

## SEW EURODRIVE LTD: STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

### DEFINITIONS

- 1.1 The Company means SEW EURODRIVE LTD.
- 1.2 The Purchaser means the person, firm or company to whom Services are supplied subject to the following conditions ("Conditions") and to whom a quotation is addressed or whose order is accepted by the Company ("Contract").
- 1.3 Services means the services supplied to the Purchaser such as repairs, conversions, overhauls, start up, programming services, maintenance and repair work, retrofitting work on machines and systems, replacement of units.
- 1.4 Service Item means an item for which Services are rendered.

### EXISTENCE OF CONTRACT

- 2.1 Any written quotation or estimate provided by the Company shall constitute an invitation to treat and no binding contract shall be created by the placing of an order by the Purchaser unless and until the Company has sent an Order Acknowledgement to the Purchaser.
- 2.2 All quotations, offers and tenders are made and all orders are accepted by the Company subject to these Conditions. Except as otherwise provided herein, all other terms, conditions or warranties are excluded from any contract between the Purchaser and the Company including any terms and conditions which the Purchaser may purport to apply under any Order or similar document. All orders for Services shall be deemed to be an offer by the Purchaser to purchase the Services pursuant to these Conditions. Acceptance or delivery of the Services shall be deemed conclusive evidence of the Purchaser's acceptance of these Conditions.
- 2.3 No particulars contained in any advertising matter, catalogues or other publications supplied by the Company nor any verbal representation by any employee or agent of the Company shall be part of the Contract nor shall they be treated as constituting any representation on the part of the Company.
- 2.4 Where Services are supplied by the Company under a Blanket Order given by the Purchaser or in accordance with Delivery Schedules, Release Authorisations or any other special instruction from the Purchaser to the Company, each such Delivery Schedule, Release Authorisation or special instruction shall be deemed a separate contract to which these Conditions apply and prevail.
- 2.5 For the avoidance of doubt and unless agreed in writing, the Company shall not provide any services in the area of functional safety. It shall be incumbent on the Purchaser to observe and comply with standards and regulations in the area of functional safety relating to the Service Item.

### AMENDMENTS AND CANCELLATION

- 3.1 No alterations or modifications to these Conditions shall be binding on the Company unless expressly accepted or varied in writing by an officer of the Company.
- 3.2 Cancellation of any order cannot be made without the Company's consent in writing. In the event of an agreed cancellation the Purchaser shall indemnify the Company against all losses, including the Company's loss of profits, liabilities and expenses of whatever nature incurred by the Company arising directly or indirectly from such cancellation.



#### Registered Office

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#### Bank Account / Registration / Directors

HSBC, 66 Westgate, Wakefield, West Yorkshire  
GBP Account No: 81005189 Sort Code: 40-45-11  
EURO Account No: 39120556 Sort Code: 40-05-15  
VAT Registration No: 170-9086-56 Registered in England: 947360  
Directors: J. Blicke (Chairman) M. Holmes (Managing)

## PRICE

- 4.1 Except as otherwise agreed between the Purchaser and the Company, the quoted price for the Services shall not include VAT, taxes and all other applicable duties.
- 4.2 The price for the Services shall be calculated on a time and materials basis and the prices shall be calculated in accordance with the Company's price list in effect at the time.
- 4.3 The Company shall be entitled to charge for any expenses reasonably incurred 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 the Company for the performance of the Services, and for the cost of any materials.
- 4.4 The Company shall be entitled to invoice the Purchaser for the price of the Services in pounds sterling or in any other nominated currency at its sole discretion.
- 4.5 If Services cannot be performed for reasons for which the Company is not responsible, the Purchaser shall be billed for the work involved including time incurred in submitting a cost estimate as well as other time and work required. In such cases, the Service Item must be restored to its original condition only upon a request in writing by the Purchaser and the Purchaser shall reimburse the Company for its costs.

