

WESTMINSTER GROUP PLC

CONDITIONS OF SALE

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1 INTERPRETATION

1.1 In these Conditions:

“Buyer”	means the person who submits a Purchase Order to purchase a Solution that is accepted by Westminster in accordance with the provisions of Condition 2.2
“Buyer’s Equipment/Labour”	means equipment (if any) to be provided by the Buyer for use in the supply, installation or commissioning of the Solution and any local labour stipulated as necessary for the Solution as agreed between the Parties from time to time (in each case as set out in the Special Conditions)
“Conditions”	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any Special Conditions
“Confidential Information”	means all information of Westminster (in whatever medium including written, oral, visual or electronic form)
“Contract”	means Westminster’s acceptance of the Buyer’s Purchase Order
“Deposit”	means either a deposit, an advance payment or a mobilisation payment
“Document”	means without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form
“Goods”	means the goods (including any instalment of the Goods or any parts for them which Westminster is to supply in accordance with these conditions)
”Incoterms”	means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail
“Premises”	means the premises or any other location required or requested by the Buyer or Westminster for the performance of the Contract
“Purchase Order”	means the Buyer’s order or offer to purchase a Solution upon these Conditions and/or in accordance with the Specification and all Special Conditions as set out in the Westminster Quotation (as applicable)
“Services”	means the provision of services whether of design, installation, commissioning, maintenance, support, repair,

rectification or improvement which Westminster is to supply in accordance with these conditions

“Solution”	means the provision of Goods, Systems and/or Services provided by Westminster in accordance with these Conditions
“Specifications”	means the specifications of the Solution included, or referred to, in Westminster’s Quotation or in any other Document provided by Westminster
“Special Conditions”	means special conditions applicable to the Solution included in Westminster’s Quotation
“System”	means the fire, safety, security or defence system in relation to which Westminster is supplying Goods or providing Services
“Westminster”	means Westminster Group Plc of Westminster House, Blacklocks Hill, Banbury, Oxon OX17 2BS and/or any of the subsidiary companies in the Westminster Group
“Westminster’s Equipment”	means any equipment owned, leased, hired or borrowed by Westminster to be used in the supply, installation or commissioning of the Solution
“Westminster’s Quotation”	means any written quotation of Westminster for the Solution
“Writing”	includes electronic mail, facsimile transmission and comparable means of communication
“Works”	means the works of installation, commissioning, repair, replacement or maintenance undertaken by Westminster in accordance with the terms of the Contract

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 APPLICATION OF CONDITIONS

2.1 These conditions shall:

2.1.1 Apply to and be incorporated into the Contract; and

2.1.2 Prevail over any inconsistent terms or conditions contained or referred to in the Buyer’s Purchase Order, other Document or implied by trade custom, practice or course of dealing.

2.2 The Buyer’s Purchase Order or acceptance of the Westminster Quotation shall constitute an offer by the Buyer to purchase a Solution subject to these Conditions and/or in accordance with any Special Conditions set out in the Westminster Quotation (if applicable).

2.3 No offer placed by the Buyer shall be accepted by Westminster other than by written acknowledgement issued and executed by Westminster, when a contract of the supply of

a Solution will be established. The Buyer's standard terms and conditions (if any) attached to, enclosed with or referred to in any Purchase Order or any other Document shall not govern the Contract.

- 2.4 Any quotation is given on the basis that no Contract shall come into existence until Westminster has accepted the Buyer's Purchase Order by dispatching an acknowledgement of order to the Buyer. Any Westminster Quotation is valid for a period of 30 days only from its date (unless otherwise stated in Writing), provided that Westminster has not previously withdrawn it.
- 2.5 In the event of a conflict between these Conditions and the Special Conditions, the Special Conditions shall prevail.

