

**AURORA LIGHTING UK LIMITED TERMS AND CONDITIONS OF SALE (these "Terms and Conditions")**

**1. DEFINITIONS**

In this Contract:

1.1 the following terms shall have the following meanings unless the context otherwise requires:

<b>"Bespoke Products"</b>	any products supplied or to be supplied by Supplier to Customer, in accordance with a Customer's specific instructions and/or specification pursuant to this Contract, as more particularly identified in the Quotation;
<b>"Brochure"</b>	Supplier's then current trade brochure at the time of Supplier's receipt of the Order;
<b>"Business Day"</b>	any day other than (a) a Saturday, (b) a Sunday, or (c) a day which is a bank holiday in England (as set out on <a href="http://www.gov.uk/bank-holidays">www.gov.uk/bank-holidays</a> for bank holidays in England);
<b>this "Contract"</b>	these Terms and Conditions and any relevant terms of any applicable Long Term Agreement, together with: (a) the relevant Order Acknowledgement (if any); or (b) (if no Order Acknowledgement) the terms of the relevant Order (except to the extent that the terms of the Order deviate from the Quotation (if any) or from the Long Term Agreement (if any), and also except to the extent not agreed by Supplier);
<b>"Customer"</b>	the customer of Supplier whose details are more particularly set out in the application form for its trade account with Supplier and who places an order for product(s) with Supplier;
<b>"Deliverables"</b>	the deliverables ancillary to the supply of the Services;
<b>"Event of Force Majeure"</b>	has the meaning given to it in Clause 14.1;
<b>"Fee"</b>	the fee payable by Customer to Supplier for the supply by Supplier of the Products, as stipulated in this Contract or Long Term Agreement (or if no such fee is agreed in writing or specified by Supplier, then this shall be the fee listed in Supplier's published price list current at the date of the Order);
<b>"Good Industry Practice"</b>	in relation to any undertaking and any circumstances, the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or company engaged in the same type of activity under the same or similar circumstances;
<b>"Intellectual Property Rights"</b>	copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database 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 (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
<b>"Liability"</b>	has the meaning given to it in Clause 9.7.1;
<b>"Long Term Agreement"</b>	any written agreement between the Parties, governing the long-term relationship concerning the supply of Products or Services by Supplier to Customer;
<b>"Negligence"</b>	has the meaning given to it in Clause 9.7.2;
<b>"Order"</b>	the written request by Customer to Supplier for the provision of particular Products for a particular order, which may be in accordance with the terms of a particular Quotation or the Long Term Agreement;
<b>"Order Acknowledgement"</b>	the written document or written communication (if any) which Supplier despatches to Customer (in response to Supplier's receipt of an Order), which

may contain (together with any applicable Long Term Agreement) the particular details of any provision of particular Products for a particular order or enquiry and which may reflect the commercial terms of the Quotation or Long Term Agreement;

<b>"Party"</b>	either Supplier or Customer;
<b>"Payment"</b>	has the meaning given to it in Clause 4.1;
<b>"Products"</b>	any products supplied or to be supplied by Supplier to Customer pursuant to this Contract, as more particularly identified in this Contract and described in the Brochure or on the Website, or which are Bespoke Products;
<b>"Quotation"</b>	the written quotation (if any) from Supplier to Customer or Customer's direct or indirect customer detailing the Services to be provided, if applicable, and the number and quantity and type of Products that Supplier is willing in principle to supply to Customer or Customer's direct or indirect customer for a particular order;
<b>"Services"</b>	any services to be provided by the Supplier to the Customer, as agreed and set out in a Quotation, an Order Acknowledgement or a Long Term Agreement;
<b>"Supplier"</b>	means: Aurora Lighting UK Limited (registered in England and Wales with company number 14279450), as further described in clause 17.1 and as set out in a Long Term Agreement, if applicable;
<b>"VAT"</b>	any tax introduced pursuant to a direction of the Council of the European Community relating to turnover taxes including value added tax as provided for in the Value Added Tax Act 1994 and supplemental legislation (whether delegated or otherwise), any tax of a similar nature which may be substituted for or levied in addition to it and any sales tax;
<b>"Website"</b>	Supplier's website located at <a href="http://www.auroralighting.com">www.auroralighting.com</a> ; and
<b>"WEEE Regulation"</b>	has the meaning given to it in Clause 11.1.
1.2	references to <b>"Clauses"</b> are to clauses of these Terms and Conditions;
1.3	the headings to Clauses are inserted for convenience only and shall not affect the interpretation or construction of this Contract;
1.4	words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral and references to persons shall include an individual, company, corporation, firm or partnership;
1.5	references to <b>"includes"</b> or <b>"including"</b> or like words or expressions shall mean without limitation;
1.6	references to any statute or statutory provision shall include any subordinate legislation made under it, any provision which it has modified or re-enacted (whether with or without modification) and any provision which subsequently supersedes it or re-enacts it (whether with or without modification); and
1.7	references to <b>"written"</b> or in <b>"writing"</b> (except in respect of sending a notice in accordance with Clause 15) includes in electronic form.
<b>2. CONTRACT</b>	
2.1	The terms of this Contract apply to the exclusion of any terms and conditions submitted, proposed or stipulated by Customer. These Terms and Conditions apply to Supplier's supply of all Products and/or Services to Customer. The giving by Customer of any delivery instruction or the acceptance by Customer of delivery or collection of the Products shall constitute unqualified acceptance by Customer of these Terms and Conditions.
2.2	Save as expressly provided herein, this Contract (together with any documents referred to in it) shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties hereto preceding the date of this Contract and in any way relating to the subject matter of this Contract and to the exclusion of any representations, statements, promises or warranties not expressly stated herein except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each Party acknowledges that it has not entered into this Contract based on any representation, statement, promise or warranty that is not expressly incorporated into this Contract.
2.3	This Contract (together with any documents referred to in it) constitutes the whole agreement and understanding of the Parties as to the subject matter hereof and there are no provisions, terms,

