

TERMS AND CONDITIONS OF SALE

1. Interpretation

1.1 In these Conditions the following expressions have the following meanings:

"Atlas Copco" means Atlas Copco Limited which includes one of its business's areas Atlas Copco Tools and Industrial Assembly Solutions (ACTIAS) with registered office Swallowdale Lane, Hemel Hempstead, Hertfordshire, HP2 7EA (company No. 00159809);

"Atlas Copco Materials" means any documents or other materials, and any data or other information provided by Atlas Copco relating to the Products;

"Buyer" means the person, firm or company from, or on behalf of, whom an order to supply Products is received by Atlas Copco;

"Buyer Materials" means any documents or other materials and any data or other information provided by the Buyer to Atlas Copco in connection with the Contract;

"Conditions" means the standard terms and conditions of sale set out in this document;

"Contract" means any contract between Atlas Copco and the Buyer for the sale and purchase of Products;

"Group Company" means in relation to a company, that company, its subsidiaries, its holding company and any subsidiary of such holding company (each as defined in the Companies Act 2006) from time to time;

"Insolvency Event" means a party suspending, or threatening to suspend, payment of its debts or being unable to pay its debts within the meaning of section 123 of the Insolvency Act 1996; entering into or applying for (or calling meetings of members or creditors with a view to) one or more of a moratorium, winding up, administration, liquidation (of any kind, including provisional), or composition or arrangement with creditors; or having any of its property subjected to one or more of the appointment of a receiver (of any kind), enforcement of security, distress, or execution of a judgement (in each case to include similar events under the laws of other countries);

"Intellectual Property Rights" means all patents, copyright, trademarks, service marks, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, database rights, topography rights 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; and

"Products" means any products supplied or agreed to be supplied to the Buyer by Atlas Copco.

"Services" means any services, testing, calibrations or similar supplied or agreed to be supplied to the Buyer by Atlas Copco.

1.2 In these Conditions a reference to one gender shall include reference to the other genders; words denoting a singular number include the plural and vice versa; references to persons shall include firms, companies and other organisations; reference to a statutory provision includes a reference to the same as modified, re-enacted or both from time to time and any subordinate legislation made under it; headings shall not affect the interpretation of these Conditions; and words such as "include" and "including" are to be construed as if they were followed by the words "without limitation".

2. Conditions

2.1 These Conditions shall form part of every contract of sale entered into by Atlas Copco and any purported variation or exclusion shall be of no effect unless accepted in writing by Atlas Copco.

2.2 Each order for Products by the Buyer shall be deemed to be an offer by the Buyer to purchase those Products subject to these Conditions. An order placed by the Buyer shall not be binding on Atlas Copco until Atlas Copco issues an order acknowledgement or, if earlier, delivers the Products to the Buyer at which point a Contract shall be formed comprising these Conditions, Atlas Copco's quotation and any other documents which are incorporated by reference in Atlas Copco's quotation.

2.3 Only Products specified in Atlas Copco's order acknowledgement or otherwise delivered to the Buyer are included in the scope of the Contract.

2.4 No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract.

2.5 If the order relates to a quotation of Atlas Copco then the order shall reference the quotation clearly and the quotation shall form part of the Contract.

2.6 The Buyer shall be responsible for ascertaining whether the capacity and performance of the Products are sufficient and suitable for its intended use and acknowledges that Atlas Copco, in providing information or opinion regarding the Products, is in no way acting as advisor to the Buyer in respect of the merits of using the Products to achieve any particular purpose.

2.7 Atlas Copco shall not be obliged to alter the performance or features of the Goods following its acceptance of Buyer's Purchase Order unless, at its absolute discretion, it agrees in writing to do so and subject to the payment by Buyer of an extra charge.

2.8 Any quotation is legally binding upon us only after you have received a written acceptance from Atlas Copco of any order from the Buyer based on that quotation and Atlas Copco can at any point in time withdraw the quotation.

By placing the order, the Buyer certifies that the order will not be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, nor any other purpose prohibited by applicable law.

Furthermore, the Buyer certifies that they will comply with applicable local and international foreign trade and customs requirements or any embargos or other sanctions. The Buyer will immediately notify Atlas Copco in writing of any breach of this statement.

Atlas Copco shall not be obligated to fulfil a binding order or agreement or any part thereof or related to it, nor liable for its non-fulfilment, if such fulfilment is prevented by any impediments arising out of applicable local and/or international foreign trade and customs requirements or any embargos or other sanctions.