3 BASIS OF THE SALE

- 3.1 Westminster shall sell and the Buyer shall purchase the Solution in accordance with the Contract, subject to these Conditions.
- 3.2 No variation to the Contract shall be binding unless agreed in Writing between the authorised representatives of the Buyer and Westminster.
- 3.3 Westminster's employees or agents are not authorised to make any representations concerning the Solution unless confirmed by Westminster in Writing. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.
- 3.4 Any advice or recommendation given by Westminster (or its employees or agents) to the Buyer (or its employees or agents) as to the storage, application or use of the Solution which is not confirmed in Writing by Westminster, is followed or acted upon entirely at the Buyer's own risk, and accordingly Westminster shall not be liable for any such advice or recommendation which is not so confirmed.
- 3.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other Document or information issued by Westminster shall be subject to correction without any liability on the part of Westminster.

4 SPECIFICATIONS

- 4.1 The Buyer shall be responsible to Westminster for ensuring the accuracy of the terms of any applicable specification submitted by the Buyer, and for giving Westminster any necessary information relating to the Solution within a sufficient time to enable Westminster to perform the Contract in accordance with its terms.
- 4.2 The quantity, quality and description of and any specification for the Solution shall be those set out in the Contract.
- 4.3 If the Solution is to be manufactured or any process is to be applied to the Solution by Westminster in accordance with a specification submitted by the Buyer, the Buyer shall indemnify Westminster against all loss, damages, costs and expenses awarded against or incurred by Westminster in connection with or paid or agreed to be paid by Westminster in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from Westminster's use of the Buyer's specification.
- 4.4 Westminster reserves the right to make any changes in the specification of the Solution which is required to conform to any applicable safety or other statutory requirements or, where the Solution is to be supplied to Westminster's specification, which do not materially affect its quality or performance. Westminster reserves the right to use alternative or modified items of equipment of equal or better performance or quality, at no

additional cost to the Buyer, if Westminster considers this necessary for the better performance of the Solution or because of the unavailability of specified items.

- 4.5 No Contract may be cancelled by the Buyer except with the agreement in Writing of Westminster and on terms that the Buyer shall indemnify Westminster in full against all committed costs at the date of cancellation (including the committed costs of all labour and material used) and any charges and expenses incurred by Westminster as a result of cancellation.
- 4.6 Where Solutions other than Westminster's standard products are made by Westminster to the Buyer's order, the Solutions may vary in accordance with normal trade tolerances from dimensions specified by the Buyer in the order and the Buyer shall not be entitled to make any claim against Westminster in respect of any such variations.
- 4.7 Notwithstanding that a sample of the Solution be exhibited to and inspected by the Buyer, such sample is so exhibited or inspected solely to enable the Buyer to judge for itself the quality of the bulk, and not so as to constitute a sale by sample. The Buyer shall take the Solution at its own risk as to their corresponding with the said sample, and subject to the normal variation between the bulk and sample accepted by the trade.
- 4.8 Without prejudice to the generality of the foregoing, any particular purpose for which the Buyer proposes to use the Solution, including required use with particular software or hardware (as the case may be), shall be deemed not to be known by or have been made known to Westminster unless specifically recorded in Westminster's Quotation. The Buyer hereby acknowledges that any purpose stated in Westminster's Quotation shall be deemed to have been specified by the Buyer.

5 **PRICE**

- 5.1 The price of the Solution shall be the price quoted by Westminster in a Westminster Quotation or as communicated by Westminster to the Buyer from time to time including but not limited to any price listed in Westminster's published price list current at the date of acceptance of the Purchase Order. All prices quoted are valid for 30 days only, unless otherwise stated in the Special Conditions, after which time they may be altered by Westminster without giving notice to the Buyer.
- 5.2 Except as otherwise stated in the Special Conditions, or in any current and valid Westminster price list, and unless otherwise agreed in Writing between the Buyer and Westminster, all prices are given by Westminster on an ex-works basis, and where Westminster agrees to deliver the Solution otherwise than at Westminster's premises, the Buyer shall be liable to pay Westminster's charges for transport, packaging and insurance.
- 5.3 The price is exclusive of any applicable value added tax, or other applicable local taxes, port clearance or duty, which the Buyer shall be liable to pay to Westminster in addition to the price.
- 5.4 The cost of pallets and returnable containers will be charged to the Buyer in addition to the price of the Solution, but full credit will be give to the Buyer provided that any such pallets and returnable containers are returned undamaged to Westminster before the due payment date.