- conditions or obligations, whether oral or written, express or implied, other than those contained or referred to herein.
- 2.4 Subject to Clause 2.2, all materials and other particulars furnished by Supplier prior to the Quotation or Order Acknowledgement or Long Term Agreement or in Supplier's sales or marketing materials or other documents (including its catalogues, trade literature, quotations, price lists or website) or made orally or by demonstrations or sample by Supplier are given for general information and indicative purposes only and Customer acknowledges that it is not entering into this Contract in reliance upon any such materials or other particular (except to the extent that such materials or particulars form part of this Contract); the delivered Products may also look different to their representation in any such materials or particulars.
- 2.5 Some of the Products may have variations of colour, shading, size and finish. Depending on the nature of the Products supplied, a degree of variation is acceptable due to changes in production processes. These are not faults. In any event, Customer is responsible for checking the satisfactory degree of variation and satisfactory nature of the Products (including any damage) before any of the Products are installed or fixed by any person or supplied to Customer's direct or indirect customer or installer (and Customer is responsible for procuring that all subsequent customers do the same) and if Customer is not satisfied with the colour, shading, size or finish, Customer must inform Supplier in writing before proceeding with installation or fixing or supply. To the extent permitted by law, Supplier will not be responsible or have any Liability for any losses incurred if Customer does not adhere to this. In addition, to ensure that money is not wasted, Customer agrees (if applicable) not to book installation or fixing or subsequent supply until Customer is satisfied that the Products have been delivered in full to the standard required by this Contract.
- 2.6 Except as expressly provided otherwise in this Contract, no change to this Contract shall be binding unless it is agreed in writing by each of Supplier and Customer and in any format described as being required in the Quotation or Long Term Agreement.
- 2.7 In the event of any conflict between the provisions of these Terms and Conditions and the provisions of the rest of this Contract or any Long Term Agreement, then the following order of precedence shall apply:
- 2.7.1 the Long Term Agreement prevails over an Order, Order Acknowledgement and these Terms and Conditions; and
- 2.7.2 any Order Acknowledgement prevails over these Terms and Conditions and any Order; and
- 2.7.3 these Terms and Conditions prevail over the Order.
- 2.8 The Order shall contain:
- 2.8.1 a reference to the Product already described by Supplier (in the Brochure, on the Website or Quotation or Long Term Agreement);
- 2.8.2 the quantity of that Product ordered with Supplier;
- 2.8.3 the identity of Customer;
- 2.8.4 a requested delivery point; and
- 2.8.5 the Fee for that Product ordered to reflect the price already given by Supplier in the relevant Quotation or Long Term Agreement or otherwise agreed in writing by Supplier.
- 2.9 Customer shall ensure that the Order is on the same terms as any Quotation and Long Term Agreement and is made in accordance with the terms of the Quotation or Long Term Agreement (except to the extent that Supplier has agreed in writing to the contrary). If the Parties agree that Supplier will proceed to provide the Products, then such provision shall be only on the understanding that any differences in the Order from the Quotation, Order Acknowledgement or Long Term Agreement shall have no effect unless the Parties expressly agree otherwise in writing.
- 2.10 This Contract shall be legally formed and the Parties shall be legally bound on the earlier of:
- 2.10.1 Supplier despatching its Order Acknowledgement to Customer confirming the terms on which the Parties have agreed to proceed; or
- 2.10.2 Supplier delivering some or all of the Products agreed in the Order or (if earlier) Supplier informing Customer that those Products are ready for collection.
- Notwithstanding any timeframe stipulated in any relevant Quotation for Customer to respond to or accept it through an Order, the Contract shall only be formed and accepted in accordance with Clauses 2.10.1 or 2.10.2. Each of the Parties may decline to enter into this Contract for any reason until this Contract is formed.
- 2.11 It is Customer's responsibility to ensure that the Quotation, Order and Order Acknowledgement are complete and accurate and to point out to Supplier in writing anything which is incomplete or inaccurate.
- 2.12 Each Order constitutes a separate contract. There may be more than one contract between the Parties in force at the same time as this Contract.

### 3. DELIVERY AND RISK

- 3.1 In consideration for the payment of the Fee and any other sums due by Customer, Supplier shall supply the Products referred to in the Order Acknowledgement to Customer.
- 3.2 Supplier shall use its reasonable endeavours to perform its obligations under this Contract within any timescales set out in this Contract, but Supplier shall not have any Liability for any delays or failure to accurately perform its obligations:
- 3.2.1 if it has used those endeavours; or
- 3.2.2 if caused by any failure or delay on the part of Customer or Customer's agents, staff, officers, employees and contractors or customers or by any breach by Customer of this Contract or any other contract between the Parties.
- Any timeframe for delivery in a previous contract shall be no indication of the timeframe for delivery in this Contract.
- 3.3 Partial delivery or performance shall be permitted. Supplier may deliver and provide the Products in instalments. Unless the Parties otherwise agree in writing, Supplier may invoice Customer for Products covered by the Order in accordance with Clause 10.3, notwithstanding that Supplier has not yet delivered to Customer all Products covered by an Order.
- 3.4 Delay, default or non-delivery of any instalment by Supplier shall not entitle Customer to cancel or terminate, and shall not affect, the remainder of this Contract.
- 3.5 Unless otherwise agreed in writing between the Parties, this Contract is for delivery of the Products ex works (Incoterms 2020) at the place stipulated as such in this Contract (or if no place stipulated, then Supplier's normal location for despatch of the Products in the UK). If there is any conflict between the provisions of Incoterms 2020 and this Contract, this Contract shall prevail. Sections 32 (2) and (3) of the Sale of Goods Act 1979 shall not apply to this Contract.
- 3.6 Notwithstanding the place of delivery (including the risk and responsibility allocation in accordance with the ex works provisions of Incoterms 2020), Supplier reserves the right to despatch the Products to a carrier selected by Supplier and arrange and pay for the carriage to Customer's (or its direct or indirect customer's) premises (as Customer's agent) subject to satisfaction of a minimum Order value specified to Customer by Supplier from time to time. Where the Parties have not agreed that delivery shall take place at Customer's (or its direct or indirect customer's) premises, Supplier may invoice Customer for its carriage and insurance costs at the same time as invoicing for the Products. Deliveries not to the customers normal place of delivery are made at the customers own risk.
- 3.7 Supplier shall inform Customer of the estimated date on which the Products will be ready for delivery or collection.
- 3.8 Customer shall ensure that it is ready for safe receipt (or, as the case may be, collection) of the Products at all reasonable times without undue delay.
- 3.9 Where Supplier delivers the Products to Customer's (or its direct or indirect customer's) premises, Supplier shall deliver to the nearest entrance to the delivery address and at ground floor level only. It is Customer's responsibility to get the Products from that point to any other part of the delivery address. Some Products are large and it may be difficult or impossible without modifications to the premises to get them up small or sharp turning staircases or through small doorways. It is Customer's responsibility to satisfy itself that access is sufficient for the size of the Products purchased and for the premises to be modified if necessary. Customer shall provide or procure the provision of the delivery vehicle with reasonable access to park and deliver, or give Supplier sufficient notice for reasonable arrangements for making deliveries. Supplier may contact Customer with an estimated time for actual delivery, but Supplier is unable to give an exact time.
- 3.10 Customer may be required to sign a delivery note and other documentation upon delivery of the Products. The signing of any such documentation by Customer shall be evidence that the Products have been delivered and in the quantities stipulated in the documentation. Customer shall inspect the Products and packaging for any obvious damage (including the sound of broken material) and make a note of any obvious damage when signing, and in any event report any obvious damage present on delivery to Supplier in accordance with Clause 6.4.
- 3.11 All risk in the Products shall pass to Customer upon delivery, provided that where delivery is delayed due to Customer's request or breach by Customer of its obligations under this Contract, risk shall pass at the date when delivery would have occurred but for that request or breach.
- 3.12 Customer shall keep the Products fully insured on Supplier's behalf with a reputable insurance company to the reasonable satisfaction of Supplier for their full price against all risks of loss or damage from the time when the risk passes to Customer until property passes in accordance with Clause 4. On request, Customer shall produce the policy of insurance to Supplier. If the Products are lost, damaged or destroyed, Customer shall hold the proceeds of insurance for and to the order of Supplier pending Payment.