Atlas Copco Tools & Industrial Assembly Solutions

Part of the Atlas Copco Group



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Reg Office: England

Atlas Copco shall have the right to terminate a binding order or agreement or any part thereof or related to it, with immediate effect and without prior notice, if fulfilment is prevented by any impediments arising out of applicable local or international foreign trade and customs requirements or any embargos or other sanctions.

The Buyer shall indemnify Atlas Copco for any direct or indirect damages arising in consequence of any breach of this statement.

3. Specification of the Products

3.1 The description of the Products shall be as set out in Atlas Copco's quotation (or other document(s) incorporated by reference in Atlas Copco's quotation) or, in the absence of a formal quotation, Atlas Copco's catalogue or as otherwise notified to the Buyer in writing by Atlas Copco.

3.2 All drawings, descriptive matter, weights, dimensions and specifications supplied by Atlas Copco are approximate only unless otherwise stated and all descriptions and illustrations contained in Atlas Copco's catalogues, price lists and advertising matter are by way of general description, are stated by Atlas Copco in good faith based on Atlas Copco's experience as being correct within acceptable tolerances but are approximate only, in no way are binding on Atlas Copco and do not form part of the Contract unless specifically stated to do so.

3.3 Atlas Copco will only supply a set of certified outline drawings after conclusion of the Contract if separately contracted so to do.

3.4 Unless agreed otherwise in writing, it is the Buyer's responsibility to ascertain whether the capacity and performance of the Goods are sufficient and suitable for Buyer's purposes.

4. Price and Payment

4.1 All prices quoted for Products by Atlas Copco are exclusive of packaging and carriage costs and other expenses and tax (including VAT) unless agreed otherwise in writing by Atlas Copco.

4.2 Payment shall be made within 30 days from the date of invoice. Invoices will normally be issued on the date of delivery of the Goods or completion of the Services. Time of payment of the essence.

4.3 In the event of any delay in payment Atlas Copco shall be entitled to charge interest on any outstanding balance at the rate of 15% per annum or part thereof. During such period of default and at any other time when Buyer shall be in breach of the terms of the Contract or Atlas Copco shall have reasonable grounds for doubting that payment will be made on the due date, Atlas Copco shall be entitled to withhold the provision of the Services and deliveries without prejudice to its right to payment for Goods, Services and expenses incurred in connection with the Contract which shall become immediately due and payable on demand.

4.4 The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount or abatement.

5. Tests

5.1 The Goods are carefully inspected, and where appropriate, submitted to Atlas Copco's standard tests. Unless otherwise agreed such tests will be carried out at Atlas Copco's premises or any of its affiliates' premises. If a special test or witness test in the presence of Buyer or his representative is required, this will be charged for, and in the event of Buyer failing to attend such test within 14 days of Atlas Copco giving it notice that the test is ready for performance, the test will proceed in Buyer's absence and the Goods will be deemed accepted in Buyer's absence.

6. Delivery (include Damage in transit)

6.1 Unless otherwise agreed, the Products shall be sold ex-works and the place for delivery shall be Atlas Copco's premises, as notified to the Buyer. Delivery is defined in the relevant incoterm.

6.2 Any dates specified by Atlas Copco for delivery of the Products are intended to be an estimate only and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery will be within a reasonable time.

6.3 Atlas Copco will not be liable for any losses (including loss of revenue), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products nor will any delay entitle the Buyer to terminate or rescind the Contract.

6.4 Atlas Copco shall endeavour to supply the Goods and Services within the time stated in the Purchase Order, but shall not be liable for late delivery unless Atlas Copco agreed to pay liquidated damages (if any shall be charged at 0.5% per week capped at 5% of the Purchase Order value) in which case liquidated damages shall constitute Buyer's sole remedy for late delivery.

6.5 Atlas Copco shall have no liability in respect of Goods lost or damaged in transit unless such loss or damage shall occur prior to delivery; and

6.5.1 in the case of a whole consignment failing to arrive, Buyer gives notice in writing to Atlas Copco within 14 days of receipt of Atlas Copco's invoice or despatch note, or

6.5.2 in any other case, Buyer gives notice in writing to Atlas Copco within seven days of the receipt of the Goods or such longer period as may be stated in the Contract.

6.5.3 Subject to clauses 6.5.1 and 6.5.2, Atlas Copco's liability in respect of Goods lost in transit shall be limited to replacing Such Goods.

