt, nothing in this Condition 10 shall have the effect of creating a direct contractual relationship between the Company and the End User, and the Customer shall remain the Customer, notwithstanding any onward hire of the Goods.

11. PRICE

11.1 Unless otherwise agreed by the Company in writing, the price for the Goods and the associated Services ("Price") shall be the price set out in the Order or, if no price is set out in the Order, the price set out in the Company's published price list applicable on the date of completion (or deemed completion) of delivery.

11.2 The Company may, by notice to the Customer before completion of delivery, increase the Price to reflect any increase in the cost of the Goods due to:

11.2.1 any request by the Customer to change the delivery date, quantity, Specification or type of Goods ordered;

11.2.2 any delay arising from the inaccuracy or inadequacy of, or failure to provide, requisite instructions or information reasonably required from the Customer by the Company to perform its obligations under the Contract; or

11.2.3 any increase in the rate of applicable import duty, or the costs of any materials, labour, transport or other items (including overheads) which the Company has to pay or incur in the performance of a Contract.

11.3 In the event of any price increase pursuant to Condition 11.2.3, the Company shall, if required by the Customer, provide a certificate from the Company's auditors certifying the amount of such increase, which shall be conclusive proof of the amount of price increase required.



11.4 Unless stated otherwise in the order, the Price shall be inclusive of all costs for carrying out delivery and the Installation Services at the Location. The Company reserves the right to charge the Customer additional amounts in the event the Customer requires delivery to an alternative address, or has any additional requirements relating to delivery and installation beyond those provided as part of the Installation Services, all of which amounts the Customer will pay in addition when it is due to pay for the Goods.

11.5 The Price is stated exclusive of value added tax (“**VAT**”), which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a valid VAT invoice.

12. PAYMENT

12.1 The Customer shall, in respect of each Contract, make payment for the Goods and Services as follows:

12.1.1 30% of the Price as a deposit (which shall not be refundable in any circumstances) upon acceptance of the Order by the Company;

12.1.2 60% of the Price upon delivery of the Goods in accordance with Condition 5; and

12.1.3 10% of the Price upon completion of installation of the Goods in accordance with Condition 5.4.

12.2 The Customer shall pay all other sums owing from it to the Company under this Contract within 30 days of the date of the Company’s invoice.

12.3 If the Company delivers any Goods in instalments, then each such instalment shall be treated as a separate Order for the purpose of payment under Condition 12.1. Failure by the Customer to pay for any instalment in accordance with Condition 12.1 shall entitle the Company to suspend delivery of further instalments until payment is made by the Customer.

12.4 Time for payment shall be of the essence.

12.5 No payment shall be deemed to have been received until the Company has received cash or cleared funds.

12.6 All amounts payable to the Company under the Contract shall become due immediately upon termination of the Contract despite any other provision.

12.7 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless required by law.

12.8 Without prejudice to any other right or remedy, the Supplier reserves the right to set off any amount owing at any time from the Customer to the Company against any amount payable by the Company to the Customer.

12.9 The Company shall be entitled to claim interest on the late payment of any amount properly due to the Company under the Contract accruing on a daily basis from the due date for payment until payment is made in full, both before and after any judgment, at the rate of 5% per annum above the base lending rate of National Westminster Bank plc from time to time (or at a rate of 5% per annum at any time when such base lending rate is below 0%).

12.10 To the extent that it does not exercise its right to claim interest under Condition 12.9, the Supplier reserves the right to claim interest and fixed sum compensation under the Late Payment of Commercial Debts (Interest) Act 1998.



13. LIMITATION OF LIABILITY

13.1 Subject to Condition 4, the following provisions of this Condition 13 set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation or otherwise howsoever.

13.2 Nothing in these Conditions shall limit or exclude the liability or remedy of either party:

13.2.1 for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;

13.2.2 for fraud or fraudulent misrepresentation;

13.2.3 for breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979; or

13.2.4 for any act, omission or matter, liability for which may not be legally excluded or limited.

(The Customer's attention is drawn to the provisions of Condition 13.3 below)

13.3 Subject to Condition 13.2:

13.3.1 (and subject to Condition 13.3.2) the Company's total aggregate liability to the Customer under or in respect of the Contract for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever shall in no circumstances exceed 100% of the Price; and

13.3.2 the Company shall not have any liability to the Customer, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever, for any loss of profit, loss of business, depletion of goodwill or any indirect or consequential loss whatsoever arising out of or in connection with the Contract.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 All rights, including any copyright or other Intellectual Property Rights, in any Company Materials shall, unless otherwise agreed in writing between the Customer and the Company, belong to the Company, subject only to a licence in favour of the Customer to use the Company Materials for the purposes of receiving the Goods.

14.2 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Company.

14.3 If the Goods are modified to a Specification provided by the Customer or its agent, the Customer shall indemnify and keep indemnified the Company in full and hold it harmless on demand from and against any and all Losses suffered or incurred by the Company or for which the Company may become liable arising out of or in connection with any claim made against the Company for alleged or actual infringement of a third party's Intellectual Property Rights in connection with the Company's use of such Specification and this Condition 14.3 shall survive termination of the Contract.



15. CONFIDENTIALITY

15.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Condition 15.2.

15.2 Each party may disclose the other party's confidential information:

15.2.1 to its employees, officers, representatives, contractors or subcontracts 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 Condition 15; and

15.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 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.

15.4 For the avoidance of doubt, all manuals, specifications, models, drawings or other technical information or data concerning the Goods or their creation or development are the confidential information of the Company for the purpose of this Condition 15.

