



1803 Ltd
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1. Interpretation

1.1 Definitions.

Approvals: any approvals required in respect of the manufacture of the Goods, including those approvals required for regulatory compliance.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Buyer: the person or firm who purchases the Goods from 1803 Ltd.

Buyer's Premises: any buildings, offices, accommodations and other facilities of the Buyer or any third party at which the Goods are, or are to be, stored and/or installed, and/or at which the Services are, or are to be, provided.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 17.4.

Confidential Information: any information (however recorded or preserved) of a confidential nature concerning the business, affairs, customers, clients or suppliers of a party or of any member of its Group, including but not limited to information relating to the party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers.

Contract: the contract between 1803 Ltd and the Buyer for the sale and purchase of the Goods and/or Services in accordance with these Conditions.

Design & Application Advice: any advice on system design or application provided by 1803 Ltd to the Buyer in relation to the Goods or Services which may include deviations from any Goods Specification or Scope of Works or any other specifications provided by the Buyer.

1803 Ltd (registered in England and Wales with company number 14082618)

Force Majeure Event: an event which materially interferes with the ability of a party to perform its obligations or duties which is not within the reasonable control of the party affected and which could not with the exercise of due diligence have been avoided, including, but not limited to, acts of God, acts of public enemies, insurrections, wars or warlike action (whether actual, pending or expected), terrorism, sabotage, threats of terrorism or sabotage, vandalism, accidents, fires, floods, interruption of utility services or acts of government or governmental agency.

Free Issue Materials: materials including data, tools, patterns, input material and other equipment issued by the Buyer to 1803 Ltd solely for use in relation to the Contract.

Goods: the goods (or any part of them) set out in the Order.

Goods Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Buyer and 1803 Ltd.

Group: in relation to a party, means its subsidiaries from time to time, its holding company from time to time and any subsidiaries of such holding company from time to time. A company is a "subsidiary" of another company (its "holding company") if that other company, directly or indirectly, through one of its subsidiaries controls it. For purposes of this definition, "Control" (and, with correlative meanings, the terms "controlled by" and "under common control with") means (a) the possession, directly or indirectly, of the power to direct the management or



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policies, whether through the ownership of voting securities or by contract relating to voting rights or corporate governance, or (b) the ownership, directly or indirectly, of more than fifty percent (50%) of the voting securities or other ownership interest.

Order: the Buyer's order for the Goods and/or Services, as set out in the Buyer's purchase order form or the Buyer's written acceptance of 1803 Ltd quotation.

Personal Data: has the meaning set out in section 1(1) of the Data Protection Act 1998 and relates only to personal data, or any part of such personal data, in respect of which the Buyer is the Data Controller and in relation to which 1803 Ltd is providing services under the Contract.

Services: the services supplied by 1803 Ltd to the Buyer as set out in the Scope of Works.

Scope of Works: the description or specification for the Services provided in writing by 1803 Ltd to the Buyer.

1.2 Interpretation:

- 1.2.1 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.2.2 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.2.3 a reference to writing or written includes emails.

2. Basis of Contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Buyer to purchase Goods and/or Services in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any applicable Goods Specification and/or Scope of Works are complete and accurate and for giving 1803 Ltd any necessary information relating to the Goods and/or Services within a sufficient time to enable 1803 Ltd to perform the Contract in accordance with its terms.
- 2.3 The Order shall only be deemed to be accepted when 1803 Ltd issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 The Buyer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Buyer that is inconsistent with these Conditions.
- 2.5 Any samples, drawings, descriptive matter or advertising produced by 1803 Ltd and any descriptions or illustrations contained in 1803 Ltd catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods and/or Services referred to in them. They shall not form part of the Contract nor have any contractual force.