## PAYMENT

- 5.1 Unless otherwise agreed in writing, the Company shall invoice the Purchaser for the Services on completion of the Services.
- 5.2 The Purchaser shall pay each invoice submitted by the Company:
- 5.2.1 within [30] days of the date of the invoice; and
- 5.2.2 in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.
- 5.3 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services under the Contract or any other contract between the Purchaser and the Company if the Purchaser fails to pay any amount due under the Contract on the due date for payment, the Purchaser becomes subject to any of the events listed in Clause 12.1.3 or Clause 12.1.4, or the Purchaser reasonably believes that the Purchaser is about to become subject to any of them.
- 5.4 If the Purchaser fails to make payment due to the Company under the Contract by the due date, then, without limiting the Company's other remedies under these Conditions, the Purchaser shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%.
- 5.5 The Company reserves ownership of any accessories, replacement parts and replacement units used during the provision of the Services, until all payments due under the Contract have been received.
- 5.6 For its receivables under the Contract, the Company is entitled to a lien on the Service Item that is in its possession as a result of the Contract.



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## SUPPLY OF SERVICES

- 6.1 Time for delivery of the Services by the Company is given as accurately as possible but is not guaranteed, and time for delivery of the Services is not of the essence of the Contract.
- 6.2 Whilst the Company will endeavour to complete delivery of the Services within the agreed time and if no time is agreed, within a reasonable time, the Company shall not be liable in any way for any direct or indirect loss, damage or expense whatsoever (including without limitation loss of any profits, loss of business or turnover, all consequential loss and/or liability to third parties) suffered or incurred by the Purchaser as a consequence of any delay in delivery or completion of the Contract.
- 6.3 If individual components or equipment in machines or systems that are labelled CE in accordance with Directive 2006/42/EC on machinery are replaced and/or modified, all safety related requirements and conditions may need to be checked for continued compliance. The Purchaser shall be responsible for the check and for restoration of conformity if need be. The Company can assume this responsibility only if an explicit agreement is concluded in writing specifically laying down the responsibilities to be assumed by the Company.

## ACCEPTANCE

- 7.1 The Purchaser shall accept the Services as soon as it is notified of their completion, and any agreed testing of the Service Item is complete.
- 7.2 If the Services have not been performed as stipulated in the Contract, the Company shall remedy the defect (see Clause 8). This does not apply if the defect is irrelevant to the Purchaser's interests or is due to a situation attributable to the Purchaser. In the case of a minor defect, the Purchaser cannot refuse to accept the Services.
- 7.3 If acceptance is delayed and the Company is not responsible for the delay, acceptance will be deemed to have taken place two weeks after the Company first notified the Purchaser that the Services had been completed.
- 7.4 The Company's liability for visible defects shall be excluded once accepted, provided that the Purchaser has not reserved the right to assert a claim for a specific defect.

## WARRANTIES

- 8.1 So far as practicable the Company may assign to the Purchaser at its discretion the benefit of any guarantee, warranty, or service commitment which it may have received from any third party in relation to the Services.
- 8.2 The Services supplied by the Company shall be in accordance with the specification supplied by the Company (if any) in all material respects and shall be of satisfactory quality but are not tested or sold as fit for any particular purpose unless specifically agreed in writing by the Company.
- 8.3 The Purchaser must promptly inform the Company of any defects detected.
- 8.4 If the Services are defective, the Company will have the option to either cure the defect or re-perform the Services that are defective. The Purchaser shall grant the Company the time and opportunity to effect subsequent performance. If inappropriate changes are made, or maintenance is performed, by the Purchaser or a third party without prior approval from the Company, the Company shall no longer be liable for any defect in the Services. The burden of proof for the appropriateness of the changes or maintenance work shall lie with the Purchaser.
- 8.5 The Purchaser shall have the right to remedy the defect itself or appoint a third party to perform any necessary repairs in urgent cases where the defects represent a threat to operational safety or cause unreasonably excessive damages. In this situation, the Purchaser is obligated to inform the Company immediately of the same. Any reasonable expenses incurred with such repairs can be submitted to the Company for reimbursement. Goods or parts which the Purchaser alleges are defective shall be returned to the Company only when the Company requests the Purchaser to do so and, if necessary, properly packaged with a packing slip indicating the order number.