16. CUSTOMER CAPACITY AND SOLVENCY

16.1 If there occurs any of the events referred to in Condition 16.2, or the Company reasonably believes that any of the events referred to in Condition 16.2 is about to occur, the Company may give notice to the Customer, following which, without limiting any other rights or remedies it may have:

16.1.1 it may, without incurring any liability to the Customer, cancel or suspend any further deliveries under the Contract or under any other contract with the Customer;

16.1.2 all outstanding amounts in respect of Goods the delivery of which is complete (or deemed to be complete) shall become immediately due; and

16.1.3 it may, without incurring any liability to the Customer, by notice to the Customer, terminate the Contract.

16.2 For the purposes of Conditions 9.3.7, 9.5.1, 9.5.2 and 16.1, the relevant events are:

16.2.1 the Customer 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;

16.2.2 the Customer suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business; or



16.2.3 the financial position of the Customer deteriorates to such an extent that in the reasonable opinion of the Company the capability of the Customer adequately to fulfil its obligations under the Contract has been placed in jeopardy.

16.3 On termination of the Contract or any part of it for any reason, the Customer shall immediately return to the Company all Company Materials. If the Company fails to do so the Company may (without limiting any other rights and remedies it may have) enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

16.4 The termination of the Contract for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the Company and the Customer existing at termination.

16.5 Such of these Conditions which expressly or by implication are intended to come into or remain in force on or after the termination of the Contract shall remain in full force and effect.

17. ASSIGNMENT

17.1 The Company may assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent.

17.2 The Customer shall not be entitled to assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract, without the prior written consent of the Company.

18. FORCE MAJEURE

18.1 If the Company is delayed or prevented in the performance of any of its obligations under the Contract by an event, circumstance or cause beyond its reasonable control which, by its nature, could not have been foreseen or, if foreseeable, was unavoidable, (including war or other armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, national or international emergency or calamity, cyber-attacks, strikes, lock-outs or other industrial disputes, (whether involving its own workforce or any third party's), failure of energy supply, disruption to transport, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of buildings or other structures, fires, floods, storms, earthquakes, natural disasters, extreme adverse weather conditions, other acts of God, loss at sea, epidemics or similar events and default of suppliers or sub-contractors caused by any such event), the Company shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation.

18.2 If the performance of any of the Company's obligations under the Contract are delayed or prevented as described in Condition 18.1 for a continuous period of six months, either Party may terminate the Contract, without liability to the other Party, by giving notice to the other Party.

19. COMMUNICATIONS

19.1 Any communication between the parties about the Contract shall be in writing, in English, and delivered personally, sent by pre-paid registered post or recorded delivery (or pre-paid registered air mail if overseas) or by email: (i) (in the case of communications to the Company) to the address or email address as set out in this Contract; or (ii) (in the case of communications to the Customer) to the address or email address set out in its Order acceptance.



19.2 Communications shall be deemed to have been received: (i) if delivered personally, at the time of delivery to the address; (ii) if sent by pre-paid registered post or recorded delivery, 48 hours after posting; (iii) if sent by pre-paid registered airmail, at 9.00am on the fifth Working Day after posting; and (iv) if sent by email, at 9.00am on the next Working Day after transmission provided that the subject line of the email identifies that it is a notice being given under this Contract and provided that a confirmatory copy is sent by one of the other means referred to in Condition 19.1 and is dispatched on the same date as the email was sent, failing either of which the email shall not constitute a valid notice.

19.3 Communications addressed to the Company shall be marked for the attention of the Yamazaki Mazak UK sales division (with a copy to the managing director of the UK sales division).

19.4 This Condition 19 does not apply to the service of any proceedings or other documents in any legal action or any arbitration or other method of dispute resolution.

20. GENERAL

20.1 The Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the parties. The Customer shall not have, nor represent that it has, any authority to make or enter into any commitments on the Company's behalf or otherwise bind the Company in any way.

20.2 The rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law. Any right or remedy expressly included in any provision of these Conditions (or the exercise thereof) shall not be considered as limiting the Company's rights or remedies under any other provision of these Conditions (or the exercise thereof).

20.3 If any provision, or part of a provision, of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a "void provision") such invalidity, illegality or unenforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.

20.4 No provision of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.

20.5 A failure to exercise, or delay in exercising a right, power or remedy provided to the Company by these Conditions or by law does not constitute a waiver of that, or any other, right, power or remedy and shall not (and nor shall any single or partial exercise of any such right, power or remedy) preclude the further exercise of that, or any other, right, power or remedy.

20.6 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer will only be effective if in writing and will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

20.7 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the law of England and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such matter.



21. NO-RUSSIA/BELARUS EXPORTATION CLAUSE

1.1 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation and Belarus or for use in the Russian Federation and Belarus any goods supplied under or in connection with this Contract that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 and/or such equivalent provisions of The Russia (Sanctions) (EU Exit) Regulations 2019 and the Export Control Order 2008, as amended from time to time.

1.2 The Customer shall use its best endeavours to ensure that the purpose of [Condition 1.1] is not frustrated by any third parties further down the commercial chain, including by possible resellers.

1.3 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of [Condition 1.1].

1.4 Any violation of this [Condition 1] shall constitute a material breach of this Contract, which the Customer acknowledges may cause the Company significant losses, including, but not limited to, damage to its brand and/or reputation. Accordingly, the Company shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of this Contract and all Orders placed under it, and any other agreements in force between the Company and the Customer; and (ii) payment of liquidated damages equivalent to of 100% of the total value of this Contract or Price of the Goods exported, whichever is higher.

1.5 The Customer shall immediately inform the Company about any problems in applying [Conditions 1.1 to 1.3], including any relevant activities by third parties that could frustrate the purpose of [Condition 1.1]. The Customer shall make available to the Company information concerning