- 3.13 If delivery of the Products is delayed or obstructed through Customer's default or breach of this Contract or if Customer declines or delays in accepting or taking delivery or receipt of the Products, then (subject to Clause 9) Supplier shall not have any Liability as a result and Supplier may (without prejudice to any other right or remedy available to it) do all or any of the following:
- 3.13.1 charge a re-delivery fee;
  - 3.13.2 charge a reasonable storage fee for the Products;
  - 3.13.3 sell the Products for Supplier's account;
  - 3.13.4 cancel this Contract as regards any Products that remain to be delivered or performed; and
  - 3.13.5 require Customer to indemnify Supplier for any and all losses, liabilities, claims, proceedings, judgments, damages, demands, actions, costs, charges, expenses, penalties and fines suffered or incurred by Supplier as a result of Customer declining or delaying.
- 3.14 Where delivery is not to the United Kingdom, Customer shall be responsible for complying with all applicable laws, regulations and codes of practice governing the importation, installation and use of the Products into the country of destination and for payment of any import and/or export duties or levies thereon.

#### 4. TITLE

- 4.1 Notwithstanding delivery, title to and ownership of the Products shall not pass to Customer until Supplier has received in full (in cash or cleared funds) all sums due to it in respect of:
- 4.1.1 the Products; and
  - 4.1.2 all other sums which are or which become due to Supplier from Customer on any account;
- ("Payment").
- 4.2 Until Payment, Customer shall:
- 4.2.1 hold the Products on a fiduciary basis as Supplier's bailee;
  - 4.2.2 hold the Products in good, saleable condition;
  - 4.2.3 keep an up-to-date list of the location of Supplier's property and present this to Supplier upon request;
  - 4.2.4 ensure that the Products are clearly identifiable as belonging to the Supplier;
  - 4.2.5 store the Products separately from other goods or in any way so that they remain readily identifiable as Supplier's property; and
  - 4.2.6 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products.
- 4.3 Customer may resell the Products before Payment solely on the following conditions:
- 4.3.1 any sale shall be affected in the ordinary course of Customer's business at full market value;
  - 4.3.2 any such sale shall be a sale of Supplier's property on Customer's own behalf and Customer shall deal as principal when making such a sale;
  - 4.3.3 Customer shall keep the proceeds of sale separate from any money or property of Customer or third parties; and
  - 4.3.4 Customer shall still be responsible for paying the full value of the Payment. If Supplier requires, Customer shall authorise and direct such third-party buyer to pay to Supplier a like part of the sum due to Customer in respect of the Products sold and assign to Supplier such part of the debt owed to Customer by the third party.
- 4.4 If the Products are attached to or incorporated into or mixed with any other materials or goods or substances or used in any manufacturing process, the property in the new material or good or substance shall vest until Payment in Supplier in the proportion of the value of the Products to the other constituent elements.
- 4.5 Supplier may at any time until title passes under this Clause 4 without notice recover possession of the Products which are the property of Supplier. Supplier may also require Customer at Customer's cost, within three days of Supplier's request, to deliver up to Supplier or make available to Supplier for collection from a single accessible collection point as Supplier requires all Products which are the property of Supplier. Customer hereby grants, or procures the grant, to Supplier for Supplier and its agents, staff, officers, employees and contractors an irrevocable licence to enter for that purpose any premises then occupied by or in the ownership or possession of Customer or Customer's direct or indirect customer. Customer shall indemnify Supplier against all claims, losses, damages, liabilities, costs and expenses so arising in exercising its rights under this Clause 4.5.
- 4.6 Supplier shall be entitled to recover payment for the Products notwithstanding that ownership of any of the Products has not passed from Supplier.
- 4.7 On termination or expiry of this Contract, howsoever arising, Supplier's rights contained in this Clause 4 shall remain in effect.