6.6 If for any reason the Buyer does not accept delivery of any of the Products when they are ready for delivery, or Atlas Copco is unable to deliver the Products on time because of any act, omission, failure or default of the Buyer or its agents, consultants and contractors:

6.6.1 the Products will be deemed to have been delivered and risk in the Products will pass to the Buyer; and

6.6.2 Atlas Copco may, at its discretion, either: (a) store the Products until delivery, whereupon the Buyer will be liable on demand for all related costs and expenses (including storage and insurance); or (b) Atlas Copco may deposit such Products at the agreed delivery location and shall have no liability in respect of any resulting loss or damage.

6.7 The Buyer will provide at its expense at the delivery location adequate and appropriate equipment and manual labour for loading or unloading the Products.

6.8 The Buyer shall inspect the Products within 14 days of delivery and shall notify Atlas Copco within 21 days of delivery if there are any defects in the Products including those which may have arisen as a result of damage in transit. Where the Contract

provides for delivery of the Products to take place at the Buyer's premises, the Buyer shall notify Atlas Copco in writing if the Products do not arrive within 14 days of their agreed or reasonably anticipated delivery date.

6.9 If Buyer fails to collect or take delivery of the Goods within 3 months of the delivery date, Atlas Copco shall be entitled, without prejudice to its other rights, to terminate all or part of the Contract and to dispose of the Goods, and to charge Buyer a compensation of (i) 15% of the purchase price for standard Goods and (ii) 30% of the purchase price or the cost of materials and labour incurred until the cancellation date, whichever is the highest amount for non-standard Goods, to be paid by Buyer within 30 days of issue of the corresponding invoice. The parties agree that such sums payable to Atlas Copco under this clause are a genuine pre-estimate of the costs and losses which Atlas Copco would suffer from Buyer not taking delivery of the Goods.

7. Warranty

7.1 Except as expressly warranted below, all warranties, conditions and other terms implied by statute or common law (save for the conditions implied as to title by Section 12 of the Supply of Goods Act 1979) are to the fullest extent permitted by law, excluded.

7.2 Atlas Copco shall, at its option, repair, replace or credit Buyer with the whole or a due proportion of the purchase price of any Goods supplied to it by Atlas Copco in respect of which any defect shall arise under conditions of normal and proper use and maintenance (fair wear and tear, and consumables excepted) due to faulty materials or workmanship, provided that
7.2.1 the defect becomes apparent within duration of the warranty period (12 months from the date of commissioning or 18 months from the date of delivery, whichever is the earliest unless another warranty period has been agreed) (the duration of the warranty for spare parts is 6 months from the date of delivery),

7.2.2 Buyer gives notice of the defect to Atlas Copco in writing within 14 days after the defect becomes apparent; the defect is not attributable to misuse, failure to comply with Atlas Copco's instructions regarding storage, operation or maintenance, damage caused by any factors beyond Atlas Copco's control, or fair wear and tear;

7.2.4 the Goods have not been repaired or altered by anyone other than Atlas Copco or at Atlas Copco's direction; in the case of equipment and related components, spares and parts not of Atlas Copco's own manufacture, unless otherwise required by law, Atlas Copco's responsibility shall be limited to passing on to Buyer the benefit of any guarantee or warranty given to Atlas Copco by the manufacturer of such Goods or part;

7.2.6 the defect does not arise from Buyer's specification or instructions; Buyer provides Atlas Copco with such access to the Goods as it requires or, at Atlas Copco's request, returns the Goods to Atlas Copco for inspection;

7.2.8 and Buyer has used genuine parts i.e. Atlas Copco branded parts fitted by a competent person;

7.2.9 Atlas Copco will return items free of charge unless misuse or incorrect service can be proven.

7.3 Atlas Copco shall have no liability to Buyer for any information or advice given to Buyer in connection with the Goods, unless confirmed in writing.

7.4 Except as provided in this clause, Atlas Copco shall have no liability to Buyer in respect of any defect in the Goods, and all conditions and warranties, whether express or implied, as to the quality of the Goods, their fitness for any particular purpose, or their design, manufacture, materials, components, specification and performance are excluded.

7.5 Except as expressly warranted above, Services are provided "as is" and Buyer assumes the entire risk as to the results of the Services.

8. Title and Risk

8.1 Title in the Products shall not pass to the Buyer until Atlas Copco has received payment in full in cleared funds in respect of:

8.1.1 the Products; and

8.1.2 all other sums which are or may become due to Atlas Copco from the Buyer on any account.

