

Terms & Conditions

1. Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another legal entity;
Applicable Law	means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national or international in any relevant jurisdiction, provided always that for the purpose of this Contract, Applicable Law shall be construed in accordance with the laws of England and Wales except as expressly required otherwise.;
Bribery Laws	means the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
Conditions	means the Supplier's terms and conditions set out in this document;
Confidential Information	means any information (whether commercial, financial, technical, or otherwise, and whether written, oral, electronic or other form) relating to the business, products, supply of Deliverables, operations, plans, strategies, know-how, trade secrets or any other affairs of a party which is either identified as confidential at the time of disclosure, or which ought reasonably to be considered confidential given the nature of the information or the circumstances of disclosure, including, without limitation, any information developed by the Supplier in performing its obligations under, or pursuant to, the Contract;
Contract	means the contract for sale and purchase of Deliverables between the Supplier and the Customer incorporating these Conditions and the Order Confirmation;
Control	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Controls, Controlled and under common Control shall be construed accordingly;
Customer	means the named party in the Contract which has agreed to purchase the Deliverables from the Supplier and whose details are set out in the Order;
Data Protection Legislation	all applicable data protection and privacy laws in force from time to time in the United Kingdom, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), and any other legislation relating to the protection of personal data and the privacy of individuals.
Deliverables	means the Goods or Services or both as the case may be;
Documentation	means any descriptions, instructions, manuals, literature, technical details or other related materials supplied (whether physically or online) in connection with the Deliverables including the Specifications, data sheet, instruction booklet and manufacturer's calibration certificate;
Force Majeure	means an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, pandemic, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, materials, transport, equipment or telecommunications service required for performance of the Contract, government action, strike, lockout or boycott or other industrial action including those involving the Supplier's

	or its suppliers' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;
Goods	means the goods namely Rogowski coil probes, sensors, integrators and related accessories, spare parts, custom assemblies, Documentation and/or other physical material set out in the Order Confirmation and to be supplied by the Supplier to the Customer in accordance with the Contract;
Incoterms	means the latest edition of the ICC Incoterms in force as at the date of the Supplier's applicable quotation
Intellectual Property Rights	means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software and firmware, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case: (a) whether registered or not, (b) including any applications to protect or register such rights, (c) including all renewals and extensions of such rights or applications, (d) whether vested, contingent or future, (e) to which the relevant party is or may be entitled, and (f) in whichever part of the world existing;
IPR Claim	means any claim, action, or proceeding alleging that the Deliverables, or the Customer's use or possession of the Deliverables, infringes the Intellectual Property Rights of any third party.;
Location	means the address or addresses for delivery of the Goods as set out in the Order Confirmation;
Order	means the order placed by the Customer for the Deliverables;
Order Confirmation	the Supplier's written confirmation of the Order for the Deliverables as described in clause 2.7 below;
Price	has the meaning given in clause 3.1;
Services	means the services set out in the Order and to be supplied by the Supplier to the Customer in accordance with the Contract;
Specification	means the technical description (also known as a data sheet) and referred to in the Supplier's quotation or Order Confirmation;
Supplier	means Power Electronic Measurements Limited with registered office Gloucester House, 162 Wellington Street, Long Eaton, Nottingham, NG10 4HS (company number: 02631230);
VAT	means value added tax under the Value Added Tax Act 1994 or any other similar sale or fiscal tax applying to the sale of the Deliverables; and
Warranty Period	has the meaning given in clause 8.1.

- 1.2 In these Conditions, unless the context otherwise requires:
- 1.2.1 a reference to the Contract includes these Conditions, the Order Confirmation, and their respective schedules, appendices and annexes (if any);
 - 1.2.2 any clause, schedule or other headings in these Conditions are included for convenience only and shall have no effect on the interpretation of these Conditions;
 - 1.2.3 a reference to a 'party' means either the Supplier or the Customer and includes that party's personal representatives, successors and permitted assigns;
 - 1.2.4 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
 - 1.2.5 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - 1.2.6 a reference to a gender includes each other gender;
 - 1.2.7 words in the singular include the plural and vice versa;
 - 1.2.8 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
 - 1.2.9 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form excluding email;
 - 1.2.10 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time except to the extent that any such amendment, extension or re-enactment would increase or alter the liability of a party under the Contract;
 - 1.2.11 a reference to legislation includes all subordinate legislation made from time to time under that legislation; and

- 1.2.12 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.