#### 5. CUSTOMER REQUIREMENTS AND BESPOKE PRODUCTS

- 5.1 Customer agrees that, as between it and Supplier, Customer shall be responsible for ensuring that:
- 5.1.1 the Order and this Contract contains full and accurate information regarding the Products ordered and all price, payment and delivery information. This includes checking that the ordered Products have the correct Product code (if any) and description;
  - 5.1.2 the kind and type and class of Products meet its and its (direct and indirect) customers' requirements and purposes and are suitable for all anticipated uses. Customer shall not rely on Supplier's skill and judgement in selecting or suggesting particular types or quantities of Products and Customer shall make its own selection based on its skill and judgement and calculations;
  - 5.1.3 a site survey has been undertaken to ensure the suitability of the Products and the quantities for the place of their intended installation; and
  - 5.1.4 prior to installation, it or its (direct or indirect) customer has checked carefully that the Products are what was ordered and there was no obvious defect with the Products.
- 5.2 Customer shall obtain its own installers to install the Products.
- 5.3 Customer shall permit Supplier to make any changes to Customer's specification for a Bespoke Product (as set out in the Quotation) which Supplier reasonably requires in order for the Bespoke Product to comply with any applicable laws, regulations and/or industry standards, including in relation to safety and quality requirements.
- 5.4 Supplier shall promptly inform Customer in writing of any suggested changes to a Bespoke Product specification pursuant to Clause 5.3 in advance of any changes being implemented by Supplier. On receipt of such information from Supplier, Customer shall promptly either provide:
- 5.4.1 Supplier with a new written specification which resolves the issues identified by Supplier under the original specification; or
  - 5.4.2 consent to Supplier proceeding with its recommended changes to the original specification.
- 5.5 Customer shall indemnify and keep fully indemnified Supplier against any and all liabilities, losses, penalties, damages, charges, demands, actions, proceedings, judgments, costs and expenses which Supplier may incur or suffer as a result of any claim brought against Supplier by a third party alleging infringement of its Intellectual Property Rights as a result of the use of Customer's instructions and/or specification in relation to the manufacture and/or supply of a Bespoke Product.

#### 6. WARRANTY - PRODUCTS

- 6.1 Subject to the rest of this Clause 6, Supplier warrants that:
- 6.1.1 as at delivery, for the limited warranty periods as specified in the Brochure, the Products (excluding the Bespoke Products) shall be free from material defects in design, workmanship and materials and conform to the specification for the Products in the Brochure (a "defect" being a defect in material or workmanship which causes the Product to fail to operate in accordance with the specifications provided by Supplier);
  - 6.1.2 subject to Clause 6.2, as at delivery, for a period of one year from the date of delivery, the Bespoke Products shall be free from material defects in workmanship and materials and conform to the written specification for the Bespoke Products agreed with Customer as set out in the Quotation or as amended pursuant to Clause 5.4; and
  - 6.1.3 it shall deliver the Products undamaged and in the quantities agreed in this Contract.
  - 6.1.4 as at delivery, Batteries contained within emergency Product variants and stand-alone emergency Products have a warranty period of 3 years.
- 6.2 Supplier does not provide any warranty related to any defect arising from designs, instructions or specifications supplied by Customer to Supplier.
- 6.3 Supplier is not responsible under this Contract for any services or products unless expressly stipulated in this Contract that Supplier will provide them. Except for any matter upon which Supplier specifically agrees in writing with Customer to advise or do, Supplier shall not have any Liability for advising on, or failing to advise on, or doing, or failing to do, anything else (including on any laws, rules, regulations, bye-laws or codes of practice).
- 6.4 Customer shall check the Products for obvious damage on delivery. Supplier shall at its option replace, repair or provide a refund for Products that are lost or damaged in transit to the place of delivery. Supplier shall not have any Liability for loss of or damage to Products in transit or on delivery to the point of delivery unless:
- 6.4.1 Customer informs both Supplier and the carrier in writing within two Business Days:

- (a) after the expected date of delivery or receipt that it has not received the correct Products at all or in full; or
  - (b) after receipt that the Products have any damage as would be obvious from such inspection as Supplier would reasonably expect; and
- 6.4.2 Customer provides Supplier with Supplier's delivery note number and such other information and documentation as Supplier reasonably requires at that same time.
- 6.5 Subject to Clauses 6.8 and 6.17, Supplier shall at its option:
- 6.5.1 replace or repair or re-perform; or
  - 6.5.2 repay an appropriate portion of the purchase price of; or
  - 6.5.3 provide a credit note in respect of a reasonable part of; the delivered Products which are not in conformance with the warranty set out in Clause 6.1.
- 6.6 Supplier reserves the right to replace a Product with a Product which has minor deviations in design and/or specification which do not affect the functionality of the original Product.
- 6.7 Supplier shall not have any Liability for providing Products to the extent caused by Supplier's compliance with and reliance on Customer's specifications, instructions or requirements.
- 6.8 Supplier's Liability for defective or damaged Products is subject to:
- 6.8.1 Customer informing Supplier in writing of any claim promptly upon discovery of the defect or damage and in any event within 15 days of discovery, specifying with reasonable detail the way in which it is alleged that the Products are not in conformance with the warranty set out in clause 6.1;
  - 6.8.2 Customer having provided Supplier with Supplier's delivery note number and such other information and documentation as Supplier reasonably requires at the same time as the information in Clause 6.8.1;
  - 6.8.3 Customer showing to Supplier's reasonable satisfaction that the defect or damage is solely attributable to Supplier's (or Supplier's subcontractors') defective design, materials or workmanship in the Products and not: (a) wear or tear from normal use; or (b) any installation by anyone after delivery; or (c) the combination, incompatibility, attachment, affixation, incorporation or mixing of the Products with any other goods, products, materials or substances;
  - 6.8.4 the Products having not been: (a) misused or subjected to neglect, improper or inadequate care or carelessness (including being dropped or knocked); or (b) involved in any accident or attempt at repair, replacement, alteration, change or modification except by or on behalf of Supplier or as approved by Supplier or in accordance with Supplier's instructions; or (c) dealt with or installed or used or stored contrary to good trade practice or any oral or written instructions, advice or recommendation of Supplier (including in the Brochure or any installation instructions provided on or before delivery), d) excessive use max 4000 burning hours / year;
  - 6.8.5 Customer having paid for the Products in full;
  - 6.8.6 Customer providing Supplier with proof of purchase of the Product;
  - 6.8.7 Customer permitting Supplier unrestricted access to Customer's records relating to the operating history of the Product, including:
    - (a) name/type number of the Product;
    - (b) details of any alleged defect, including the number and percentage of alleged failures, date(s) of the alleged failures and code of failure (if applicable);
    - (c) invoice date for the Product;
    - (d) installation details for the Product (if any), including date of installation; and
    - (e) details of application, location, actual burning hours and number of switching cycles;
  - 6.8.8 Customer holding the allegedly defective Products safely and securely in good condition;
  - 6.8.9 if required by Supplier, Customer returning the allegedly defective Product to Supplier for analysis; and
  - 6.8.10 if required by Supplier, Customer allowing and procuring for Supplier (or Supplier's representatives) the opportunity to have access to and inspect the Products, including where the alleged defect is discovered once the Product has been installed by Customer (or its contractor), in the location in which it is installed.
- 6.9 The warranty contained in this Clause 6 is specifically limited to Customer. No warranty is made to any other person, whether subsequent buyer or user or customer, or to any bailee, licensee, assignee, employee, agent or otherwise.
- 6.10 If Customer makes an invalid claim under the warranty contained in this Clause 6, Supplier may charge Customer a handling fee, as well as its fees and costs of examining, storing, repairing and replacing the Products and dealing with the claim and removing and delivering the Products.
- 6.11 Where the Products are supplied with a guarantee from the original manufacturer (if the Products are not manufactured by Supplier), Supplier will (where relevant and where possible) if reasonably required by Customer, assign or transfer its own rights under that guarantee to Customer or its customers.
- 6.12 To the extent that Customer or its (direct or indirect) customers have a guarantee from the manufacturer of the Products, Customer shall (and shall procure that its direct or indirect customers shall) fully exhaust all their rights and remedies under that guarantee before any claim is made against Supplier under this Clause 6, and if that guarantee is reasonable Customer shall have no greater or longer claim or right or remedy under this Clause 6 against Supplier than is offered under that guarantee by the manufacturer.
- 6.13 Except where expressly provided for within this Contract, Supplier excludes all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Products.
- 6.14 Customer shall comply with any Supplier instruction leaflet for the Product including the details setting out the correct method for installation of the Product. Supplier shall have no Liability for any losses and/or claims arising from any installation of the Products unless as a direct result of installation conducted in accordance with its own instructions.
- 6.15 Subject to Clause 9.2, Customer shall not be entitled to any form of financial recovery or compensation, and Supplier shall have no Liability in respect of, any deinstallation, installation, demounting, mounting, removal and/or replacement of Products, structures or other parts of Customer's or its customers' facility, including decontamination, and re-installation in relation to a defective Product. Customer will be responsible and shall bear the costs for these activities, including costs of access for remedial warranty efforts by Supplier.
- 6.16 Unless otherwise agreed by Supplier and Customer in writing, the obligations under the warranty in Clause 6.1.1 by Supplier only apply to the Products in the current Brochure. Supplier does not provide any warranty for any other products, including third party products and products not marked with Supplier trademarks or with other trademarks owned by Supplier.
- 6.17 Supplier shall have no obligations under the warranty in this Clause 6 if the alleged defect is found to have occurred as a result of any of the following:
- 6.17.1 an Event of Force Majeure;
  - 6.17.2 electrical supply conditions, including supply spikes, overvoltage/under-voltage and ripple current control systems that are beyond the specified limits of the Products and those set or defined by relevant supply standards for the Product;
  - 6.17.3 improper wiring, installation, change of settings or maintenance of Products or any other electrical components such as drivers not performed by (or for) Supplier;
  - 6.17.4 failure to adhere to installation, operating (such as specific tolerance on flux and system power), application, maintenance, or environmental instructions or guidelines prescribed by Supplier or any other document accompanying the Products, or applicable safety, industry and/or electrical standards or codes;
  - 6.17.5 failure to use the Products for the purposes for which they have been designed; or
  - 6.17.6 not taking into account the applicable instructions concerning potential pollution or cleaning of LED Products.
- 7. WARRANTY – SERVICES**
- 7.1 The Supplier warrants that:
- 7.1.1 the Services shall be performed in accordance with Good Industry Practice;
  - 7.1.2 the Services performed and the Deliverables supplied shall be free from material defects once completed.
- 7.2 Subject to the provisions of this clause 7, the Supplier shall, at its option, remedy or re-perform any Services or Deliverables that do not comply with clause 7.1, provided that the Customer serves a written notice on the Supplier that some or all of the Services or the Deliverables (as the case may be) do not comply with clause 7.1, and identifying in sufficient detail the nature and extent of the defects within 15 days of performance of the Services or delivery of the Deliverables, as applicable, by the Supplier.
- 7.3 The Supplier shall not be liable for any failure of the Services or the Deliverables to comply with the provisions of clause 7.1 where the same arises directly or indirectly and whether in whole or in part as a result of:
- 7.3.1 a breach by the Customer of any of its obligations under this Contract;

- 7.3.2 an Event of Force Majeure; or
- 7.3.3 any design, specification, or requirement of the Customer.
- 7.4 Except where expressly provided for within this Contract, Supplier excludes all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect of the Services.
- 7.5 The provisions of clause 7.2 are the Customer's sole and exclusive remedies (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach of clause 7.1 or for any other error or defect in the Deliverables or defective performance of the Services.