6 **TERMS OF PAYMENT**

- 6.1 Westminster reserves the right to require the payment by the Buyer of a non-returnable Deposit of a sum at Westminster's discretion and in the event of the Buyer failing to take delivery of the Solution hereunder such deposit shall be forfeited without prejudice to all other remedies available to Westminster hereunder.

- 6.2 The Buyer will make payment in accordance with the terms agreed with Westminster or as set out in the Special Conditions, as applicable.
- 6.3 Subject to the provisions of Condition 6.2, Westminster shall be entitled to invoice the Buyer for the price of the Solution in accordance with the terms stipulated in the Special Conditions (if applicable) or on or at any time after delivery of the Solution, unless the Solution is to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event Westminster shall be entitled to invoice the Buyer for the price at any time after Westminster has notified the Buyer that the Solution is ready for collection or (as the case may be) Westminster has tendered delivery of the Solution.
- 6.4 Subject to 6.3 the Buyer shall pay the price of the Solution (or relevant part thereof) upon the date of receipt of Westminster's invoice or at the time or stage stipulated in the Special Conditions (if applicable) notwithstanding that delivery may not have taken place and the property in the Solution has not passed to the Buyer. The time of payment of the price (or part thereof) shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 6.5 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Westminster, Westminster shall be entitled to:
- 6.5.1 cancel the Contract or suspend any further deliveries to the Buyer;
 - 6.5.2 demand payment of all outstanding balances whether or not due and/or cancel any outstanding Purchase Orders or any outstanding commitments under any Contract to the Buyer;
 - 6.5.3 appropriate any payment made by the Buyer to such of the Solution (or the goods supplied under any other contract between the Buyer and Westminster) as Westminster may think fit (notwithstanding any purported appropriation by the Buyer); and
 - 6.5.4 charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of five (5) per cent per annum above HSBC Bank plc base rate from time to time, accruing on a daily basis until payment in full is made.
- 6.6 In the case of export orders, payment shall be in pounds sterling unless stipulated in the Special Conditions or otherwise agreed in Writing signed by one of Westminster's directors.

7 **CONTRACTS FOR WORKS**

- 7.1 The Buyer shall provide free of charge at Westminster's request full personal security and protection for Westminster's employees, contractors and agents while they are engaged in the Buyer's country upon performance of Westminster's obligations hereunder including all travel within that country. If the security situation within the Buyer's country is such that it causes Westminster concern at the proposed time of installation and commissioning, Westminster may request details of the proposed security to be provided by the Buyer and if Westminster considers it necessary, it may require additional security measures to be undertaken which will be provided by or charged to the Buyer at no cost to Westminster.
- 7.2 The Buyer shall provide at the Buyer's expense appropriate facilities to Westminster its servants and agents at the Premises and in particular:
- 7.2.1 access to and use of the Buyer's Equipment/Labour at no cost to Westminster; and
 - 7.2.2 proper and safe storage and protection of Westminster's Equipment; and

- 7.2.3 free and safe access to the Premises; and
 - 7.2.4 all facilities and services necessary to enable the Works to be carried out safely and expeditiously; and
 - 7.2.5 all builders' work, foundations, cutting away and making good required and the ready availability of all plant and equipment; and
 - 7.2.6 the removal and separate storage of valuable or delicate items of the Buyer's property which would be reasonably likely to be susceptible to damage during the carrying out of the Works; and
 - 7.2.7 a dust and noise free environment during commissioning or testing of the System; and
 - 7.2.8 all necessary planning building regulation or other permissions approvals or permits and compliance with all laws and regulations from time to time in force in connection with the Solution; and
 - 7.2.9 provision at all times of the proper electrical supply voltage to the Solution; and
 - 7.2.10 maintenance of a proper environment for the efficient and safe working of the Solution free of damp, vibration, dust or other contamination; and
 - 7.2.11 safety of any remaining electrical equipment following the removal of Westminster's Equipment or any other part of the Solution for whatever reason; and
 - 7.2.12 access to the Buyer's premises for Westminster and its servants and agents during normal working hours on normal working days applicable to the Premises and at such other times as the circumstances so require; and
 - 7.2.13 the provision of sufficient lighting levels to enable cameras which are part of the Solution to operate efficiently; and
 - 7.2.14 the provision of sufficient locking mechanisms and closure devices to ensure the correct operation of doors and windows and other moveable devices having an effect upon the Solution.
- 7.3 Competent interpreters shall be made available at the expense of the Buyer if required by Westminster.
- 7.4 The Buyer shall be responsible for providing Westminster engineer(s) with any skilled medical attention that may be needed whilst they are in the Buyer's country, and such attention will be provided at no cost to Westminster.