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- 8.6 In the event defects are to be remedied by the Company, the Company shall bear all expenses incurred in the remedy of the defect, including transportation, freight, labour and material costs, as long as such costs do not increase due to the fact that the goods or parts had been brought to a location other than the place of performance of the Services, unless the transport was in accordance with the intended use.
- 8.7 In the event subsequent performance proves unsuccessful, the Purchaser shall be entitled to a reduction in the remuneration agreed upon or to withdraw from the Contract.
- 8.8 Any damage caused due to any of the reasons listed in this Clause 8.8, and for which the Company is not responsible, does not constitute a right to claim under the warranty: Inappropriate or improper use after passing of risk, particularly excessive use, incorrect assembly or startup by the Purchaser or third party despite the provision of appropriate assembly instructions, natural wear and tear, incorrect or negligent handling, unsuitable operating material, replacement materials, defects in construction work, non-observance of operating instructions, unsuitable operating conditions, particularly unsuitable chemical, physical, electromagnetic, electrochemical or electrical influences, climatic or environmental influences as well as excessively high or low ambient temperatures, subsequent alterations of the service provided.
- 8.9 If the Services consists of creating or modifying software, the following provisions shall also apply:
- 8.9.1 Only deviations from the agreed characteristics that are proven and reproducible by the Purchaser shall be considered software defects. It shall not be considered a defect if the deviation does not occur in the last version of the software provided to the Purchaser and it is reasonable for the Purchaser to use such version.
- 8.9.2 There shall be no warranty claims for defects or damages that appear or arise due to special external influences that have not been presumed under the Contract.
- 8.9.3 There shall be no warranty claims in case of changes to the software by the Purchaser or by third parties and the consequences thereof.
- 8.9.4 There shall be no warranty claims if the software provided or created is not compatible with the data processing environment used by the Purchaser.
- 8.9.5 A defect shall be remedied either at the Purchaser's location or at the Company's plant, at the Company's option. If the Company chooses to remedy the defect at the Purchaser's location, the Purchaser must provide hardware and software and ensure other operating conditions (including computing time required) with appropriate operating personnel. The Purchaser must provide the Company with all required documentation and information that is in its possession for remedying the defect.
- 8.9.6 In creating the software as stipulated in the Contract, the Company merely implements the Purchaser's functional specifications. The Company does not therefore assume any liability if the use of software created by it violates any patents or utility models of a third party. The Purchaser bears the risk that the object operated by using the software or that any process using the software violates any patents or utility models of a third party. The Company does, however, warrant that the software itself is free of any third-party copyrights.
- 8.9.7 The Purchaser is responsible for proper backups of its data.
- 8.9.8 The Purchaser is responsible for testing the software created and/or modified by the Company thoroughly before moving it into production.
- 8.10 Subject to this Clause 8 all warranties and conditions whether implied by statute or otherwise are hereby excluded PROVIDED THAT nothing herein shall restrict or exclude liability for death or personal injury caused by the negligence of the Company.



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## PURCHASER OBLIGATIONS

- 9.1 The Purchaser shall:
- 9.1.1 ensure that the terms of the Order and any information it provides in the Specification are complete and accurate;
  - 9.1.2 co-operate with the Company in all matters relating to the Services at its cost;
  - 9.1.3 if required, provide the Company, its employees, agents, consultants and subcontractors, with access to the Purchaser's premises, office accommodation and other facilities as reasonably required by the Company;
  - 9.1.4 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start and shall bear all associated costs;
  - 9.1.5 inform the Company of the need for any specific safety checks or requirements duly in advance;
  - 9.1.6 provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects. Information required includes travel formalities where the Services will be performed overseas;
  - 9.1.7 inform the Company of all relevant interfaces (hardware and software) that the Company must take into account during performance of the Services;
  - 9.1.8 comply with all applicable laws, including health and safety laws;
  - 9.1.9 keep all materials, tools, equipment, documents and other property of the Company (Company Materials) at the Purchaser's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation. If the Company Materials are damaged and the Company is not responsible (and the damage is not due to fair wear and tear), the Purchaser shall compensate the Company for the damage to the Company Materials; and
  - 9.1.10 provide the Company with any information about any existing intellectual property rights in respect of Service Items and shall indemnify the Company from any third party claims arising out of the Service Item intellectual property.
- 9.2 If the Service is provided at a location outside the Company's plant, the Purchaser is obligated to provide technical assistance at its cost, by:
- 9.2.1 providing as much suitable auxiliary staff as necessary for the period required; the staff must follow instructions from Company personnel. The Company assumes no liability for such staff;
  - 9.2.2 performance of all required construction, ballast and scaffolding works, including the procurement of required building materials;
  - 9.2.3 providing required equipment and heavy-duty tools as well as required articles and materials of daily use;
  - 9.2.4 providing heating, lighting, operating force and water, including the required connections;
  - 9.2.5 providing the necessary dry areas with locks for the storage of tools belonging to Company personnel;
  - 9.2.6 protecting the place of performance of the Service as well as the materials used from harmful effects of any kind, keeping the place of performance clean;