## 8. RE-STOCKING

- 8.1 This Clause 8 applies in respect of Products which have been delivered in accordance with this Contract but where Customer would like them to be returned to Supplier. This Clause 8 is only applicable to sales made to UK customers. Restocking is not applicable to any customer outside of the UK.
- 8.2 Notwithstanding anything to the contrary in this Contract or any documentation supplied by the Supplier to the Customer, at Supplier's absolute discretion and subject to any conditions that Supplier stipulates, Supplier may provide its written authorisation to Customer's return of the Products or the cancellation of this Contract (or part of it) after delivery by Supplier. No agreement to return any Products or cancel any Order is effective unless provided in writing by a person authorised to do so on behalf of the Supplier. Conditions for the return of the Products or cancellation of this Contract can include, without limitation:
  - 8.2.1 the Customer paying Supplier a return or cancellation fee of 20% of the Fee or the Supplier's minimum charge of £50 (the "**Minimum Returns Charge**"), whichever is higher. The Minimum Returns Charge is subject to change by the Supplier from time to time; or
  - 8.2.2 the Customer placing an Order for Products with a value of at least double the value of the relevant Products in the cancelled Order or which are being returned.
- 8.3 Customer shall not be entitled to cancel an Order or a Contract or return any Products under this Clause 8 if:
  - 8.3.1 written authorisation in accordance with Clause 8.2 has not been provided by Supplier;
  - 8.3.2 the Products have been damaged, modified or in any way changed or altered after Supplier delivered them; or
  - 8.3.3 instalment has commenced in respect of them; or
  - 8.3.4 at the time of the requested cancellation or return, the relevant Product is not included in the then current edition of the Brochure and at least 6 months has elapsed since the most recent edition of the Brochure was issued; or
  - 8.3.5 the Products have been ordered or made specifically to Customer's specification, order or requirements, including Bespoke Products; or
  - 8.3.6 the boxes or packaging containing the Products are damaged or do not contain the same number and type of Products that were originally provided by the Supplier in such boxes or packaging; or
  - 8.3.7 the Products are in a form that makes it difficult to re-sell them without Supplier incurring cost.
- 8.4 If Supplier agrees to part or full cancellation or returns of Products, Customer shall re-deliver the Products at its own cost or make them available for collection in accordance with the timeframes and manner and packing (including the original packaging, where specified) that Supplier reasonably requires (including for delivery of large or heavy items to Supplier's main warehouse). Supplier shall charge a transport fee for collecting the cancelled Products from Customer or Customer's (direct or indirect) customers.

## 9. LIABILITY

- 9.1 This Clause 9 prevails over all other Clauses and sets forth the entire Liability of Supplier, and the sole and exclusive remedies of Customer, in respect of:
  - 9.1.1 performance, non-performance, purported performance, delay in performance or mis-performance of this Contract or of any goods or services in connection with this Contract; or
  - 9.1.2 otherwise in relation to this Contract or entering into this Contract.
- 9.2 Supplier does not exclude or limit its Liability for:
  - 9.2.1 its fraud; or
  - 9.2.2 death or personal injury caused by its Negligence; or
  - 9.2.3 any breach of the non-excludable obligations implied by law as to having title to supply goods; or
  - 9.2.4 any other Liability which cannot be excluded or limited by applicable law.
- 9.3 Subject to Clause 9.2, Supplier does not accept, and it hereby excludes any Liability for Negligence other than any Liability arising pursuant to the terms of this Contract.

- 9.4 Subject to the Clause 9.2, Supplier shall not have any Liability in respect of any:
    - 9.4.1 indirect or consequential losses, damages, costs or expenses;
    - 9.4.2 loss of actual or anticipated profits;
    - 9.4.3 loss of contracts;
    - 9.4.4 loss of use of money;
    - 9.4.5 loss of anticipated savings;
    - 9.4.6 loss of revenue;
    - 9.4.7 loss of goodwill;
    - 9.4.8 loss of reputation;
    - 9.4.9 ex gratia payments;
    - 9.4.10 loss of business;
    - 9.4.11 loss of operation time;
    - 9.4.12 loss of opportunity; or
    - 9.4.13 loss of, damage to or corruption of, data (except to the extent that that Supplier specifically has a responsibility to prevent loss of, damage to or corruption of, data under this Contract);
- whether or not such losses were reasonably foreseeable or Supplier or its agents or contractors had been advised of the possibility of such losses being incurred. For the avoidance of doubt, Clauses 9.4.2 to 9.4.13 apply whether such losses are direct, indirect, consequential or otherwise.

- 9.5 Subject to Clause 9.2, the total aggregate Liability of Supplier for all causes of action arising out of or in connection with all claims in aggregate (including warranty claims and losses relating to the breach of warranty) shall be limited to 100% of the total sums paid by Customer to Supplier under this Contract in respect of the particular Products for which there are such claims.

- 9.6 The limitation of Liability under Clause 9.5 has effect in relation both to any Liability expressly provided for under this Contract and to any Liability arising by reason of the invalidity or unenforceability of any term of this Contract.

- 9.7 In this Contract:

9.7.1 "**Liability**" means liability in or for breach of contract, tort (whether deliberate or not), Negligence, breach of statutory duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with this Contract, including liability expressly provided for under this Contract or arising by reason of the invalidity or unenforceability of any term of this Contract (and for the purposes of this definition, all references to "this Contract" shall be deemed to include any collateral contract); and

9.7.2 "**Negligence**" means the breach of any (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty).

## 10. FEE

- 10.1 Customer shall pay to Supplier the Fee and other sums due under this Contract.
- 10.2 Where Supplier requires a particular part of the Fee to be paid in advance of delivery of the Products, delivery of the Products is conditional on Supplier first receiving the advanced part of the Fee and any other sums due in cleared funds in full from Customer.
- 10.3 Unless otherwise stipulated in the Quotation or Long Term Agreement or in writing between the Parties for part or all payment of the Fee to take place after delivery (in which case, Supplier may invoice on delivery (as the case may be), or making available for collection, of the Products (or part of them)), Supplier may issue the invoice to Customer for the Fee (or the relevant part) and other sums due in connection with the Fee upon issuing the Order Acknowledgement.
- 10.4 Subject to Clause 10.2, unless otherwise provided by Supplier in writing that Customer has been given any credit terms, Customer shall pay Supplier in full for any sums due under this Contract on receipt of the Order Acknowledgement. Unless otherwise agreed in writing between Supplier and Customer (including pursuant to the credit terms granted to Customer by Supplier under its trade account with Supplier), to the extent that Supplier has given Customer credit terms in writing from time to time, Customer shall pay Supplier in full for any sums due under this Contract by the end of the month following the month of the invoice date (or such other period as Supplier may stipulate in writing).
- 10.5 Supplier may stipulate in writing a total credit limit for Customer from time to time. If there are any amounts due or owing from Customer (and any other customers associated with Customer) to Supplier under any agreement between them (including under this Contract) in aggregate in excess of the total credit limit, Supplier may withhold delivery or making available Products for collection

until Customer pays such sum to Supplier so as to reduce the amounts due or owing below the credit limit.