2. Application of these conditions

- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Customer's purchase conditions, order, confirmation of order, specification or any other document whatsoever shall form part of the Contract therefore and for the avoidance of doubt, any Customer terms are rejected and shall have no legal effect.
- 2.3 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply the Deliverables and are incapable of being accepted by the Customer.
- 2.4 Each Order placed by the Customer to the Supplier shall be an offer to purchase the Deliverables subject to acceptance by the Supplier.
- 2.5 If the Supplier is unable to accept an Order, it shall notify the Customer in writing as soon as reasonably practicable.
- 2.6 Any quotation provided by the Supplier or any Order shall remain in effect and capable of being accepted for 30 days from the date of such quotation or Order, after which time it shall automatically lapse and be withdrawn.
- 2.7 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Deliverables shall arise, until the Supplier's written acceptance of the Order.
- 2.8 Upon acceptance of the Order by the Supplier in accordance with clause 2.7, a contract between the parties for the Deliverables set out in the Order Confirmation shall be formed and these Conditions shall be deemed incorporated accordingly, forming the Contract.
- 2.9 The Supplier may at any time without notifying the Customer make any changes to the Deliverables including changes to design, materials, components or manufacturing methods which do not materially affect the nature or quality of the Deliverables.
- 2.10 The Customer acknowledges that the Goods are manufactured to order and therefore upon acceptance of the Order in accordance with clause 2.7 above, the Customer may not cancel the Order unless expressly agreed by the Supplier in writing. If the Customer cancels an Order it shall remain fully liable for the full Price payable for the Goods cancelled and the Customer shall indemnify the Supplier against all costs and expenses incurred up to the date of cancellation, including but not limited to materials, components, work in progress, supplier cancellation charges, engineering time and reasonable overhead allocation.
- 2.11 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.12 All product descriptions, illustrations, drawings, performance data, marketing, and other promotional and technical materials relating to the Deliverables including those in brochures, websites, or advertising materials are provided for general guidance only, are illustrative in nature, and do not form part of the Contract and the content thereof does not constitute engineering consultancy or system certification. The Customer is solely responsible for determining the suitability of the Goods for its intended use.
- 2.13 Any typographical, clerical or other omission in any sales literature, quotation, price list, Order Confirmation, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.
- 2.14 The Customer acknowledges and agrees that, where the Goods are incorporated into, interfaced with, or used as part of any broader product, assembly, equipment, module, subsystem or integrated solution of the Customer (the "Customer System"), the Customer is solely responsible for ensuring that the complete system (being the integrated solution of the Goods and the Customer System), together with all constituent parts, modules, connections, interfaces, software, control architecture, installation methods and operating conditions used by the Customer, complies with all Applicable Laws, regulations, standards, codes and certification requirements. For the avoidance of doubt, the Supplier gives no warranty nor makes any representation that the incorporation of the Goods into any the Customer System will of itself render the Customer System compliant, safe or fit for any particular purpose including regulatory or standards-based purpose. The Customer shall also be fully responsible for carrying out all Customer System-level testing, validation, verification and certification required in relation to the integrated solution of the Goods and Customer System.

3. Price

- 3.1 The price for the Deliverables shall be as set out in the Order Confirmation or, where no such provision is set out, shall be calculated in accordance with the Supplier's scale of charges in force from time to time (the **Price**). In the event the Customer requests a variation to the Deliverables or to the specification of Deliverables ordered (to which the Supplier expressly agrees in writing), such variation may affect the Price payable and delivery time.
- 3.2 The Prices are exclusive of:
- 3.2.1 delivery, insurance, shipping carriage, and all other related charges or taxes (unless otherwise agreed in writing), and
- 3.2.2 Value Added Tax (VAT) or any similar sales tax, customs charges and freight which may be chargeable in respect of the Deliverables.
- 3.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.

- 3.4 Where the sale is an export from the United Kingdom, the Supplier shall apply VAT at the zero-rate (subject to receipt of sufficient evidence of export). The Customer shall be responsible for and pay, in addition to the Prices, all taxes, duties, levies, assessments, or other charges of any nature imposed outside the United Kingdom (including, without limitation, any import duties, local sales or use taxes, customs duties, and similar charges) in connection with the importation and delivery of the Goods into the country of destination, unless otherwise agreed in writing.
- 3.5 The Supplier reserves the right to charge the Customer, for any additional work undertaken over and above that which would have been otherwise required, (including any costs, expenses or financial penalties incurred by the Supplier) as a result of any instructions supplied by the Customer being incomplete, incorrect, inaccurate, illegible, out of sequence, in the wrong form, or provided to the Supplier too late to enable it to meet a deadline.