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- 9.2.7 providing suitable, burglar-proof day rooms and working spaces (with heating, lighting, washrooms, sanitary facilities) and first aid for Company personnel;
- 9.2.8 providing materials and doing all else that is required for the regulation of the service item and the performance of any tests specified in the Contract.
- 9.3 The Purchaser is not authorised to give instructions to Company personnel, and Company personnel will not become part of the Customer's or end user's operations.
- 9.4 If the Purchaser does not fulfil its obligations, the Company is entitled but not obligated, after setting a grace period, to perform those acts that the Purchaser should have performed in the Purchaser's stead and at its cost. Notwithstanding the foregoing, Company statutory rights and claims will remain unaffected.
- 9.5 If the Service consists of replacing units, it is incumbent on the Purchaser to ensure that the replacement unit supplied by Company is functionally compatible with the machine or system in which the unit to be swapped out was housed. The Company shall merely inform the Purchaser of the technical characteristics of the replacement unit and will not assess its full compatibility across all conceivable technical characteristics.
- 9.6 If the Purchaser cannot comply with the above duties to participate on its own, because the Service was not provided at its site but at the location of a third-party (such as the end-user), the Purchaser must oblige to the third-party to provide the support services described above.
- 9.7 Transport and insurance when providing the Services at the Company plant:
- 9.7.1 Unless stipulated in writing, any transportation of the Service Item to and from the Company plant, including packing and loading if required at the request of the Purchaser shall be billed to the Purchaser. Otherwise, the Purchaser may deliver the Service Item to the Company at its own cost and collect the Service Item from the Company after completion of the Services.
- 9.7.2 The Purchaser shall bear any transportation risk.
- 9.7.3 At the Purchaser's request, insurance coverage will be taken out for transportation to and from the Company's plant at its cost to cover insurable transportation risks such as theft, breakage and fire.
- 9.7.4 There will be no insurance coverage for the period during which the Service is being provided at the Company plant. The Purchase must ensure the continuance of existing insurance coverage for the Service Item, such as fire insurance, mains water insurance, storm insurance and machine breakage insurance. It is only at the explicit request of and at the Purchaser's cost that insurance coverage for these risks can be arranged.
- 9.7.5 If the Purchaser is in delay in taking delivery of the Service Item, the Company is entitled to charge the Purchaser for storage at its plant. At the Company's discretion, the Service Item may also be stored elsewhere. The costs and risk of storage shall be borne by the Purchaser.

## INTELLECTUAL PROPERTY AND DESIGN RIGHTS

- 10.1 All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by the Purchaser) shall be owned by the Company.
- 10.2 The Company grants to the Purchaser, or shall procure the direct grant to the Purchaser of, a fully paid up, worldwide, non-exclusive, royalty-free licence to use such intellectual property for the purpose of receiving and using the Services. The Company reserves the right to use to continue to use, or to grant additional rights of use to, any of the Services it provided as part of the creation process for its own business purposes, including services to third parties.



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- 10.3 The Purchaser shall further warrant that any of its designs or specifications do not infringe any confidential information, patent registered design, trade mark, copyright or other intellectual property rights.
- 10.4 No variation undertaken by the Company to any design or specification provided by the Purchaser under the Contract shall constitute a breach of Contract.

## LIMITATION OF LIABILITY

- 11.1 Nothing contained in this Clause 11 shall limit or restrict the Company's liability for death or personal injury caused as a result of the Company's negligence, nor does the Company limit or restrict its liability for fraudulent misrepresentation.
- 11.2 Under no circumstances whatsoever shall the Company be liable for losses special to the particular circumstances of the Purchaser, including without limitation loss of any profits, loss of business or turnover, corruption of software, all consequential loss, liability to third parties, indirect loss, damage to property and/or wasted expenditure.
- 11.3 Without prejudice to the other provisions of this Clause 11, the Company's liability, whether in respect of one claim or the aggregate of various claims, shall not exceed the Contract price of the Services.