- 10.6 Where Supplier requires for payment by letter of credit, Customer shall conform to such requirements for the letter of credit as are stipulated in this Contract and/or as stipulated in writing by Supplier to Customer. Unless Supplier specifies in writing to the contrary, the letter of credit shall be confirmed, irrevocable and without recourse, providing for payment at sight, allowing partial deliveries and collections, and issued and confirmed by first class banks to Supplier's satisfaction. The costs for the letter of credit shall be payable by Customer. If Customer fails to provide the required letter of credit, Supplier may refuse to despatch an Order on an export basis.
- 10.7 Customer is responsible for complying with any applicable government export control laws and regulations.
- 10.8 The Fee and all sums due under this Contract are exclusive of any VAT, or other sales, import and export duties or taxes (if applicable), which shall be payable in addition at the same time as payment of the Fee and other sums due.
- 10.9 Customer shall pay Supplier by any payment method reasonably stipulated by Supplier.
- 10.10 Unless otherwise stipulated in this Contract or agreed in writing between the Parties, payment shall be in the currency in force in England from time to time.
- 10.11 Payment shall be deemed made when Supplier has received cleared funds in full.
- 10.12 Payment of all sums due to Supplier under this Contract shall be made by Customer in full without any set-off, deduction or withholding whatsoever.
- 10.13 If Customer is late in paying any part of any monies due to Supplier under this Contract or any other agreement between the Parties, Supplier may (without prejudice to any other right or remedy available to it whether under this Contract or by any statute, regulation or bye-law) do any or all of the following:
  - 10.13.1 charge interest on the amount due but unpaid at the annual rate of interest set under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 from time to time from the due date until payment (after as well as before judgment), such interest to run from day to day and to be compounded monthly; and
  - 10.13.2 recover Supplier's costs and expenses and charges (including legal and debt collection fees and costs) in collecting the late payment; and
  - 10.13.3 sell or otherwise dispose of any Products which are the subject of any Order, whether or not appropriated thereto, and apply the proceeds of sale to the overdue payment; and
  - 10.13.4 suspend the performance of this Contract and any other agreement between Supplier and Customer until payment in full has been made.

## 11. WEEE DIRECTIVE

- 11.1 The Waste Electrical and Electronic Equipment Regulations (SI 2006/3289) (the "**WEEE Regulation**") requires that any product showing the crossed-out wheelee bin symbol must not be disposed of with other household or commercial waste to prevent possible harm to the environment or human health from uncontrolled waste disposal.
- 11.2 Under the alternative arrangement under the WEEE Regulations 9(2), Supplier does not charge its customers a "WEEE Levy" at the time of purchase. Supplier encourages its customers to separate any WEEE related Products from other waste types and recycle them responsibly through their nearest recycling centre or via their chosen waste contractor.
- 11.3 Customer may request Supplier to arrange the collection of its unwanted WEEE related Products. Supplier shall be under no obligation to agree or comply with such a request by Customer. If Supplier chooses to agree to the request, Supplier will arrange, at its sole discretion as to time and date of collection, to take back the WEEE related Products. However, as no WEEE Levy is incurred by Customer at the time of purchase, Supplier reserves the right, at the time of collection, to charge Customer a collection fee for compliance with a request pursuant to this Clause 11.3.

## 12. INTELLECTUAL PROPERTY

- 12.1 Customer and Supplier acknowledge that, as between them, Supplier and its licensors own all Intellectual Property Rights in the Products, whether or not any of the Products are created, designed or adapted at the specific request of Customer, including Bespoke Products. Customer shall not have any rights over or to use the Products other than as expressly provided under this Contract.
- 12.2 To the extent that Intellectual Property Rights in the Products may not originally vest in Supplier as contemplated under this Agreement, Customer hereby irrevocably assigns, transfers, and conveys to Supplier all Intellectual Property Rights, title and interest therein. Customer shall give Supplier all reasonable assistance and execute all documents necessary to assist or enable

Supplier to perfect, preserve, register and record its rights in such Intellectual Property Rights.

## 13. TERM AND TERMINATION

- 13.1 This Contract shall commence when it becomes legally binding in accordance with Clause 2.10 and, unless terminated earlier by either Party exercising any right of termination as set out in this Contract, shall continue in force until the later of:
  - 13.1.1 Customer having paid for the Fee and all sums in full; and
  - 13.1.2 Supplier having despatched all the Products to Customer.
- 13.2 Either Party may terminate this Contract immediately by notice to the other Party if:
  - 13.2.1 the other Party is in persistent breach of any of its obligations under this Contract or any other agreement between the Parties; or
  - 13.2.2 the other Party is in material breach of any of its obligations under this Contract or any other agreement between the Parties which is incapable of remedy; or
  - 13.2.3 the other Party fails to remedy, where capable of remedy, any material breach of any of its obligations under this Contract or any other agreement between the Parties after having been required in writing to remedy such breach within a period of no less than 30 days: or
  - 13.2.4 (in any event) the other Party (being Customer) is at least 10 Business Days' late in paying any sum due under this Contract; or
  - 13.2.5 the other Party gives notice to any of its creditors that it has suspended or is about to suspend payment or if it is or shall be unable to pay its debts as they come due, or enters into any compromise or arrangement with any of its creditors (other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party), or an order is made or a resolution is passed for the winding-up of the other Party or an administration order is made or an administrator is appointed to manage the affairs, business and property of the other Party or a receiver or manager or administrative receiver is appointed in respect of all or any of the other Party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver or manager or administrative receiver or administrator or which entitle the court to make a winding-up or bankruptcy order or the other Party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction; or
  - 13.2.6 the other Party (being Customer) is subject to an adverse or decline in credit rating or credit status by Customer's bank or credit status organisation or credit insurer.
- 13.3 The relevant Party may elect in its absolute discretion to suspend this Contract instead of, or prior to, terminating under Clause 13.2 if the circumstances arise as described in Clause 13.2.
- 13.4 Termination or expiry of this Contract shall be without prejudice to any accrued rights or remedies of either Party.
- 13.5 Termination or expiry of this Contract will not affect the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination or expiry.
- 13.6 Upon termination or expiry of this Contract for any reason:
  - 13.6.1 Supplier shall cease to perform this Contract; and
  - 13.6.2 all outstanding Fees and any other sums shall become immediately payable, whether invoiced or not.