4. Payment and Credit Limits

- 4.1 The Supplier shall invoice the Customer for the Deliverables, at any time following acceptance of an Order.
- 4.2 The Customer shall pay all invoices:
- 4.2.1 in full without deduction or set-off, in cleared funds within 30 days of the date of each invoice; and
- 4.2.2 to the bank account nominated by the Supplier.
- 4.3 Time for payment is of the essence. Where sums due under these Conditions are not paid in full by the due date or any credit limit is exceeded, without prejudice to any other right or remedy the Supplier may have:
- 4.3.1 all invoices issued by the Supplier in respect of any Deliverables sold or supplied and any additional charges pursuant to this Contract and any sums due for goods and/or services under any other contract which may exist between the parties shall immediately fall due for payment; and
- 4.3.2 the Supplier shall be entitled to:
- 4.3.2.1 cancel or suspend any further deliveries to the Customer under any Order;
- 4.3.2.2 sell or otherwise dispose of the Goods and/or any goods which are the subject of any Order by the Customer, whether or not appropriated thereto, and apply the proceeds of sale to the overdue payment or to a reduction in the excess over the maximum credit facility;
- 4.3.2.3 charge the Customer interest (both before and after any judgment) on the amount unpaid, in accordance with the rate set out in the Late Payment of Commercial Debts (Interest) Act 1998;
- 4.3.2.4 charge the Customer, as an additional charge, for any fees and/or expenses incurred by the Supplier (either directly or indirectly or by a third party) in securing payment of any unpaid amount;
- 4.3.2.5 at its absolute discretion and without prejudice to its other rights, to require payment in advance for any further Deliverables, or to vary the payment terms for any outstanding or future Orders by notice in writing to the Customer. The Supplier may also withhold delivery or suspend performance of any Deliverables until such advance payment is received;
- 4.3.2.6 appropriate any payment made by the Customer to such of the Deliverables (or goods or services supplied under any other order) as the Supplier may think fit; and
- 4.3.2.7 by notice to the Customer unilaterally vary the Customer's credit available and/or payment terms for future Contracts.
- 4.4 Without prejudice to the Supplier's rights under Conditions 4.3.2 and 17 (Termination), the Supplier may at any time suspend performance of any of its obligations under this Contract (including manufacture, picking, allocation and/or delivery of the Goods and stopping Goods in transit) until full cleared funds of all overdue amounts are received.
- 4.5 Unless otherwise stated in the Order Confirmation or agreed in writing, all payments shall be made in Pounds Sterling (GBP).
- 4.6 The Supplier may withdraw, increase or decrease the value of any credit facility to which the Customer receives at its sole discretion.
- 4.7 The Customer shall bear the cost of all bank charges in respect of payments made to the Supplier including in respect of bank transfers, credit or debit payments and dishonoured cheques.

5. Delivery and performance

- 5.1 Any delivery date or period stated by the Supplier, including in any quotation or Order Confirmation, is an estimate only, based on conditions applying at the date of issue. Whilst the Supplier shall use reasonable endeavours to meet any such estimated delivery date, time for delivery shall not be of the essence and the Supplier shall not be liable for any delay in delivery arising from causes beyond its reasonable control, including without limitation delays or shortages affecting raw materials, components or services, temporary capacity constraints, production interruptions, carrier or freight delays, import or export controls, customs clearance delays, or any Force Majeure Event. Delivery shall be deemed to occur when the Goods arrive at the Location by the Supplier or its nominated carrier or, if the Goods are collected by the Customer, upon collection from the Supplier's premises.
- 5.2 The Services shall be performed by the Supplier at such location as the Supplier deems appropriate which shall be decided at the Supplier's sole discretion. The Services shall be deemed completed by the Supplier upon delivery of the applicable goods or Goods being delivered to the Customer, deemed delivery shall be in accordance with clause 5.1.
- 5.3 The Customer shall not be entitled to reject the whole or any part of any delivery solely because the quantity of Goods delivered differs from the quantity ordered or stated in the Order Confirmation. In the event of any shortage or over-delivery,

the Customer shall notify the Supplier without undue delay, and the Supplier shall, at its option, either supply the shortfall, accept return of the excess Goods, or make an appropriate adjustment to the invoice. Any such shortage or over-delivery shall not entitle the Customer to terminate the Contract or reject the Goods.

- 5.4 The Supplier may deliver the Goods or perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5.5 Each delivery or performance of the Deliverables shall be accompanied by a delivery note stating:
- 5.5.1 the date of the Order;
 - 5.5.2 the relevant Customer and Supplier details;
 - 5.5.3 if Goods, the product numbers and type and quantity of Goods in the consignment;
 - 5.5.4 if Services, the category, type and quantity of Services performed;
 - 5.5.5 any special instructions, handling and other requests; and
 - 5.5.6 in the case of Goods, whether any packaging material (e.g. ruggedised) is to be returned, in which case the Customer shall, after the Goods are unpacked, make them available for collection by the Supplier at the Supplier's expense.
- The quantity set out within the delivery note shall be conclusive evidence of the Goods delivered including the quantity received by the Customer.
- 5.6 The Customer shall inspect the Goods immediately upon delivery. Any claims for shortage or visible damage must be notified in writing to the Supplier within fourteen (14) days of Delivery. Latent defects not reasonably discoverable upon visual inspection shall be addressed under the applicable warranty provisions (clause 8).
- 5.7 Time is not of the essence in relation to the performance or delivery of the Deliverables. The Supplier shall use its reasonable endeavours to meet estimated dates for delivery and performance, but any such dates are indicative only.
- 5.8 The Supplier shall not be liable for any delay in or failure of performance caused by:
- 5.8.1 the Customer's failure to make the Location available;
 - 5.8.2 the Customer's failure to prepare the Location appropriately to enable delivery of the Deliverables;
 - 5.8.3 the Customer's failure to provide the Supplier with adequate instructions for performance or delivery of the Deliverables; or
 - 5.8.4 Force Majeure.
- 5.9 If the Customer fails to accept delivery of the Goods the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay all costs and expenses incurred by the Supplier in doing so.
- 5.10 If ten (10) Business Days following the due date for delivery or collection of the Goods, the Customer has not taken delivery of or collected them, the Supplier may resell or otherwise dispose of the Goods without any obligation or liability to the Customer, except as provided for in clauses 5.10.1 and 5.10.2. The Supplier shall:
- 5.10.1 deduct all reasonable storage charges and costs of resale; and
 - 5.10.2 account to the Customer for any excess of the resale price over, (or invoice the Customer for any shortfall of the resale price below), the Price paid by the Customer for the Goods.
- 5.11 The Customer may not postpone a confirmed delivery date within three (3) Business Days of that confirmed date without the Supplier's written consent. Where delivery is postponed at the Customer's request (with or without consent), risk shall pass in accordance with clause 6.1 and the Supplier may charge (i) storage costs (including insurance) as an additional charge and (ii) any abortive and redelivery charges.
- 5.12 For international deliveries, the relevant Incoterm (as published by the International Chamber of Commerce and stated in the Order or quotation) shall apply and determine transfer of risk, costs, and responsibilities for customs clearance, duties, and taxes provided always that title in the Goods shall remain with the Supplier in accordance with clause 6.2 below. Unless expressly agreed otherwise, the Customer is the importer of record and solely responsible for (without prejudice to clause 3.4) all overseas import VAT, duties, charges, declarations and compliance.