8.2 Risk in the Products shall pass to the Buyer on delivery or deemed delivery.

8.3 Until title in the Products passes to the Buyer, the Buyer shall:

8.3.1 not cause, or allow to be caused, any detriment to them;

8.3.2 store the Products separately from all other goods held by the Buyer so that they remain readily identifiable as Atlas Copco's property; and

8.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to the Products.

8.4 In the event that Buyer experiences an Insolvency Event, the Buyer's right to possession of the Products shall terminate immediately and Atlas Copco may recover possession of the Products. The Buyer grants Atlas Copco an irrevocable licence at any time to enter any of the Buyer's premises where Atlas Copco believes the Products may be stored in order to recover possession of them.

9. Returns

9.1 Returns of Goods not affected by defects will only be accepted by Atlas Copco from Buyer with the prior agreement of Atlas Copco in writing. All items which are accepted as returns will be subject to a handling charge and/or reasonable compensation in favour of Atlas Copco to be agreed between the parties. All returns must be forwarded by the Buyer to an Atlas Copco location (to be advised) at Buyer's expense.

10. Intellectual Property Rights

10.1 Notwithstanding Condition 8.1, the parties agree that all Intellectual Property Rights in the Products and all their constituent parts (including any software) and any related materials shall be the property of and remain with Atlas Copco or its licensors.

10.2 Atlas Copco grants the Buyer and its third-party agents and contractors a royalty free, non-exclusive licence to use any Intellectual Property Rights in the Products and related materials solely to the extent necessary for the use of the Products for the purposes intended by Atlas Copco.

10.3 The Buyer shall not (and shall ensure that no third party to whom it makes available the Products shall) access, copy, adapt, reverse engineer, decompile, disassemble or modify any software incorporated in the Products without the prior written consent of Atlas Copco.

10.4 Any software owned by Atlas Copco is installed on compatible equipment to record the performance and the use of each of these units ("the Data"). A royalty free and non-exclusive license to use basic data (monthly use) is hereby granted to Buyer for 3 years from the commissioning of such equipment and Atlas Copco reserves the right to use the Data as it sees fit.

10.5 Atlas Copco shall defend or at its option settle any suit or proceeding by any third party brought against The Buyer in so far as it is based on an allegation that any hardware or software constitutes an infringement of any UK patent, copyright, or trademark. Atlas Copco will pay the damages and costs awarded in any suit or proceeding so defended. Atlas Copco's obligations in this paragraph are conditioned upon Custer promptly

10.5.1 notifying Atlas Copco in writing of the third party's claim;

10.5.2 giving Atlas Copco full authority to control the defence and settlement of the suit or proceeding;

10.5.3 providing Atlas Copco with full information and reasonable assistance at Atlas Copco's expense;

10.5.4 the Buyer is not permitted to tamper, alter or reprogram the software supplied by Atlas Copco; this can only be done by Atlas Copco or at Atlas Copco's direction;

10.6 Atlas Copco shall ensure that no such settlement intending to bind The Buyer shall be entered into without The Buyer prior written consent, which consent shall not be unreasonably withheld or delayed. In case the hardware or software (or any portion thereof) as a result of any suit or proceeding so defended is held to constitute infringement or its use by The Buyer is enjoined, Atlas Copco will, at Atlas Copco's option and expense:

10.6.1 procure for The Buyer the right to continue using the hardware/software.

10.6.2 replace the hardware/software with substantially equivalent non-infringing hardware/software.

10.6.3 modify the hardware/software so it becomes non-infringing; or

10.6.4 take back the hardware/software and refund or credit monies paid by The Buyer to Atlas Copco for such hardware/software.

10.7 Atlas Copco will have no duty or obligation to The Buyer under this paragraph to the extent that the hardware/software is supplied according to The Buyer's design or instructions wherein compliance therewith has caused Atlas Copco to deviate from Atlas Copco's normal designs or specifications,

10.7.2 modified,

10.7.3 combined with items, systems, methods, or processes not furnished by Atlas Copco and by reason of said design, instruction, modification, or combination a claim is brought against The Buyer. If by reason of such design, instruction, modification or combination, a claim is brought against Atlas Copco or its affiliate, The Buyer shall protect Atlas Copco and its affiliate in the same manner and to the same extent that Atlas Copco has agreed to protect The Buyer under the provisions above in this paragraph.

10.8 This paragraph states Atlas Copco's and its affiliates' exclusive liability for infringement of any third party's patent, copyright and/or trademark.