8 INSOLVENCY OF BUYER

- 8.1 This clause applies if the Buyer enters into any arrangement with its creditors or becomes subject to an order or process for insolvency under the laws or regulations applicable to it or goes into liquidation or analogous process under applicable laws (otherwise than for the purpose of amalgamation or reconstruction); or
- 8.1.1 the Buyer ceases, or threatens to cease, to carry on business; or
 - 8.1.2 Westminster reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 8.2 If this clause applies then, without prejudice to any other right or remedy available to Westminster, Westminster shall be entitled to cancel the Contract or suspend any further

deliveries under the Contract without any liability to the Buyer, and if the Solution has been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary and if the Solution or any part thereof has not been delivered, Westminster may sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.

9 RISK

9.1 Risk of damage to or loss of the Solution shall pass to the Buyer at the time stipulated in the Special Conditions. If no such provisions are specified in the Contract, risk of damage to or loss of the Solution shall pass to the Buyer:

9.1.1 in the case of Solution(s) to be delivered at Westminster's premises, at the time when Westminster notifies the Buyer that the Solution(s) are available for collection; or

9.1.2 in the case of Solution(s) to be delivered otherwise than at Westminster's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Solution(s), the time when Westminster has tendered delivery of the Solution(s).

9.2 From the time the risk in the Solution passes to the Buyer it shall insure the Solution until their title has passed to it and Westminster shall be entitled to call for details of the insurance policy.

9.3 If the Buyer shall not insure the Solution or shall fail to supply details of its policy on demand to Westminster then the Buyer shall reimburse Westminster for the cost of any insurance which Westminster may at its sole discretion reasonably arrange in respect of any of the Solution during the whole or any part of the period from the date of Westminster's delivery of the Solution until the date of payment to Westminster of the price. Nothing in this Condition shall restrict or limit the Buyer's liability for insuring the Solution in accordance with the provisions of Condition 9.2.

10 TITLE RETENTION

10.1 Until the purchase price of the Solution comprised in this or any other contract between Westminster and the Buyer and all other sums whatsoever which are or shall become outstanding from the Buyer to Westminster shall have been paid or satisfied in full (and if by cheque, then only upon clearance):

10.1.1 the property in the Solution remains vested in Westminster (notwithstanding the delivery of the same and the passing of the risk therein);

10.1.2 the Buyer shall store the Solution (at no cost to Westminster) in such a way that it can be readily identified as being Westminster's property;

10.1.3 the Buyer shall on request inform Westminster of the precise location of each item of the Solution identified where applicable by its serial number, by supplying Westminster at the Buyer's expense within seven days of Westminster's request with a written schedule of the said locations;

10.1.4 the Buyer may sell the Solution in the normal course of its business and may pass good title to its buyer being a bona fide purchaser for value without notice of Westminster's rights (subject to compliance with any applicable export licence) on the following conditions:

(a) Westminster may at any time revoke the Buyer's said power of sale in the circumstances set out in Condition 6.5 and Condition 8;

- (b) the Buyer shall notify Westminster without delay of any actions by third parties which might infringe Westminster's title to the Solution.
 - 10.1.5 upon determination of the Buyer's power of sale Westminster shall be entitled by itself its servants or agents to enter upon any of the Buyer's premises for the purpose of removing and repossessing the Solution (or any part thereof) or their proceeds of sale and Westminster shall be entitled to claim from the Buyer the costs and expenses incurred by Westminster in and ancillary to the process of such removal and repossession;
 - 10.1.6 until title in the Solution has passed to the Buyer, the Buyer shall not purport to be the owner of the Solution and shall not show the Solution as stock in the Buyer's accounts.
- 10.2 Nothing in these Conditions shall:
- 10.2.1 entitle the Buyer to return the Solution or to delay payment thereof; or
 - 10.2.2 constitute or be deemed to have constituted the Buyer as Westminster's agent; or
 - 10.2.3 render Westminster liable to any third party for any unauthorised representation or warranty made or given by the Buyer to such third party in relation to the Solution; or
 - 10.2.4 prevent Westminster from maintaining an action for the price notwithstanding that the property in the Solution may not have passed to the Buyer.