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- 2.6 A quotation for the Goods and/or Services given by 1803 Ltd shall not constitute an offer. A quotation shall only be valid for the period specified in 1803 Ltd quotation.
3. Cancellation of Orders and Return of Goods
- 3.1 No Order which has been accepted by 1803 Ltd may be cancelled by the Buyer except with the agreement in writing of 1803 Ltd and on the condition that the Buyer shall indemnify 1803 Ltd in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by 1803 Ltd up to and until the date of the cancellation in connection with the Order or as a result of cancellation.
- 3.2 The Buyer may, with the agreement in writing of 1803 Ltd, return any unused Goods, which are “stock” items (i.e. Goods that are within the 1803 Ltd stocked range of products, and being sold by 1803 Ltd at the time of return) to 1803 Ltd, provided that any such Goods are returned to 1803 Ltd premises at the Buyer’s expense:
- 3.2.1 in an unused and re-saleable condition; and
- 3.2.2 within one (1) calendar month of the date of delivery.
- 3.3 Where the Goods are returned and accepted by 1803 Ltd to be in an unused and re-saleable condition, 1803 Ltd will raise a credit in favour of the Buyer. The amount of credit will be calculated on the basis of the price paid by the Buyer for the Goods, less a 25% restocking fee.
4. Goods
- 4.1 The Goods shall be as described in the Goods Specification.
- 4.2 To the extent that the Goods are to be manufactured in accordance with any specification supplied by the Buyer, the Buyer shall indemnify 1803 Ltd against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by 1803 Ltd in connection with any claim made against 1803 Ltd for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with 1803 Ltd use of or compliance with such specification. This clause 4.2 shall survive termination of the Contract.
- 4.3 1803 Ltd reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.
5. Delivery of Goods
- 5.1 Unless otherwise agreed, delivery of the Goods shall be completed on the Goods’ arrival at the Delivery Location.



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- 5.2 Unless otherwise agreed with 1803 Ltd, 1803 Ltd carriers shall not be responsible for loading or off-loading of Goods at the Delivery Location.
- 5.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. 1803 Ltd shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide 1803 Ltd with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.4 If 1803 Ltd fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. 1803 Ltd shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide 1803 Ltd with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.5 If the Buyer fails to take or accept delivery of the Goods within three Business Days of 1803 Ltd notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or 1803 Ltd failure to comply with its obligations under the Contract:
- 5.5.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which 1803 Ltd notified the Buyer that the Goods were ready; and
- 5.5.2 1803 Ltd shall store the Goods until delivery takes place, and charge the Buyer for all related costs and expenses (including insurance).
- 5.6 If ten Business Days after the day on which 1803 Ltd notified the Buyer that the Goods were ready for delivery the Buyer has not taken or accepted delivery of them, 1803 Ltd may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Buyer for any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.
- 5.7 If 1803 Ltd delivers up to and including 5% more or less than the quantity of Goods ordered the Buyer may not reject them, but on receipt of notice from the Buyer that the wrong quantity of Goods was delivered, a pro rata adjustment shall be made to the Order invoice, provided that 1803 Ltd has received notice from the Buyer of such wrong quantity within forty-eight (48) hours of delivery of the Goods.
- 5.8 1803 Ltd may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.
6. Quality of Goods and Services
- 6.1 1803 Ltd warrants that on delivery and, unless otherwise confirmed by 1803 Ltd in writing, for a period of 12 months from the date of delivery ("Warranty Period"), the Goods and/or Services shall:
- 6.1.1 conform in all material respects with the Goods Specification; and
- 6.1.2 be free from material defects in design, material and workmanship.
- 6.2 Subject to clause 6.3, if:



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- 6.2.1 the Buyer gives notice in writing to 1803 Ltd during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1;
- 6.2.2 1803 Ltd is given a reasonable opportunity of examining such Goods; and
- 6.2.3 the Buyer (if asked to do so by 1803 Ltd) returns such Goods to 1803 Ltd place of business at the Buyer's cost together with a full record and proof of any servicing, maintenance, repairs, modifications or alterations carried out on the Goods during the Warranty Period, 1803 Ltd shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 6.3 1803 Ltd shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 in any of the following events:
- 6.3.1 the Buyer makes any further use of such Goods after giving notice in accordance with clause 6.2;
- 6.3.2 the defect arises because the Buyer failed to follow 1803 Ltd oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 6.3.3 the defect arises as a result of 1803 Ltd following any drawing, design or specification supplied by the Buyer;
- 6.3.4 the Buyer alters or repairs such Goods without the written consent of 1803 Ltd;
- 6.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 6.3.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 6.4 Except as provided in this clause 6, 1803 Ltd shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.
- 6.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 6.6 These Conditions shall apply to any repaired or replacement Goods supplied by 1803 Ltd.
7. Free Issue Materials
- 7.1 All Free Issue Materials shall be at the risk of the Buyer and insured by the Buyer at its own expense.
- 7.2 The Buyer shall indemnify 1803 Ltd against any loss, damage, injury or expense whatsoever arising directly or indirectly from the supply or use of the Free Issue Materials, including, in connection with any claim made against 1803 Ltd for actual or alleged infringement of a third party's intellectual property rights.
- 7.3 The Free Issue Materials shall be provided to 1803 Ltd in good order and condition. Any Free Issue Materials that are defective or damaged due to bad workmanship or the fault of the Buyer shall be repaired or replaced at the Buyer's expense.



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7.4 The Buyer shall be responsible to ensure that the Free Issue Materials are complete and accurate, of satisfactory quality and are fit for its purpose and shall indemnify 1803 Ltd against any loss damage, injury or expenses whatsoever arising directly or indirectly from any fault in or incorrect specification of the said materials.

8. Buyer's Obligations

8.1 The Buyer shall:

- 8.1.1 ensure that the terms of the Order and the Goods Specification and/or Scope of Works are complete and accurate;
- 8.1.2 co-operate with 1803 Ltd in all matters relating to the Services;
- 8.1.3 have sole responsibility for seeking any necessary Approvals for any Goods, Services and/or Design & Application Advice before placing an Order with 1803 Ltd and shall indemnify 1803 Ltd against all and any costs 1803 Ltd incurs as a result of the Buyer's failure to obtain the necessary Approvals;
- 8.1.4 provide 1803 Ltd, its employees, agents, consultants and subcontractors, with access to the Buyer's Premises as reasonably required by 1803 Ltd to provide the Services;
- 8.1.5 provide 1803 Ltd with such information and materials as 1803 Ltd may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- 8.1.6 prepare the Buyer's Premises for the supply of the Services;
- 8.1.7 obtain and maintain all necessary licences, permissions and consents which may be required for use of the Goods or the Services which shall be obtained before the date on which the Goods are to be used or Services are to start (as applicable);
- 8.1.8 keep and maintain all materials, equipment, documents and other property of 1803 Ltd ("1803 Ltd Materials") at the Buyer's Premises in safe custody at its own risk, maintain 1803 Ltd Materials in good condition until returned to 1803 Ltd, and not dispose of or use 1803 Ltd Materials other than in accordance with 1803 Ltd written instructions or authorisation;
- 8.1.9 not make any alteration to the Buyer's Premises, including the use of any of the same, in such a way that 1803 Ltd provision of the Services may be affected between the date of the quotation and the date of delivery of the Services;
- 8.1.10 provide 1803 Ltd with use of the power and lighting supply and other utilities at the Buyer's Premises in connection with its provision of the Services free of charge;
- 8.1.11 provide 1803 Ltd with all health and safety information and procedures from time to time in force at the Buyer's Premises; and
- 8.1.12 comply with all applicable laws, statutes and regulations including in relation to anti-bribery and anti-corruption.



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8.2 If 1803 Ltd performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Buyer or failure by the Buyer to perform any relevant obligation (“Buyer Default”):

8.2.1 1803 Ltd shall, without limiting its other rights or remedies, have the right to suspend performance of the Services until the Buyer remedies the Buyer Default, and to rely on the Buyer Default to relieve it from the performance of any of its obligations to the extent the Buyer Default prevents or delays 1803 Ltd performance of any of its obligations;

8.2.2 1803 Ltd shall not be liable for any costs or losses sustained or incurred by the Buyer arising directly or indirectly from 1803 Ltd failure or delay to perform any of its obligations in respect of the Services; and

8.2.3 the Buyer shall reimburse 1803 Ltd on written demand for any costs or losses sustained or incurred by 1803 Ltd arising directly or indirectly from the Buyer Default.