## 14. FORCE MAJEURE

- 14.1 Save for obligations in respect of payment of the Fee, neither Party shall have any Liability for any breach, hindrance or delay in the performance of this Contract attributable to any cause beyond its reasonable control including any act of God, actions or omissions of third parties not in the same group as the Party seeking to rely on this Clause (including hackers, suppliers, couriers, governments, quasi-governmental, supra-national or local authorities), insurrection, riot, civil war, civil commotion, war, hostilities, threat of war, warlike operations, armed conflict, imposition of sanctions, embargo, seizure or forfeiture, breaking off of diplomatic relations or similar actions, national emergencies, actual or threatened or suspected terrorism, nuclear, chemical or biological contamination, sonic boom, piracy, arrests, restraints or detentions of any competent authority, blockade, strikes or combinations or lock-out of workmen, unusual traffic volumes, unusual travel restrictions, epidemic, fire, explosion, storm, flood, drought, adverse weather conditions (including cold, heat, wind, rain, snow, ice or fog), loss at sea, earthquake, volcano, ash cloud, natural disaster, accident, mechanical breakdown, third party software or infrastructure or communications, cyberattack, collapse of building structures, failure of plant machinery or machinery (other than used by the relevant Party) or third party computers or third party hardware or vehicles, failure or problems with public utility supplies (including general: electrical, telecoms, water, gas, postal, courier,

communications or Internet disruption or failure), shortage of or delay in or inability to obtain supplies, stocks, storage, materials, equipment or transportation ("**Event of Force Majeure**"), regardless of whether the circumstances in question could have been foreseen.

- 14.2 Each Party agrees to inform the other upon becoming aware of an Event of Force Majeure, such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- 14.3 The performance of each Party's obligations shall be suspended during the period that the circumstances persist, and such Party shall be granted an extension of time for performance equal to the period of the delay.
- 14.4 Each Party shall bear its own costs incurred by the Event of Force Majeure.
- 14.5 Should any performance of obligations be delayed under this Clause 14, each Party shall nevertheless accept performance as and when the other shall be able to perform.
- 14.6 If the Event of Force Majeure continues without a break for more than one month, either Party may terminate this Contract immediately by notice to the other, in which event neither Party shall have any Liability by reason of such termination.
- 14.7 If Supplier has contracted to provide identical or similar products or services to more than one customer and is prevented from fully meeting its obligations to Customer by reason of an Event of Force Majeure, Supplier may decide at its absolute discretion which contracts it will perform and to what extent.

## 15. NOTICES

- 15.1 Any notice required or authorised to be given under this Contract shall be in writing and served by personal delivery or by recorded delivery or by overnight commercially recognisable courier or by facsimile addressed to the relevant Party at its address stated in this Contract or at such other address or facsimile number as is notified by the relevant Party to the other Party for this purpose from time to time or at the address or facsimile number of the relevant Party last known to the other Party.
- 15.2 Any notice so given by recorded delivery or overnight commercially recognisable courier shall be deemed to have been served two Business Days after the same shall have been despatched and any notice so given by facsimile shall be deemed to have been served upon receipt of an answerback signal from the receiving machine, and in proving such service it shall be sufficient to prove that the letter or facsimile was properly addressed or numbered and, as the case may be, despatched or a confirmation of facsimile delivery receipt received.

## 16. ASSIGNMENT

- 16.1 Subject to any assignee (in the case of an assignment) confirming in writing to be bound by the provisions of this Contract, Supplier may assign, transfer, novate or subcontract its rights, liabilities or obligations under this Contract either in whole or in part to any other person, firm or company. Supplier shall promptly give notice to Customer of any such assignment, transfer or novation.
- 16.2 Customer shall not (and shall not purport to) assign, transfer, novate, charge or otherwise encumber, create any trust over or deal in any manner with this Contract or any of its rights, liabilities or obligations under this Contract without the prior written consent of Supplier (such consent not to be unreasonably withheld or delayed).

## 17. GENERAL

- 17.1 For the purposes of this Contract, if the Customer is receiving Products from the "Aurora UK Trade" division, Aurora Lighting UK Limited is the Supplier.
- 17.2 Unless a Party expressly states in writing that it is waiving a particular power, right or remedy in a particular stated instance, no failure or delay or omission by either Party in exercising any power, right or remedy under this Contract or at law shall operate as a waiver of such power, right or remedy; and no waiver in any particular instance shall extend to or affect any other or subsequent event or impair any powers, rights or remedies in respect of it or in any way modify or diminish that Party's other powers, rights or remedies under this Contract or at law.
- 17.3 If any Clause or sub-Clause or other provision in this Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way affect any other Clause or sub-Clause or provision or part of any Clause or sub-Clause or provision, all of which shall remain in full force and effect.
- 17.4 Nothing in this Contract shall create or be deemed to create a partnership, an agency or a relationship of employer and employee between the Parties.
- 17.5 A person who is not a Party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

17.6 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or its formation, shall be governed by, and construed in accordance with, the laws of England.

17.7 If both Parties are domiciled in the European Union or the United Kingdom, then subject to Clause 17.8, the Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with this Agreement or its subject matter or its formation (including non-contractual disputes or claims).

17.8 If both Parties are domiciled in the European Union or the United Kingdom, but as a consequence of any change in national or international law, judgments of the courts of England shall not be automatically enforceable in the jurisdiction in which Customer is located, or such a change in law is planned or reasonably foreseeable, Supplier shall have the right to commence and pursue arbitration proceedings against Customer under the LCIA Rules to settle any claim, dispute or matter of difference which may arise out of or in connection with this Agreement or its formation (including non-contractual disputes or claims). The LCIA Rules are deemed to be incorporated by reference into this Clause 17.8. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

17.9 If one or more of the Parties is domiciled outside of the European Union and the United Kingdom, any claim, dispute, or matter of difference which may arise out of or in connection with this Agreement or its subject matter or its formation (including non-contractual disputes or claims) shall be exclusively referred to and finally resolved by arbitration under the LCIA Rules. Those Rules are deemed to be incorporated by reference into this Clause 17.9. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.

17.10 All dealings, correspondence and contacts between the Parties shall be made or conducted in the English language.

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