## TERMINATION

- 12.1 The Company shall be entitled forthwith to terminate any Contract between it and the Purchaser by written notice if:
- 12.1.1 the Purchaser fails to pay any invoice in accordance with these Conditions;
- 12.1.2 the Purchaser commits any continuing or material breach of these Conditions;
- 12.1.3 the Purchaser makes any composition with its creditors or suffers any distress or execution to be levied upon its assets or is wound up either compulsorily or voluntarily or suffers a receiver of any of its assets to be appointed or otherwise ceases or threatens to cease to carry on business; or
- 12.1.4 the Purchaser's financial position deteriorates to such an extent that in the Company's opinion the Purchaser's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.2 If for any reason the completion of the Contract or the delivery of the Services is in the Company's view rendered impracticable the Company may terminate the Contract by written notice to that effect. Thereupon the Purchaser will pay to the Company such proportionate sum under the Contract of any Services delivered prior to such notice.
- 12.3 On termination of the Contract the Purchaser shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Purchaser immediately on receipt.

## DATA PROTECTION

- 13.1 For the purposes of this Clause 13, the following definitions shall be used:
- 13.1.1 "Data Protection Legislation" means (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018; and



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- 13.1.2 “GDPR” means the General Data Protection Regulation ((EU) 2016/679).
- 13.2 Both parties will comply with all applicable requirements of the Data Protection Legislation.
- 13.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Purchaser is the data controller and the Company is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 13.4 The scope, nature and purpose of processing by the Company, the duration of the processing and the types of Personal Data and categories of Data Subject (both as defined in the Data Protection Legislation) are set out in the Company’s Data Privacy & Cookies Policy (as amended from time to time); a copy of which is available on the Company’s website ([www.sew-eurodrive.co.uk/meta-pages/data\\_protection\\_information.html](http://www.sew-eurodrive.co.uk/meta-pages/data_protection_information.html)).
- 13.5 Without prejudice to the generality of Clause 13.1, the Purchaser will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Company for the duration and purposes of the Contract.
- 13.6 Without prejudice to the generality of Clause 13.1, the Company shall, in relation to any Personal Data processed in connection with the performance by the Company of its obligations under the Contract:
- 13.6.1 process that Personal Data only on the written instructions of the Purchaser unless the Company is otherwise required to process the Personal Data by Data Protection Legislation;
- 13.6.2 ensure that it has in place appropriate technical and organisational measures to protect against:
- 13.6.2.1 unauthorised or unlawful processing of Personal Data; and
- 13.6.2.2 accidental loss or destruction of, or damage to, Personal Data,
- appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected;
- 13.6.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 13.6.4 not transfer any Personal Data outside of the European Economic Area unless:
- 13.6.4.1 the Purchaser or the Company has provided appropriate safeguards in relation to the transfer;
- 13.6.4.2 the data subject has enforceable rights and effective legal remedies;
- 13.6.4.3 the Company complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- 13.6.4.4 the Company complies with reasonable instructions notified to it in advance by the Purchaser with respect to the processing of the Personal Data; and
- 13.6.4.5 at the written direction of the Purchaser, delete or return Personal Data and copies thereof to the Purchaser on termination of the Contract unless required by the Data Protection Legislation to store the Personal Data.
- 13.7 The Purchaser consents to the Company appointing third party processors of Personal Data under the Contract. The Company confirms that it has entered or (as the case may be) will enter such third party processors into a written agreement substantially on that third party’s standard terms of business or otherwise incorporating terms which are substantially similar to those set out in this Clause 13.

**Registered Office**

SEW Eurodrive Ltd  
DeVilliers Way  
Trident Park  
Normanton  
West Yorkshire  
WF6 1GX

Telephone 01924 893855  
Fax 01924 893702  
24hr 01924 896911  
[www.sew-eurodrive.co.uk](http://www.sew-eurodrive.co.uk)  
[info@sew-eurodrive.co.uk](mailto:info@sew-eurodrive.co.uk)

**Regional Sales Office**

Southern Office  
Scottish Office  
Midlands Office

Telephone 01189 701699 Fax 01189 701021  
Telephone 01786 478730  
Telephone 01527 877319 Fax 01527 575245

**Bank Account / Registration / Directors**

HSBC, 66 Westgate, Wakefield, West Yorkshire  
GBP Account No: 81005189 Sort Code: 40-45-11  
EURO Account No: 39120556 Sort Code: 40-05-15  
VAT Registration No: 170-9086-56 Registered in England: 947360  
Directors: J. Blicke (Chairman) M. Holmes (Managing)



- 13.8 As between the Purchaser and the Company, the Company shall remain fully liable for all acts or omissions of any third party processor appointed by it pursuant to this Clause 13.
- 13.9 The Company will promptly provide details of any third-party processors involved in the processing of the Purchaser's Personal Data from time to time on written request.

