

**SCOTT BADER (SHANGHAI) TRADING COMPANY LIMITED (China 913100006643879063) "Seller"**

**TERMS AND CONDITIONS OF SALE**

All orders placed by the Buyer shall be governed exclusively by the terms and conditions set forth in this Agreement. No other terms, conditions, or provisions, whether contained in any purchase order, confirmation, or other communication from the Buyer, shall apply or take precedence, regardless of whether such documents are acknowledged or accepted by the Seller or implied by trade, custom, practice or course of dealing. These terms shall prevail over any conflicting, additional, or different terms proposed by the Buyer.

**1. Definitions**

**Applicable Law:** means all laws, statutes, regulations, ordinances, rules, codes, treaties, directives, orders, judgments, decrees, and other legal requirements of any governmental or regulatory authority that are applicable to the parties, this Agreement, or the performance of their respective obligations under it, in any jurisdiction.

**Branded Goods:** Goods produced under branding or specifications provided by the Buyer and in which the Buyer owns or controls certain Intellectual Property rights including but not limited to trademarks, designs, or other Intellectual Property supplied or owned or licensed by the Buyer.

**Buyer:** The entity placing an order for Goods.

**Contract:** The agreement for the sale and purchase of Goods.

**Delivery:** means when the Seller has made the Products available to the Buyer at the place / location address or with the carrier agreed upon in accordance with the Incoterms (as defined in the Incoterms in force on the date the Contract is concluded) set out in the Contract and "Delivered" and "Deliver" shall be construed accordingly.

**Delivery Point:** The address for delivery of the Goods as described on the Buyer's order form, or any other address as may be agreed in writing between the parties.

**Delivery Time:** The date and time quoted or agreed to by the Seller, that the Goods shall be delivered to the Delivery Point.

**Description:** The description of the Goods as set out in the Seller's Certificate of Analysis.

**Goods:** All goods sold pursuant to these conditions, whether raw materials, processed materials or fabricated products, including Branded Goods.

**Intellectual Property:** means any patent, rights to inventions, utility model, registered design, copyright and related right, database right, design right, topography right, trade mark, service mark, trade, business and domain name, right in goodwill or to sue for passing off, unfair competition right, right in computer software, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection whatsoever in any part of the world.

**Price:** The price for the Goods as set out in condition 3.

**2. Basis of Sale**

**2.1** The Seller shall sell and the Buyer shall purchase the Goods in accordance with any order of the Buyer which is accepted in writing by the Seller, subject to these conditions which shall govern the Contract to the exclusion of any other conditions. No variation of the terms of these conditions shall be binding upon the Seller unless made in writing and signed by an authorised representative of the Seller.

**2.2** The Buyer must verify the completeness and accuracy of the order confirmation and notify any discrepancies as soon as possible and within twenty four hours.

**2.3** The Buyer may not cancel, postpone or vary an order other than with the express written consent of the Seller. The Seller may cancel the Order at any time prior to Delivery.

**2.4** The Products are sold for business and industrial use only, and are not intended for consumer or household use.

**2.5** Any advice rendered by the Seller is given to the best of the Seller's knowledge. Any advice and information with respect to suitability and application of the Goods shall not relieve Buyer from undertaking his own investigations and tests; they do not constitute an agreement regarding contractual properties or

conditions or a specific suitability for use of the goods.

**3. Prices and Payment**

**3.1** The price of the Goods shall be the price listed in the Seller's price list current at the date of acceptance of the order, or as otherwise agreed in writing between the Parties.

**3.2** All prices quoted by the Seller are based on the full quantities specified by the Buyer and the Seller reserves the right to revise prices in the event of quantities being amended for any reason.

**3.3** The Seller reserves the right by giving notice to the Buyer at any time to increase the Price of the Goods at any time prior to Delivery to reflect any increase in the cost to the Seller which is due to any factor beyond its control including, but without limitation, any alteration of duties, increases in the costs of labour, materials or other costs of manufacture, changes in Description, changes in Delivery dates, quantities or specifications for the goods requested by the Buyer, changes to the normal route of or of the costs of carriage and transit, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

**3.4** The Buyer shall have the right to cancel any unfulfilled order to which a material price variation as stated in clause 3.3 applies, by giving written notice to the Seller within forty-eight (48) hours of being notified of such variation, or prior to the actual Delivery of the Goods, whichever occurs first. For the purposes of this clause, a material price variation means an increase of more than 10% of the original agreed price.