6. Risk & Title

- 6.1 Subject to clause 5.12, risk in the Goods shall pass to the Customer on delivery.
- 6.2 Title to the Goods shall pass to the Customer once the Supplier has received payment in full and cleared funds for the Goods and all sums (whether present, future, actual or contingent) owing or payable by the Customer to the Supplier from time to time under any contract between them.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 hold the Goods as fiduciary agent and bailee for the Supplier;
 - 6.3.2 store the Goods separately from all other material in the Customer's possession;
 - 6.3.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered;
 - 6.3.4 ensure that the Goods are clearly identifiable as belonging to the Supplier;
 - 6.3.5 insure the Goods from the date of delivery:
 - 6.3.5.1 with a reputable insurer;
 - 6.3.5.2 against all risks; and

- 6.3.5.3 for an amount at least equal to their Price;
 - 6.3.6 not remove or alter any mark on or packaging of the Goods;
 - 6.3.7 inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in clauses 17.1.4, 17.1.5 or 17.2;
 - 6.3.8 on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time; and
 - 6.3.9 not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Customer does so all monies owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable
- 6.4 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 17.1.4, 17.1.5 or 17.2, the Supplier may:
- 6.4.1 require the Customer, at the Customer's expense, to re-deliver the Goods to the Supplier; and
 - 6.4.2 if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.
- 6.5 If Goods are damaged or destroyed by an insured risk prior to such Goods being paid in full by the Customer, the Customer shall receive the proceeds of any such insurance as trustee for the Supplier and forward such proceeds to the Supplier immediately.
- 6.6 The Supplier reserves the right at any time to recall, replace, or withdraw any Goods where it considers, in its sole discretion, that such action is necessary for safety, legal, regulatory, or quality reasons. In such circumstances, the Supplier may, at its option, replace the Goods or refund to the Customer the Price (or a proportionate part thereof), and shall have no further liability to the Customer in respect of such recall, replacement, or withdrawal.

7. Export and Import Control & Customs Responsibilities

- 7.1 The Customer shall obtain and maintain at its own expense all necessary export, import, customs or other licences, clearances, permits and approvals for the delivery, importation, admission, use, or resale of the Goods. The Supplier shall complete only those UK export formalities allocated to it under the Incoterm.
- 7.2 The Customer warrants and undertakes that it and its Affiliates, agents, and end-users are not listed on any relevant government sanctions list and that the Goods will not be sold or exported, directly or indirectly, in violation of any applicable export or sanctions regulations.
- 7.3 The Customer agrees that the Supplier's obligation to deliver is postponed for any period during which any necessary government licence, approval, or authorisation is not granted, is suspended, or revoked.
- 7.4 The Customer shall not use, sell, transfer, or permit the use or resale of the Goods including in or for connection with prohibited activities or end-uses, including but not limited to weapons, nuclear, military, or mass surveillance applications, unless expressly agreed in writing and in compliance with Applicable Laws. The Customer shall indemnify and keep indemnified the Supplier on demand against all liabilities, losses, damages, costs and expenses (including legal and other professional fees and expenses) suffered or incurred by the Supplier arising out of or in connection with any non-compliance by the Customer with clause 7.1, 7.2 and this clause 7.4.
- 7.5 The Customer shall promptly provide all export evidence required by the Supplier. If sufficient evidence is not received within the statutory period, the Supplier may charge VAT, payable immediately on demand.