11 LIEN

Westminster retains a general lien on any of the Buyer's Equipment or materials in its possession for any unpaid balance the Buyer may owe to Westminster. Westminster shall be entitled to sell any such Buyer's Equipment in the event that payment is not made in full within 28 days of notice given to the Buyer by Westminster of its exercise of the lien. The proceeds of sale may be taken by Westminster for reimbursement of the expense of exercise of the lien and the sale, and payment of the said balance, and Westminster shall account for any surplus.

12 DELIVERY

- 12.1 Delivery of the Solution shall be made by the Buyer collecting the Solution at Westminster's premises at any time after Westminster has notified the Buyer that the Solution is ready for collection or, if some other place for delivery is agreed by Westminster, by Westminster delivering the Solution to that place, or in accordance with the Special Conditions (if applicable).
- 12.2 Any dates quoted for delivery of the Solution are approximate only and Westminster shall not be liable for any delay in delivery of the Solution howsoever caused. Time for delivery shall not be of the essence unless previously agreed by Westminster in Writing. The Solution may be delivered by Westminster in advance of the quoted delivery date upon giving reasonable notice to the Buyer.
- 12.3 Westminster reserves the right to deliver by instalments and where the Solution is to be delivered in instalments, each delivery shall constitute a separate contract and failure by Westminster to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 12.4 If Westminster fails to deliver the Solution for any reason other than any cause beyond Westminster's reasonable control or the Buyer's fault, and Westminster is accordingly

liable to the Buyer, Westminster's liability shall be limited to the excess (if any) of the cost to the Buyer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Solution.

12.5 If the Buyer fails to take delivery of the Solution (or any part thereof) or fails to give Westminster adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of Westminster's fault) then, without prejudice to any other right or remedy available to Westminster, Westminster may:

12.5.1 store the Solution until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or

12.5.2 sell the Solution (and any parts thereof) at the best price readily obtainable and (after deducting all reasonable storage insurance and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract; and

12.5.3 terminate the Contract with immediate effect.

13 **GUARANTEE**

13.1 Westminster hereby guarantees to the Buyer that:-

13.1.1 Westminster shall free of charge either repair or, at its option, replace a defective Solution (or parts thereof) where the defects appear under proper use within 6 (six) months from the date of their initial use or 12 (twelve) months from delivery or such other period or periods as may be agreed in Writing between Westminster and the Buyer whichever is the first to expire, PROVIDED THAT:

(a) notice in Writing of the defects complained of shall be given to Westminster within 30 days of their appearance; and

(b) Westminster shall be given reasonable access to inspect the defective Solution and such defects shall be found to Westminster's reasonable satisfaction to have arisen solely from Westminster's faulty design, assembly, workmanship or materials.

13.1.2 Without prejudice to any duty of the Buyer at common law, Westminster is entitled to require the Buyer to take such steps as Westminster may reasonably require (including but not limited to taking out relevant insurance policies) to mitigate or reduce any such loss, damages, costs or expenses for which Westminster is liable to the Buyer under this Condition 13.1.

13.1.3 for the avoidance of doubt, defects will not be regarded as having arisen solely from Westminster's faulty design, assembly, workmanship or materials in any of the following circumstances:

(a) where such defects arise from any drawing, design or specification supplied by the Buyer; or

(b) where such defects arise from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Westminster's instructions (whether oral or in writing), misuse or alteration or repair of the Solution without Westminster's approval; or

(c) where such defects arise in any part, material, or equipment which is requested by the Buyer or purchased by the Buyer for use and/or

incorporation in the Solution, and which is not manufactured or designed by Westminster.