9. Inspection and Testing

9.1 The Goods will be, so far as is practicable, submitted to 1803 Ltd standard tests.

9.2 If the Buyer requires alternative tests to those specified in 1803 Ltd quotation or if the Buyer or the Buyer’s representatives request to be present during the testing and/or inspection, additional charges will be applied to include the time required to conduct such tests.

9.3 If, having requested to attend the testing and/or inspection of the Goods, the Buyer or its representative(s) fails to attend the tests and/or inspection, the testing and/or inspection will proceed in the Buyer or the Buyer’s representatives’ absence and shall be deemed to have been made in the Buyer or its representatives’ presence.

10. Title and Risk

10.1 The risk in the Goods shall pass to the Buyer on completion of delivery as set out in clause 5.1.

10.2 Title to the Goods shall not pass to the Buyer until the earlier of:

10.2.1 1803 Ltd receives payment in full (in cash or cleared funds) for the Goods and any other goods that 1803 Ltd has supplied to the Buyer.

10.3 Until title to the Goods has passed to the Buyer, the Buyer shall:

10.3.1 store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as 1803 Ltd property;

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

10.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;



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10.3.4 notify 1803 Ltd immediately if it becomes subject to any of the events listed in clause 13.3; and

10.3.5 give 1803 Ltd such information relating to the Goods as 1803 Ltd may require from time to time.

10.4 Subject to clause 10.5, the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before 1803 Ltd receives payment for the Goods. However, if the Buyer resells the Goods before that time:

10.4.1 it does so as principal and not as 1803 Ltd agent; and

10.4.2 title to the Goods shall pass from 1803 Ltd to the Buyer immediately before the time at which resale by the Buyer occurs.

10.5 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 13.3, then, without limiting any other right or remedy 1803 Ltd may have:

10.5.1 the Buyer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

10.5.2 1803 Ltd may at any time:

(a) require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

(b) if the Buyer fails to do so promptly, enter any of the Buyer's Premises where the Goods are stored in order to recover them.

11. Supply of Services

11.1 1803 Ltd shall provide the Services to the Buyer in accordance with the Scope of Works in all material respects.

11.2 1803 Ltd shall use all reasonable endeavours to meet any performance dates for the Services specified in 1803 Ltd quotation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

11.3 1803 Ltd shall have the right to make any changes to the Services which are necessary to comply with any applicable law or regulatory or safety requirement, or which do not materially affect the nature or quality of the Services, and 1803 Ltd shall notify the Buyer in any such event.

11.4 1803 Ltd warrants that the Services shall conform in all material respects with the Scope of Works for a period of 12 months from the date of performance of the Services. Where 1803 Ltd is not the provider of the Services, 1803 Ltd shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to 1803 Ltd.

11.5 The terms implied by sections 13 to 15 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.



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- 11.6 1803 Ltd reserves the right to sub-contract any or all of its obligations in connection to the performance of the Services.
12. Price and Payment
- 12.1 The price of the Goods shall be the price set out in 1803 Ltd quotation. The charges for Services shall be calculated in accordance with 1803 Ltd standard daily fee rates, as set out in 1803 Ltd quotation, unless otherwise agreed in the Scope of Work.
- 12.2 1803 Ltd reserves the right to increase its standard daily fee rates for the Services at any time before performance of the Services upon 14 days' notice to the Buyer.
- 12.3 1803 Ltd may, by giving notice to the Buyer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 12.3.1 any factor beyond 1803 Ltd control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 12.3.2 any request by the Buyer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - 12.3.3 any delay caused by any instructions of the Buyer or failure of the Buyer to give 1803 Ltd adequate or accurate information or instructions.
- 12.4 The price of the Goods and/or Services excludes:
- 12.4.1 the costs and charges of non-standard packaging, insurance and transport of the Goods, which shall be invoiced to the Buyer; and
 - 12.4.2 any expenses reasonably incurred by 1803 Ltd in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by 1803 Ltd for the performance of the Services, and for the cost of any materials.
- 12.5 If 1803 Ltd incurs any extra costs between the date of the quotation and the date of despatch of the Goods owing to delay in starting work or suspension of the work due to the Buyer's instructions or inadequacy or absence of instructions, rectification of errors in drawings or Goods Specification/Scope of Works provided by the Buyer, or any other cause for which the Buyer (or any other party employed by the Buyer) is responsible, 1803 Ltd shall be entitled to charge the Buyer for those extra costs incurred.
- 12.6 1803 Ltd may invoice the Buyer for the Goods on or at any time after the completion of delivery. Unless as otherwise agreed in the Scope of Works, 1803 Ltd may invoice the Buyer for the Services at the end of each week in which the relevant Services are performed.
- 12.7 Subject to any special payment terms agreed in writing between the Buyer and 1803 Ltd, the Buyer shall pay the invoice in full and in cleared funds within 14 Business Days of the date of the invoice. Payment shall be made to the bank account nominated in writing by 1803 Ltd. Time of payment is of the essence.