8. Warranty and Standards

- 8.1 The Supplier warrants that the Goods shall be free from material defects in materials and workmanship for the applicable period commencing on the date of despatch from the Supplier, namely:
- 8.1.1 in respect of CWT (including Mini and Ultra-mini), CMC, LFR and DCflex products, a period of 12 months in respect of the Rogowski coil and cable;
 - 8.1.2 In respect of CWT (including Mini and Ultra-mini), CMC, LFR and DCflex products a period of 24 months in respect of the electronic integrator; and
 - 8.1.3 in respect of RCT and RCT-3ph products, a period of 24 months in respect of the Rogowski coil and electronic integrator,
- in each case, the relevant period being the "**Warranty Period**".
- 8.2 Where a material defect arises within the applicable Warranty Period and the Goods have not been misused, the Supplier shall, at its option, repair or replace the defective Goods or the defective part thereof, provided always that the Goods are returned to the Supplier in accordance with the Supplier's instructions and at the Customer's cost and risk for carriage. Further details of the Supplier's warranty procedure are available from the Supplier on request at service@pemuk.com or on the Supplier's website.
- 8.3 The Customer warrants that it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs. The Supplier gives no warranty, representation, or undertaking that the Deliverables shall be suitable for, or will meet, any particular purpose, use, needs or environment, whether or not the same was made known to the Supplier

- 8.4 The Customer may reject any of the Deliverables that do not comply with clause 8.1 during the applicable Warranty Period, provided that the Customer serves a written notice on the Supplier at service@pemuk.com and follows the returns process notified to the Customer and further providing the Supplier with:
- 8.4.1 sufficient information as to the nature and extent of the defects and, in the case of Goods, the uses to which the Goods had been put prior to the defect arising;
 - 8.4.2 a reasonable opportunity to examine the claim of the defective Deliverables.
- 8.5 The Customer shall, at its own cost, return any Goods rejected under clause 8.4. Risk and title in the rejected Goods shall pass back to the Supplier at the point at which the Goods are received by the Supplier.
- 8.6 As the Customer's sole and exclusive remedy, as soon as reasonably practicable but in any event within 15 Business Days after the Goods are received at the Supplier's office in the United Kingdom, following written notification by the Customer in accordance with clause 8.4, the Supplier shall, at the Supplier's option:
- 8.6.1 in the case of Goods, repair or replace the Goods;
 - 8.6.2 in the case of Services, promptly remedy the non-compliance or re-perform the relevant Services; or
 - 8.6.3 provide the Customer with a full refund of the Price paid by the Customer for the non-compliant Deliverables.
- 8.7 Where any Deliverables or any part of them are corrected, repaired, remedied, re-performed or replaced pursuant to clause 8.6.1 or 8.6.2, the warranty in clause 8.1 shall continue to apply only for the remainder of the original Warranty Period applicable to the relevant Deliverables. For the avoidance of doubt, no such correction, repair, remedy, re-performance or replacement shall extend, renew or restart the original Warranty Period, whether for the Deliverables as a whole or for any part, component or element not affected by the relevant correction, repair, remedy, re-performance or replacement.
- 8.8 The Supplier shall not be liable under the warranty given in clause 8.1, and the warranty shall not apply to any defect, damage, or non-conformance of the Deliverables arising from or in connection with:
- 8.8.1 normal wear and tear, or which could be expected to arise in the normal course of use of the Goods;
 - 8.8.2 accident, misuse, abuse, neglect, wilful damage, or negligence by the Customer or a third party including use of the Deliverables in breach of the terms of the Contract or any Documentation;
 - 8.8.3 improper or inadequate testing, operation, maintenance, installation, implementation storage, or adjustment (including failure to follow applicable Specifications or instructions provided by the Supplier);
 - 8.8.4 modification, alteration, or repair carried out by any person other than the Supplier or a party authorised by the Supplier;
 - 8.8.5 use of the Goods with parts, accessories, or third-party products not supplied or approved by the Supplier; or
 - 8.8.6 use of the Deliverables after the Customer has notified the Supplier they do not comply with clause 8.
- For the avoidance of doubt, the warranty given in clause 8.1 does not cover consumable items or routine calibration where such work is necessitated by normal use.
- 8.9 Clauses 8.4 and 8.6 set out the Customer's sole and exclusive remedies (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach by the Supplier of clause 8.1. Except as set out in this clause 8:
- 8.9.1 all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. In particular, the Supplier makes no warranty as to the fitness of the Goods for any particular purpose, use or environment even if that purpose, use or environment is stated in the Order. This exclusion includes recommendations or advice from the Supplier to the Customer relating to a specific enquiry. The Customer must satisfy itself as to the fitness for the purpose, use or environment for which the Goods are intended.
 - 8.9.2 the Supplier gives no warranties or undertakings and makes no representations in relation to the Deliverables and does not warrant compliance with IEC, EN, UL, IEEE, automotive, rail, grid or other standards unless expressly stated in writing; and
 - 8.9.3 all warranties, terms and conditions (including the conditions implied by sections 13–16 of the Supply of Goods and Services Act 1982 and sections 13–15 and 30 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by Applicable Law.
- 8.10 The Supplier shall, in providing the Deliverables, comply with the requirements of ISO9001:2015 and in support of the same, the Supplier shall engage train and support its employees to contribute to the effectiveness of the quality management system in place and communicate quality policy and objectives and performance against those objectives throughout the Supplier company.
- 8.11 Where Goods are returned for warranty repair, calibration, assessment, or other services in accordance with clause 8.6, the Customer shall return the Goods to the Supplier as instructed, at its own cost, unless otherwise agreed in writing. If following assessment or the service, the Supplier determines that the Deliverables are not covered by the warranty, the Customer shall remain liable to pay for the Deliverables and any applicable charges. If the Customer does not accept return delivery of Goods after assessment or service, the Supplier shall be entitled to charge storage fees after 28 days and may dispose of the Goods (including notifying relevant customs authorities if required for imported items) upon giving the Customer 14 days' written notice, without further liability.