13.1.4 For the avoidance of doubt the Solution shall not be regarded as defective merely because:

(a) it is incompatible either with software whose required use was not accepted by Westminster in accordance with clause 4.8 or with software which has been updated since the sale and purchase of the Solution; or

(b) it becomes old or obsolete or out of date.

13.1.5 Any repaired or replaced Solution shall be redelivered by Westminster free of charge to the original point of delivery but otherwise in accordance with and subject to these Conditions.

13.1.6 Alternatively to Condition 13.1.1, Westminster shall be entitled at its absolute discretion to refund the price paid for the defective Solution.

13.2 In respect of all goods, systems and/or services supplied to Westminster by a third party manufacturer or supplier ("**Third Party Supplier**"), Westminster will pass on to the Buyer (in so far as possible) the benefit of any warranty given to Westminster ("**Third Party Warranty**") and will (on request) supply to the Buyer details of the terms and conditions of the Third Party Warranty and copies of any relevant product information sheets, technical data sheets or product leaflets issued by such Third Party Supplier and the Buyer shall be solely responsible to the entire exclusion of Westminster for complying with the same.

14 **DISCLAIMER AND LIMITATION OF LIABILITY**

14.1 Westminster's liability under these Conditions shall be to the exclusion of all other liability to the Buyer whether contractual, tortious or otherwise for defects in the Solution or for any loss or damage to or caused by the Solution, and subject to Conditions 14.4, 14.5 and 14.6 and all other conditions, warranties, stipulations or other statements whatsoever concerning the Solution, whether express or implied, by statute, at common law or otherwise howsoever, are hereby excluded to the fullest extent permitted by law; in particular (but without limitation of the foregoing) Westminster grants no warranties regarding the fitness for purpose, performance, use, nature or merchantable quality of the Solution, whether express or implied, by statute, at common law or otherwise howsoever.

14.2 Subject to Conditions 14.4, 14.5 and 14.6 and notwithstanding anything contained in these Conditions (other than Conditions 14.4, 14.5 and 14.6) or the Special Conditions (where applicable), in no circumstances shall Westminster be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof, (i) for any loss of profit, business, contracts, revenue, or anticipated savings, or (ii) for any special indirect or consequential damage of any nature whatsoever.

14.3 Subject to Conditions 14.4, 14.5 and 14.6 and notwithstanding anything contained in these Conditions or the Contract, Westminster's liability to the Buyer in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising, shall be limited to the price of the Solution specified in the Contract.

14.4 If and to the extent that sections 6 and/or 7(3A) of the Unfair Contract Terms Act 1977 apply to the Contract, no provision of the Conditions shall operate or be construed to operate so as to exclude or restrict the liability of Westminster for breach of the applicable warranties as to title and quiet possession implied into the terms and conditions of the Contract by section 12(3) of the Sale of Goods Act 1979, or section 2(3) of the Supply of Goods and Services Act 1982, whichever Act applies to the Contract.

- 14.5 If and to the extent that section 2(1) of the Unfair Contract Terms Act 1977 applies to the Contract nothing in the Conditions shall operate or be construed to operate so as to exclude or restrict the liability of Westminster for death or personal injury caused by reason of the negligence of Westminster or of its servants, employees or agents.
- 14.6 Where the Solution is sold under a consumer sale (as defined by the Sale of Goods Act 1979) the statutory rights of the Buyer are not affected by these Conditions.
- 14.7 Westminster shall not be under any liability for any failure to perform any of its obligations under the Contract due to Force Majeure. Following notification by Westminster to the Purchaser of such cause, Westminster shall be allowed a reasonable extension of time for the performance of its obligations. For the purpose of this Condition, 'Force Majeure' means: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Westminster or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.
- 14.8 The Parties hereby expressly acknowledge and agree that having taken independent legal advice, the limitations upon the liability of Westminster in this condition 14 are in all respects fair and reasonable, reflect a duly considered allocation of risk between the Parties and are reflected in the price paid for the Solution under the Contract.
- 14.9 Westminster's prices are determined on the basis of the limits of liability set out in this condition. The Buyer may by written notice to Westminster request Westminster to agree a higher limit of liability. Provided insurance cover for the higher limit can be obtained, Westminster shall use reasonable endeavours to effect insurance up to such limit and the Buyer shall pay upon demand the amount of all premiums. The Buyer shall disclose such information as the insurers shall require. In no case shall the Buyer be entitled to recover from Westminster more than the amount received from the insurers.