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- 12.8 If the Buyer fails to make any payment due to 1803 Ltd under the Contract by the due date for payment, then 1803 Ltd shall be entitled to:
- 12.8.1 cancel the Contract or suspend any further deliveries to the Buyer;
 - 12.8.2 appropriate any payment made by the Buyer to such of the Goods (or the Goods supplied under any other contract between the Buyer and 1803 Ltd) as 1803 Ltd may think fit (notwithstanding any purported appropriation by the Buyer); and/or
 - 12.8.3 charge the Buyer interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.
- 12.9 The Buyer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). 1803 Ltd may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by 1803 Ltd to the Buyer.
13. Term; Termination
- 13.1 Unless as otherwise as agreed in the Scope of Services, the duration of the Services shall be as stated in 1803 Ltd quotation.
 - 13.2 Without affecting any right or remedy available to it, unless as otherwise as agreed in the Scope of Services, either party may terminate the Services by giving the other party not less than [thirty (30) days]' written notice.
 - 13.3 Without limiting its other rights or remedies, 1803 Ltd may terminate this Contract with immediate effect by giving written notice to the Buyer if:
 - 13.3.1 the Buyer fails to pay any amount due under this agreement on the due date for payment and remains in default for more than fourteen (14) days;
 - 13.3.2 the Buyer commits a material breach of any term of this agreement and (if that breach is remediable) fails to remedy that breach within thirty (30) days of that party being required in writing to do so;
 - 13.3.3 an order is made or a resolution is passed for the winding up of the Buyer, or an order is made for the appointment of an administrator to manage the affairs, business and property of the Buyer, or such an administrator is appointed, or a receiver is appointed of any of the other party's assets or undertaking, or circumstances arise which entitle a court or a creditor to appoint a receiver or manager or which entitle a court to make a winding-up order, or the Buyer takes or suffers any similar or analogous action in consequence of debt, or an arrangement or composition is made by the Buyer with its creditors or an application to a court for protection from its creditors is made by the Buyer; or



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- 13.3.4 any Force Majeure Event prevents the other party from performing its obligations under this agreement for any continuous period of six (6) months;
- 13.3.5 the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business;
- 13.3.6 the Buyer's financial position deteriorates to such an extent that in 1803 Ltd opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 13.3.7 the Buyer purports to assign or otherwise transfer its rights or obligations under this agreement in breach of clause 17.1.
- 13.4 Without limiting its other rights or remedies, 1803 Ltd may suspend provision of the Goods or the Services under the Contract or any other contract between the Buyer and 1803 Ltd if the Buyer becomes subject to any of the events listed in clause 13.3.1 to clause 13.3.6, or 1803 Ltd reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.
- 13.5 Without limiting its other rights or remedies, 1803 Ltd may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment.
- 13.6 On termination of the Contract for any reason the Buyer shall immediately pay to 1803 Ltd all of 1803 Ltd outstanding unpaid invoices and interest.
- 13.7 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 13.8 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
14. Limitation of Liability
- 14.1 Nothing in these Conditions shall limit or exclude 1803 Ltd liability for:
- 14.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 14.1.2 fraud or fraudulent misrepresentation; or
- 14.1.3 any matter in respect of which it would be unlawful for 1803 Ltd to exclude or restrict liability.
- 14.2 Subject to clause 14.1:
- 14.2.1 1803 Ltd shall under no circumstances whatsoever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of



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production, inability to occupy or delay in the ability to occupy any of the Buyer's Premises (by humans or livestock) in which the Goods are installed or are to be installed or the Services are to be provided, or any indirect or consequential loss arising under or in connection with the Contract; and

14.2.2 1803 Ltd total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount paid by the Buyer for the Goods and Services under this Contract.