9. Anti-bribery & Anti-Slavery

- 9.1 The Customer shall comply with all applicable Bribery Act 2010 (and all other Applicable Laws relating to anti-bribery and corruption) and the Modern Slavery Act 2015, ensure its personnel, subcontractors and others associated with it do the same, and immediately notify the Supplier of any breach. The Customer shall not offer or accept any bribe or improper payment. Any breach of this clause by the Customer is a material, non-remediable breach entitling the Supplier to terminate immediately.

- 9.2 The Customer represents that it complies with all Applicable Laws relating to anti-slavery and human trafficking, including the UK Modern Slavery Act 2015, and undertakes to ensure its own supply chains are free from slavery and human trafficking. The Supplier reserves the right to request evidence of such compliance and immediately notify the Supplier of any breach.
- 9.3 Without prejudice to the status of any other breach under this Contract, a breach of clause 9.1 or 9.2 shall be deemed a material breach of this Contract.

10. Indemnity and insurance

- 10.1 The Customer shall indemnify and keep indemnified the Supplier, on demand, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable legal expenses) incurred by the Supplier arising out of or in connection with:
- 10.1.1 the Customer's improper installation, misuse or modification of the Goods (including use of the Goods outside of the requirements within the published Specification), integration of the Goods into the Customer's or third party systems or equipment; or
 - 10.1.2 any claim that the installation, use, adaptation, or manufacture of any Deliverables in accordance with the Customer's instructions, specifications, or information infringes the Intellectual Property Rights of any third party; or
 - 10.1.3 any breach by the Customer of any applicable export, import, customs, anti-bribery, anti-slavery or other Applicable Laws;
 - 10.1.4 or caused by the Customer's wilful misconduct, gross negligence, or misuse of the Deliverables.
- 10.2 For the avoidance of doubt, the indemnity given at clause 10.1 does not extend to any claim against the Customer to the extent caused by the Supplier's material breach of this Contract.
- 10.3 Each party shall have in place contracts of insurance with reputable insurers to cover their respective obligations under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

11. Limitation of liability

- 11.1 The extent of each parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 11.
- 11.2 Subject to clause 11.4, the Supplier's total liability (in aggregate for all or any claims) shall be limited to the total fees paid by the Customer in the 12 month period immediately preceding the event or circumstance giving rise to the claim.
- 11.3 Subject to clause 11.4, the Supplier shall not be liable for in respect of any loss of profits, loss of business, business interruption, loss of goodwill, loss of production, loss of data, loss of contracts, loss of anticipated savings or loss of use, or any other consequential, indirect or special losses.
- 11.4 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:
- 11.4.1 death or personal injury caused by negligence;
 - 11.4.2 fraud or fraudulent misrepresentation;
 - 11.4.3 any losses caused by wilful misconduct; or
 - 11.4.4 any other losses which cannot be excluded or limited by Applicable Law.
- 11.5 Without prejudice to the provisions of this clause 11, the Supplier shall have no liability for any delay or failure to perform its obligations under this Contract to the extent that such delay or failure is a result of the Customer's breach of the terms of this Contract, or compliance with applicable anti-bribery, anti-corruption, anti-slavery, or sanctions laws, or any breach thereof by the Customer.
- 11.6 Without prejudice and subject to each party's rights under clause 8 above, the Customer shall bring no claim arising out of or in connection with the Deliverables more than six (6) months after the date of delivery.

12. Intellectual property

- 12.1 All Intellectual Property Rights in or arising out of or in connection with the Deliverables including, for the avoidance of doubt, tooling, fixtures, test equipment, design files and manufacturing data, designs, drawings, software, firmware, documentation (including Documentation) and website content (other than Intellectual Property Rights in any materials provided by the Customer which shall remain the property of the Customer) shall be owned by the Supplier.
- 12.2 The Customer is granted a non-exclusive, non-transferable, non-sublicensable, revocable license to use the Deliverables solely for its internal purposes in accordance with this Contract.
- 12.3 The Customer shall not copy, adapt, modify, distribute, decompile, reverse engineer, or create derivative works from the Deliverables except to the extent permitted by Applicable Law. Further, the Customer shall not remove, obscure, or alter any proprietary notices affixed to or contained within the Deliverables.
- 12.4 If any IPR Claim is made or is reasonably likely to be made in respect of the Deliverables, the following shall apply:
- 12.4.1 the Customer must promptly notify the Supplier in writing of the IPR Claim and give the Supplier complete control of the defence and settlement of the IPR Claim; and
 - 12.4.2 the Supplier may at its option and expense:
 - 12.4.2.1 procure for the Customer the right to continue receiving the benefit of the relevant Deliverables; or

12.4.2.2 modify or replace the infringing part of the Deliverables so as to avoid the infringement or alleged infringement, provided the Deliverables remain in material conformance to their Specification.