15 SOFTWARE LICENCE

- 15.1 Subject to the terms of any Special Conditions, Westminster may deliver software integral to any Solution ("**Software**") in printed or machine-readable form. The Buyer will be granted a non-exclusive non-transferable royalty-free licence to use Software solely with the Solution designated in Westminster's Quotation in the normal course of its business, and for no other purposes or business; no source code will be supplied. Title to Software shall at all times vest in and remain with Westminster. The Buyer accepts that Software contains Confidential Information and the Buyer undertakes to maintain the confidentiality of such Confidential Information for so long as and to the extent that such information is and remains unpublished and is not known to the Buyer at the time of disclosure by Westminster or is not thereafter lawfully obtained by the Buyer from a third party. The Buyer shall maintain all copyright, proprietary and other notices on the Software, and shall not decompile, disassemble or reverse engineer Software. All information necessary to achieve interoperability with independent computer programs will be made available by Westminster to the Buyer in accordance with applicable provisions of European Union and other governmental directives concerning software interoperability.

16 EXPORT/IMPORT

- 16.1 Some parts of the Solution forming the Contract may require an export/import licence and an end user certificate. The Buyer shall be responsible for the payment of any fee relating to any licence, certificate, permit or other governmental authorisation required including but not limited to any export or import licence, exchange permit, or similar authorisation, even if any such authorisation is applied for by Westminster. The Buyer warrants and represents that all information it provides to Westminster or any other

person or government authority in accordance with such government authorisations is true and accurate and the Buyer hereby fully indemnifies Westminster for all costs, expenses, damages or loss awarded against, incurred or suffered by Westminster as a result of all information provided by the Buyer.

- 16.2 The Buyer and Westminster shall provide reasonable assistance to each other in securing all requisite government authorisations. Westminster shall not be liable to the Buyer, and the Buyer shall not be relieved of its obligations, if any such authorisation is delayed, denied, revoked, restricted or not renewed.
- 16.3 The Buyer represents and agrees that it will deal with the Solution purchased under the Contract and all technical data and technology relating thereto in conformity with all applicable laws and regulations of the United Kingdom, including the United Kingdom export and licensing laws, and any other applicable laws and regulations. The Buyer agrees that it shall not trans-ship, divert, re-export or otherwise dispose of any United Kingdom origin Solution or technology obtained from Westminster except as expressly permitted under any such applicable laws and regulations.
- 16.4 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Solution into the country of destination and for the payment of any duties thereon.
- 16.5 The Buyer shall be responsible for arranging for inspection of the Solution at Westminster's premises before shipment (if the Buyer has required such inspection and this is recorded in the Special Conditions). Westminster shall have no liability for any claim in respect of any defect in the Solution which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.
- 16.6 The Buyer undertakes not to offer the Solution for resale in any other country notified by Westminster to the Buyer at or before the time the Buyer's order is placed, or to sell the Solution to any person if the Buyer knows or has reason to believe that that person intends to resell the Solution in any such country. The Buyer hereby indemnifies Westminster for all costs, expenses, damage and loss awarded against, incurred or suffered by Westminster arising from a breach of the Buyer's obligations under this Condition 16.6.

17 **CONFIDENTIALITY**

Westminster shall use all reasonable endeavours to keep confidential all information relating to the Buyer's business to the extent that Westminster safeguards information relating to its own business for so long as and to the extent that such information is and remains unpublished and is not known to Westminster at the time of disclosure by the Buyer or is not thereafter lawfully obtained by Westminster from a third party.

18 **PROTECTION OF WESTMINSTER'S "KNOW HOW"**

- 18.1 The Buyer, subject as hereinafter provided, shall be responsible for keeping and procuring to be kept secret and confidential all information ("**the Know-How**") supplied by Westminster of a secret or confidential nature provided that Westminster shall first have given notice in Writing to the Buyer of the secret or confidential nature of such information before so supplying it.
- 18.2 The obligations under this Paragraph shall cease within six months of the publication by Westminster or any third party of information comprising or being part of the Know-How to the extent of such publication, or of agreement by Westminster that such information or part thereof is in the public domain.