11. Cancellation (AND Termination)

11.1 In the event that the Buyer wishes to cancel an order after Atlas Copco has issued an order acknowledgement, the Buyer shall notify Atlas Copco in writing. Atlas Copco shall give due consideration to such a request (taking in to account the likelihood of achieving a replacement sale and, in respect of parts, the reusability of these for the manufacture of other products) and will respond to the Buyer, informing it:

11.1.1 whether or not it is willing to cancel the order; and

11.1.2 if cancellation is permitted by Atlas Copco in accordance with Condition 8.1.1, the amount of the price of the cancelled Products that will remain payable by the Buyer notwithstanding such cancellation

11.2 Any Products cancelled in accordance with this clause will be subject to a handling charge. All returns must be forwarded by the Buyer to an Atlas Copco location (to be advised) at Buyer's expense.

11.3 Atlas Copco may accept or refuse, at its sole discretion, a written request for cancellation by Buyer. Without prejudice to any other rights Atlas Copco may have, upon cancellation, Buyer shall pay to Atlas Copco a compensation equivalent to (i) 15% of the purchase price for standard Goods and (ii) 30% of the purchase price or the cost of materials and labour incurred until the cancellation date, whichever is the highest amount, for non-standard Goods. Such compensation which constitutes a genuine pre-estimate of costs and losses incurred, is due within thirty (30) days from issue of the corresponding invoice.

11.4 In the event of any delay in payment Atlas Copco shall be entitled to charge interest on any outstanding balance at the rate of 15% per annum or part thereof. During such period of default and at any other time when Buyer shall be in breach of the terms of the Contract or Atlas Copco shall have reasonable grounds for doubting that payment will be made on the due date, Atlas Copco shall be entitled to withhold the provision of the Services and deliveries without prejudice to its right to payment for Goods, Services and expenses incurred in connection with the Contract which shall become immediately due and payable on demand.

11.5 If Buyer is subject to any act of bankruptcy or, being a company, has a receiver appointed or an administration order made against it or goes into liquidation or if similar event occurs under applicable insolvency laws (except for the purpose of reconstruction or amalgamation) then all sums due to Atlas Copco under the Contract shall immediately become due and payable and Atlas Copco may, notwithstanding any previous waiver, terminate the Contract forthwith by written notice and Atlas Copco without prejudice to its other rights under these Conditions, shall be entitled to enter upon any land or premises where the Goods or any product embodying the Goods may be for the time being, to detach the Goods if so embodied and to recover possession of them.

11.6 Atlas Copco may terminate the Contract with immediate effect in the event of a failure by Buyer to comply with any material provision of the Contract if the failure continues for more than 14 days after Buyer has been given written notice to remedy the breach.

11.7 Termination shall be without prejudice to any prior right of either party or any provisions (including but not limited to clauses 10, 12 and 13.6 which by nature shall survive termination).

12. Limitation of Liability

12.1 Nothing in these Conditions excludes or limits the liability of Atlas Copco for: (i) death or personal injury caused by Atlas Copco's negligence or (ii) fraud or fraudulent misrepresentation or (iii) any other liability that cannot be excluded or limited by law.

12.2 Subject to clause 12.1, Atlas Copco's total liability under or in connection with this Agreement shall not exceed the value of the Purchase Order.

12.3 Buyer will indemnify and keep indemnified Atlas Copco from and against any costs, claims, demands, liabilities, damages or losses and all interest, penalties and legal and other professional costs and expenses arising out of or in connection with Buyer's use of the Goods or related to the Buyer supplying Goods to any third party who is not a party to these Conditions and the Goods' subsequent use. This indemnity shall cover (but is not limited to) Atlas Copco's liability to third parties arising out of the use or supply of the Goods, except to the extent caused by Atlas Copco's negligence.

13. Confidentiality

13.1 Neither party shall use, copy, adapt, alter, disclose or part with possession of any information or data of or relating to the other party or its Group companies which is disclosed to it or which otherwise comes into its possession and which relates to the business of the other party or its Group companies (Confidential Information) except as strictly necessary to perform its obligations or exercise its rights under the Contract provided that this Condition shall not apply to Confidential Information which:

13.1.1 the receiving party is able to prove was already in its possession at the date it was received or obtained or which the receiving party obtains from some other person with good legal title to it or which is independently developed by or for the receiving party; or

13.1.2 comes into the public domain otherwise than through the default or negligence of the receiving party; or

13.1.3 the receiving party is required to disclose pursuant to any applicable laws or the order of any competent court or other regulatory authority.

13.2 Each of the parties shall ensure that its directors, officers, employees, agents and contractors who have, or may have, access to the Confidential Information are bound by a written undertaking of confidentiality in terms no less protective of the Confidential Information than the provisions of this Condition.