## FORCE MAJEURE

The Company shall not be liable for failure to deliver or delay in the delivery of the Services for any reason whatsoever outside the reasonable control of the Company, (including, without limitation, strikes, riots, lock-outs or other industrial action, war, government requisitions of any kind, suspension or loss of means of transport, non-availability to the Company of supplies, legislation or regulations of any kind or Act of God). Any such failure or delay shall not affect the obligation of the Purchaser to pay for the Services already delivered.

## SET OFF AND COUNTERCLAIM

The Purchaser shall not be entitled to withhold payment of any invoice by reason of any right of set-off or counterclaim which the Purchaser may have or allege to have or for any reason whatsoever.

## NOTICES

Any notice required to be served pursuant to this Contract shall be served on the Company at DeVilliers Way, Trident Park, Normanton, West Yorkshire, WF6 1GX or such other address as the Company may from time to time notify to the Purchaser and on the Purchaser at the address notified to the Company by first class registered post, registered air mail or by telex or facsimile. (Any such notice shall be deemed to have been served in the case of a destination in the UK two days after the date of despatch and seven days after the date of despatch to any other destination and in the case of despatch by telex or facsimile when the addressee's telex or fax machine acknowledges receipt thereof).

## SEVERANCE

Any provision or term of these Conditions which is or may be void or unenforceable shall to the extent of such invalidity be deemed severable and shall not affect any other provision or term hereof.

## WAIVER

Failure by the Company at any time to enforce any of these Conditions shall not be construed as a waiver by the Company of such Conditions or any other Conditions and the Company shall be entitled to enforce any such breach at any time. Waiver of one or more of these Conditions by the Company shall in no way affect the validity and/or enforceability of any other Condition herein.

## ASSIGNMENT

The Purchaser may not assign, sub-contract or in any way dispose of its rights or obligations under the Contract without the prior written consent of the Company.

## PRIVITY OF CONTRACT

This Contract is intended and agreed to be for the benefit solely of the parties hereto and their lawful successors and permitted assigns and is not intended to create any right enforceable by any other person.



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## EXPORT CONTROL AND COMPLIANCE

- (1) The Parties [SEW and the Other-Party] acknowledge that the supply and/or service or parts thereof, in particular the export and transit of goods, the transfer of technology, trade and brokering, technical support or the provision of economic resources may be subject to EU-, German-, US- or other country-specific export control laws and regulations (e.g. restrictions against countries, persons, use et al.) and financial sanctions (afterwards named as Export Control Regulations).
- (2) The Parties shall comply with all applicable Export Control Regulations. This includes in particular any regulations of the country of destination. The Parties acknowledge that the supply and/or service affected by such Export Control Regulations can be subject to authorization or may be prohibited. In the event that any applicable Export Control Regulation would prevent SEW or the [Other-Party] not only temporarily from complying with this Agreement, then each Party shall have the right to cancel the affected supply and/or service or the Agreement in whole or in part.
- (3) Delays caused by licensing procedures by competent export control authorities shall extend the time of performance accordingly; this applies in particular to delivery times.
- (4) Any claims for compensation in connection with the refusal or delay of an application with respect to Export Control Regulations are excluded, unless they concern damages from the injury of life, body or health or unless the damage was caused intentionally or gross negligently by any Party.
- (5) The Parties undertake to cooperate in any authorisation/licensing procedures. Upon request, each Party shall immediately provide relevant information/documents (e.g. end-use certificates) that are required in the application process to the other Party.

## LAW AND JURISDICTION

The Contract shall be governed and interpreted according to the laws of England and shall be subject to the jurisdiction of the English courts. Nothing in this clause shall limit the right of the Company at its sole discretion to bring proceedings in connection with this Contract in any other Court of competent jurisdiction.



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