- 12.5 The Supplier's obligations under clause 12.4.2 shall not apply to Deliverables modified or used by the Customer other than in accordance with this Contract or the Supplier's written instructions. The Customer shall indemnify the Supplier against all losses, damages, liabilities, costs and expenses (including reasonable legal fees) incurred by the Supplier in connection with any claim arising from such modification or use.
- 12.6 This clause sets out the entire liability and obligation of the Supplier with respect to any IPR Claim and all other liability is excluded to the fullest extent permitted by Applicable Law.

13. Confidentiality and announcements

- 13.1 The receiving party shall keep confidential all Confidential Information of the disclosing party. For the avoidance of doubt, the Customer shall also keep confidential all Confidential Information of any Affiliate of the Supplier as if it were the Confidential Information of the Supplier, and references to "Confidential Information of the Supplier" shall be deemed to include Confidential Information of any Affiliate of the Supplier. Each party shall only use such Confidential Information as required to perform the Contract.
- The provisions of this clause shall not apply to.
- 13.1.1 any information which was in the public domain at the date of the Contract;
- 13.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
- 13.1.3 any information which is independently developed by the receiving party without using information supplied by the disclosing party; or
- 13.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract.
- 13.2 The Supplier may disclose Confidential Information of the Customer to its Affiliates, officers, employees, and advisers who need to know such information for the purpose of performing the Contract.
- 13.3 Each party shall ensure that its officers, employees, agents, and advisers who have access to Confidential Information of the other party or, in the case of the Customer, of any Affiliate of the Supplier, comply with confidentiality obligations at least as strict as those set out in this clause, and shall be liable for any breach of this clause 13 by any such persons as if it were a breach by the receiving party itself.
- 13.4 This clause shall remain in force for a period of five years from the date of the Contract and, if longer, three years after termination of the Contract.
- 13.5 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

14. Data protection

- 14.1 The parties agree that any personal data shared under this Contract shall be processed in accordance with the data protection principles set out in the Data Protection Legislation.
- 14.2 Each party shall ensure that any personal data provided to the other is processed lawfully and in accordance with the roles of controller and/or processor as defined by Data Protection Legislation. Both parties shall take all reasonable steps to ensure fair and lawful processing, and shall cooperate to enable compliance with Data Protection Legislation. The Supplier's privacy policy is incorporated by reference and available at <https://www.pemuk.com/terms/privacy-policy> and sets out what personal data is collected, the nature and legal basis of processing.
- 14.3 Each party shall implement appropriate technical and organisational measures to ensure the security of the personal data and ensure that any personnel authorised to process the personal data are subject to confidentiality obligations.
- 14.4 Neither party shall transfer personal data outside the UK unless in compliance with the UK GDPR and UK Data Protection Act 2018 requirements.
- 14.5 Each party shall notify the other without undue delay upon becoming aware of any personal data breach involving the personal data of the disclosing party.
- 14.6 Upon termination of this Contract, each party shall (to the extent technically feasible and permitted by Data Protection Legislation) delete or return all personal data and confidential information processed under this Contract, unless retention is required by Applicable Law or necessary for the establishment, exercise or defence of legal claims.

15. Environmental and WEEE Compliance

- 15.1 The Customer is responsible for compliance with all applicable statutory requirements regarding the collection, recycling, and treatment of electrical and electronic equipment, packaging, and batteries in accordance with Applicable Law in its jurisdiction. Information on end-of-life return, recycling or disposal is available from the Supplier on request and the Customer shall comply with any such instructions issued by the Supplier from time to time.

16. Force majeure

- 16.1 Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly, notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 28 days, either party may terminate the Contract by written notice to the other party.