19 INTELLECTUAL PROPERTY

- 19.1 The copyright subsisting or which subsequently subsists in all documents, drawings, specifications, designs, programmes or any other material prepared by Westminster whether readable by humans or by machines shall belong to Westminster absolutely and they shall not be reproduced or disclosed or used in their original or translated form by the Buyer without Westminster's written consent for any purpose other than that for which they were furnished.
- 19.2 Westminster accepts no responsibility for the accuracy of drawings, patterns or specifications supplied by the Buyer. The Buyer shall indemnify Westminster against all claims whatsoever for damages and costs and against all liability in respect of any infringement of patent or other intellectual property rights resulting from compliance with the Buyer's instructions express or implied and the Buyer will indemnify Westminster against any liability in respect thereof and shall pay all costs and expenses which may be incurred by Westminster in reference to any such claim. The indemnity shall extend to any amount paid on a lawyer's advice in respect of any such claim.

20 INDEMNITY

- 20.1 If any claim is made against the Buyer that the Solutions infringe or that their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, then (except where Condition 4.3 applies) Westminster shall indemnify the Buyer against all loss, damages, costs and expenses awarded against or incurred by the Buyer in connection with the claim, or paid or agreed to be paid by the Buyer in settlement of the claim, provided that:
- 20.1.1 Westminster is given full control of any proceedings or negotiations in connection with any such claim;
- 20.1.2 the Buyer shall give Westminster all reasonable assistance for the purpose of any such proceedings or negotiations;
- 20.1.3 except pursuant to a final award, the Buyer shall not pay or accept any such claim, or compromise any such proceedings without the consent of Westminster (which shall not be unreasonably withheld);
- 20.1.4 the Buyer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Buyer recovers any sums under any such policy or cover (which the Buyer shall use its best endeavours to do);
- 20.1.5 Westminster shall be entitled to the benefit of, and the Buyer shall accordingly account to Westminster for, all damages and costs (if any) awarded in favour of the Buyer which are payable by or agreed with the consent of the Buyer (which consent shall not be unreasonably withheld) to be paid by any other party in respect of any such claim; and
- 20.1.6 without prejudice to any duty of the Buyer at common law, Westminster shall be entitled to require the Buyer to take such steps as Westminster may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which Westminster is liable to indemnify the Buyer under this clause.

21 GENERAL

- 21.1 Westminster is a member of the group of companies whose holding company is Westminster Group plc, and accordingly Westminster may perform any of its obligations

or exercise any of its rights hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of Westminster.

21.2 Westminster reserves the right to sub-contract the fulfilment of the Contract (including any installation) or any part thereof.

21.3 The Buyer shall not assign any rights under this agreement without the prior consent in Writing of one of Westminster's directors.

21.4

21.4.1 any notice or communication under or in connection with this Contract shall be in Writing and shall be delivered personally or sent by prepaid post (and air mail if overseas) or facsimile transmission or electronic mail, to the party due to receive the notice at such address or fax number or electronic mail address as each party shall specify by notice in Writing to the other and as may be varied by notice in Writing to the other from time to time in accordance with this clause;

21.4.2 in the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly served:

(a) if delivered personally, when left at the address referred to in Clause 21.4.1;

(b) if sent by prepaid post:

(i) where posted in the country of the addressee, at noon on the first working day after it was posted;

(ii) where posted in any other country, at noon on the fifth working day after it was posted;

(c) if sent by air mail:

(i) where posted in the country of the addressee, at noon on the first working day after it was posted;

(ii) where posted in any other country, at noon on the tenth working day after it was posted;

(d) if served by facsimile transmission or electronic mail 2 hours after transmission.

If the deemed time of service is not during normal business hours in the country of receipt, the notice shall be deemed served at or, in the case of facsimile transmissions or electronic mail, 2 hours after, the opening of business on the next working day of that country.

21.5 No waiver by Westminster of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

21.6 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

21.7 The Contract shall be governed by the laws of England and the parties shall submit to the sole jurisdiction of the English courts.