13.3 The provisions of this Condition 13.2 shall continue in force indefinitely notwithstanding termination of the Contract.

14. Miscellaneous

14.1 Buyer may neither assign nor transfer nor deal in any other manner with any or all its rights or obligations under the Contract without the prior written consent of Atlas Copco.

14.2 Save as expressly provided, no term or provision of these Conditions shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).

14.3 No waiver by either party of any breach of any of these Conditions by the other party shall be deemed to constitute a waiver of any other breach nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy hereunder operate as a waiver thereof. A waiver given by a party hereunder shall be binding upon such party only if in writing and signed by such party.

14.4 In the event that any term or provision of the Contract is declared null and void or unenforceable by any court of competent jurisdiction, the remainder of the provisions of these Conditions shall remain in full force and effect to the fullest extent permitted by applicable law.

14.5 Buyer hereby acknowledges that relevant safety and training literature relating to the Goods will be supplied by Atlas Copco to Buyer free of charge and may be photocopied by Buyer as required. Buyer shall be fully responsible for the implementation of the contents of all safety and training literature provided by Atlas Copco. Buyer shall ensure persons who use, maintain or otherwise handle the Goods receive adequate safety and training literature.

14.6 Buyer shall comply at all times with Atlas Copco's Business Code of Practice which can be found at <http://www.atlascopcogroup.com/en/sustainability/our-sustainability-approach/our-business-code-of-practice> and with all applicable laws, statutes and regulations, in particular those related to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act as amended from time to time. Failure to comply with this clause shall constitute a material breach which will entitle Atlas Copco to terminate the Contract immediately.

14.7 These Conditions and Atlas Copco's quotation (if any) constitute the whole agreement and understanding of the parties in relation to the supply of the Products. Any representations or warranties not contained in these Conditions or Atlas Copco's quotation are hereby expressly excluded. The Buyer acknowledges that, in entering into the Contract, it has not relied on and shall have no remedy in connection with any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly stated in Atlas Copco's quotation.

14.8 Force Majeure: notwithstanding the provisions of any other term of the Contract, a party shall not be regarded as in breach of its obligations to the extent that such party is delayed in or prevented from fulfilling its obligations by any circumstances outside its reasonable control (including strikes, lockouts, shortages of materials, delays in transportation or governmental regulations, pandemic, trade embargoes, quarantines, closed buildings or borders) provided that such party shall have given written notice to the other party of such circumstances within a reasonable time after learning of them. If such circumstances shall continue to prevent or hinder the performance of the Contract by such party for more than three months then the other party may by written notice terminate the Contract with regard to the unperformed portion of it.

14.9 Digital signature

A digital signature is an acceptable substitute for a wet signature on any organization document or correspondence, with the exception of those noted of the Chief Financial Officer (CFO) on the organization's intranet. Digital signatures must apply to individuals only. Digital signatures for roles, positions, or titles (e.g. the CFO) are not considered valid.

14.10 TUPE

The Parties acknowledge that they do not expect that the TUPE regulations will apply on the commencement nor completion of any Services under this Contract. The Buyer shall indemnify Atlas Copco from and against any and all losses suffered or incurred by Atlas Copco in relation to any of The Buyer's employees, workers, agents, consultants, sub-contractors or similar including but not limited to any TUPE employment claims.

15. Dispute Resolution:

15.1 The parties are committed to resolving all disputes arising under it (whether such dispute arises before or after termination of the Contract) without the need for litigation and to allow as far as possible for commercial relationship between them to remain unaffected by disputes. Therefore:

15.1.1 the parties will attempt in good faith to resolve any dispute or claim promptly through negotiations between respective senior executives of the parties who have authority to settle the same; and

15.1.2 if the matter is not resolved within 15 days from commencement of negotiations, the parties shall attempt to resolve the dispute or claim through mediation with the assistance of a mediator agreed between the parties or, if they are unable to agree as appointed by the Centre for Dispute Resolution upon the request of one of the parties.

15.2 If the matter has not been resolved by mediation within two months of the dispute arising, or if either party refuses to participate in a mediation procedure, either of the parties may refer the dispute to the Courts of England and Wales.

15.3 Notwithstanding the above, either party may seek the immediate protection or assistance of the Courts of England and Wales if appropriate, particularly in respect of a debt claim.

16. Law & Jurisdiction

The Contract shall in all respects be governed by and construed in accordance with English Law and, subject to Condition 12, the parties irrevocably submit to the jurisdiction of the English courts.