15. Data Protection

15.1 The Buyer and 1803 Ltd acknowledge that for the purposes of the Data Protection Act 1998, the Buyer is the Data Controller and 1803 Ltd is the data processor in respect of any Personal Data.

15.2 1803 Ltd shall process the Personal Data only in accordance with the Buyer's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Buyer.

15.3 1803 Ltd shall take reasonable steps to ensure the reliability of all its employees who have access to the Personal Data.

15.4 Each party warrants to the other that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.

15.5 1803 Ltd warrants that, having regard to the state of technological development and the cost of implementing any measures, it will:

15.5.1 take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:

(a) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

(b) the nature of the data to be protected; and

15.5.2 take reasonable steps to ensure compliance with those measures.

15.6 Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by the first party or its employees or agents to comply with any of its obligations under this clause 15.

15.7 The Buyer acknowledges that 1803 Ltd is reliant on the Buyer for direction as to the extent to which 1803 Ltd is entitled to use and process the Personal Data. Consequently, 1803 Ltd will not be liable for any claim brought by a Data Subject arising from any action or omission by 1803 Ltd, to the extent that such action or omission resulted directly from the Buyer's instructions.



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- 15.8 1803 Ltd may authorise a third party (subcontractor) to process the Personal Data provided that the subcontractor's contract:
- 15.8.1 is on terms which are substantially the same as those set out in this agreement; and
 - 15.8.2 terminates automatically on termination of this agreement for any reason.
16. Force Majeure
- 16.1 A party shall be deemed not to be in default with respect to non-performance of any of its obligations under this agreement, if and so long as such non-performance is due in whole or in some material way to an event of Force Majeure and that party has used its commercially reasonable efforts to mitigate the effects of the event of Force Majeure and to perform its obligations under the agreement. If an event of Force Majeure occurs, the party affected shall promptly notify the other party of the occurrence of the event, its extent and probable duration and shall use its best endeavours to overcome the difficulties created thereby and to resume performance of its obligations as soon as practicable.
17. General
- 17.1 Assignment and other dealings.
- 17.1.1 1803 Ltd may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
 - 17.1.2 The Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of 1803 Ltd.
- 17.2 Confidentiality.
- 17.2.1 Each party undertakes that it shall not at any time during this agreement, and for a period of two years after termination of this agreement, disclose to any person any Confidential Information, except as permitted by clause 17.2.2.
 - 17.2.2 Each party may disclose the other party's confidential information:
 - (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 17.2; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.



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17.2.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

17.2.4 The obligations contained in this clause 17.2 shall not apply to any Confidential Information which:

- (a) is publicly known at the time of disclosure to the receiving party; or
- (b) becomes publicly known otherwise than through a breach of this agreement by the receiving party, its officers, employees, agents or contractors; or
- (c) can be proved by the receiving party to have reached it otherwise than by being communicated by the other party including:
 - (i) being known to it prior to disclosure; or
 - (ii) having been developed by or for it wholly independently of the other party; or
 - (iii) having been obtained from a third party without any restriction on disclosure on such third party of which the recipient is aware, having made due enquiry.

17.2.5 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party or to be implied from this agreement.

17.3 Entire agreement.

17.3.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.3.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

17.4 Variation. No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.5 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

17.5.1 waive that or any other right or remedy; nor

17.5.2 prevent or restrict the further exercise of that or any other right or remedy.

17.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any



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modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

17.7 Notices.

17.7.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

17.7.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 17.7.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

17.7.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

17.8 Third party rights. No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

17.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

17.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.