17. Termination

- 17.1 The Supplier may terminate this Contract (including any individual Order Confirmation) which it has with the Customer at any time by giving written notice to the Customer if:
- 17.1.1 the Customer commits a material breach of the Contract and such breach is not remediable;
 - 17.1.2 the Customer commits a material breach of the Contract which is remediable but is not remedied within 14 days of receiving written notice of such breach;
 - 17.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid 14 days after the Supplier has given notification that the payment is overdue;
 - 17.1.4 the Customer does not obtain or ceases to hold, or has revoked or modified any consent, licence, permission or authorisation such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled; or
 - 17.1.5 the Customer:
 - 17.1.5.1 in the Supplier's reasonable opinion is suffering from credit deterioration;
 - 17.1.5.2 ceases or intends to cease a substantial part of its business;
 - 17.1.5.3 is unable to pay its debts (as defined in section 123 Insolvency Act 1986 or as reasonably believed by the Supplier);
 - 17.1.5.4 enters into or becomes subject to any insolvency, administration, restructuring, moratorium, winding-up, receivership or analogous procedure in any jurisdiction; or
 - 17.1.5.5 takes any steps in anticipation of such procedures.
- 17.2 The Supplier may terminate the Contract at any time by giving not less than four weeks' notice in writing to the Customer if the Customer undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.
- 17.3 The right of the Supplier to terminate the Contract pursuant to clause 17.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) of the Customer where the amalgamated, reconstructed or merged entity agrees to adhere to the Contract.
- 17.4 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 17, it shall immediately notify the Supplier in writing.
- 17.5 The Customer may terminate this Contract (including any individual Order) which it has with the Supplier upon 14 days prior written notice to the Supplier if:
- 17.5.1 the Supplier commits a material breach of the Contract and such breach is not remediable;
 - 17.5.2 the Supplier:
 - 17.5.2.1 ceases or intends to cease a substantial part of its business; or
 - 17.5.2.2 enters into or becomes subject to any insolvency, administration, restructuring, moratorium, winding-up, receivership or analogous procedure in any jurisdiction;
- 17.6 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

18. General

- 18.1 Any notice under this Contract must be in English, in writing, and sent to the address stated in the Contract (or as updated by written notice or an email address expressly stated to be provided for the purpose of the service of notices). A notice is deemed received when delivered by hand on signature of receipt, by first-class post at 9.00 am on the second Business Day after posting, by international post at 9.00 am on the fourth Business Day after posting, or by email when a read receipt is received, provided confirmation is also sent by post. Changes to contact details take effect on the date specified in the notice or, if none, five Business Days after deemed receipt. All times are local to the recipient. This clause does not apply to notices in legal proceedings or arbitration.
- 18.2 The parties agree that the Contract and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter. Each party acknowledges that it has not entered into the Contract or any documents entered into pursuant to it in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract or any documents entered into pursuant to it. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract. Nothing in these Conditions purports to limit or exclude any liability for fraud.
- 18.3 No variation to this Contract, shall be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of each of the Customer and the Supplier respectively. Save that, where these Conditions are available online, the Supplier may make reasonable or necessary updates to the Conditions from time to time.
- 18.4 The Supplier may at any time assign, transfer, subcontract, novate, charge, or otherwise deal in any manner with any or all of its rights and obligations under this Contract. The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without the Supplier's prior written consent, (such consent not to be unreasonably withheld or delayed). Notwithstanding the preceding paragraph, the Customer may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives the Supplier prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. The Customer acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of the Customer itself.
- 18.5 The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual

relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

- 18.6 If any provision of this Contract is or becomes illegal, invalid or unenforceable, the remaining provisions shall continue in full force. Where a provision can be made legal, valid and enforceable by deleting or modifying part of it, it shall apply with the minimum changes necessary, and the parties shall negotiate in good faith to agree an alternative provision if required.
- 18.7 Failure or delay by the Supplier to exercise any right or remedy under this Contract does not waive it or prevent future exercise. A waiver is only effective if in writing and signed by the Supplier, and applies only to the specific instance for which it is given.
- 18.8 The Customer shall comply with Applicable Law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.
- 18.9 If there is a conflict between the terms contained in the Conditions and the terms of the quotation, Order, Order Confirmation, schedules, appendices or annexes to the Contract, the terms of the Conditions shall prevail to the extent of the conflict.
- 18.10 Except as expressly provided for in this clause 18.10, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. Any Affiliate of the Supplier shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.
- 18.11 All rights and remedies available to either of the Supplier under the terms of the Contract or under the general law are to be cumulative, and no exercise by the Supplier of any such right or remedy is to restrict or prejudice the exercise of any other right or remedy granted by the Contract or otherwise available to the Supplier.
- 18.12 Each party to the Contract shall at the request and expense of the other execute and do any deeds and other things reasonably necessary to carry out the provisions of the Contract or to make it easier to enforce.
- 18.13 Either party may raise a dispute by giving written notice with details of the issue. The parties will use reasonable efforts to resolve it: first, authorised representatives will meet within 10 Business Days; if unresolved, senior executives will meet within a further 10 Business Days. Either party may commence legal proceedings at any time.
- 18.14 These Conditions are drafted in the English language. In the event of translation, the English version shall prevail.

19. Website Terms of Use

- 19.1 All content made available on the Supplier's website is provided for general informational purposes only. The Supplier does not warrant that access to the Website will be uninterrupted, error-free, or secure. Users may download documentation made available on the Website solely for their own internal business purposes and for no other use.
- 19.2 The Supplier may update, modify, or remove Website content at any time without notice.
- 19.3 To the fullest extent permitted by law, the Supplier shall not be liable for any loss, damage, or claim arising out of or in connection with the User's access to or use of (or inability to use) the Website or any content made available through it.

20. Governing law & Jurisdiction

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