**3.5** The Price shall be exclusive of any applicable sales tax (or locally applicable equivalent tax, such as value-added tax).

**3.6** The Buyer shall pay the Price for the Goods by electronic transfer into the Seller's specified account on the date specified in the Seller's order acceptance form, or if no date is specified, within thirty days of the invoice date. In either case, such payment shall be made without any other deduction by way of set off, counterclaim, abatement or otherwise and notwithstanding that Delivery may not have taken place and/or that the property in the Goods has not passed to the Buyer. No payment shall be deemed to have been received until the Seller has received cleared funds. Time of payment of the Price shall be of the essence of the Contract.

**3.7** The Seller reserves the right to set a credit limit and require guarantees or advance payment.

**3.8** Interest rate of four times the applicable one-year LPR published by the People's Bank of China at the time the Contract is concluded shall be payable by the Buyer to the Seller from the date on which payment became due until the date of payment of the relevant outstanding balance.

**3.9** Failure to pay on the payment due date may result in the suspension of further deliveries without any liability of the Seller.

**4. Defective Delivery**

**4.1** The quantity of any consignment of Goods as recorded by the Seller upon despatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer on Delivery unless the Buyer can provide conclusive evidence proving the contrary.

**4.2** Seller may Deliver an excess or deficiency of up to 10% without any liability whatsoever, save that the invoice value shall be adjusted accordingly so that Buyer only pays for the actual quantity dispatched.

**4.3** In addition to 4.2, the Seller shall not be liable for any non-delivery of Goods (even if caused by the Seller's negligence) unless written notice is given to the Seller within 14 days of the Delivery Time.

**4.4** Any liability of the Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a pro rata credit note against any invoice raised for such Goods at the applicable Price.

**5. Delivery**

**5.1** Unless otherwise agreed in writing, Delivery shall be made in accordance with the Incoterms 2020, as published by the International Chamber of Commerce.

**5.2** The parties may agree on any Incoterm rule (e.g. EXW, FCA, FAS, DAP, DDP) suitable to the transaction, and the selected term shall determine the point at which risk and responsibility for the Goods passes from the Seller to the Buyer.

**5.3** The applicable Incoterm shall be specified in the Seller's order confirmation.

**5.4 The Delivery Time is estimated and cannot be guaranteed. Time for Delivery shall not be of the essence and the Seller shall not be liable for any failure to meet any Delivery Time (even if caused by the Seller's negligence) nor shall it be liable for any consequential loss arising therefrom however caused.**

**5.5** If for any reason the Buyer will not accept Delivery of any of the Goods when they are ready for Delivery, or the Seller is unable to Deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

**5.5.1** Risk in the Goods will pass to the Buyer (including for loss or damage caused by the Seller's negligence);

**5.5.2** The Goods will be deemed to have been Delivered; and

**5.5.3** The Seller may store the Goods until Delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance).

**5.6** The Seller may make the Goods available in instalments and each instalment shall be treated as a separate Contract so that failure to Deliver or defect in one or more instalment shall not entitle the Buyer to reject the other instalments or treat the Contract as a whole as repudiated.

## **6. Packaging**

Disposal of any packaging shall be the responsibility of the Buyer. The Seller reserves the right to make an additional charge for any packaging specified as returnable and which is not so returned to the Seller within thirty days of Delivery to the Buyer. The Buyer shall pay such additional charge within the period specified by the Seller from time to time.

## **7. Warranties**

**7.1** The Seller warrants that the Goods shall, at the time of Delivery, conform in all material respects to the Description and shall be free from material defects in materials and workmanship, provided that the storage and use of the Goods is in accordance with the Seller's instructions. Such warranty shall apply until the earlier of (i) six (6) months from the date of Delivery, or (ii) the expiry date stated on the product label or packaging.

**7.2** The warranties contained in condition 7.1 are given subject to the following conditions:

**7.2.1** The Buyer gives written notice of the defect to the Seller, within 14 days of the time when the Buyer discovers or ought to have discovered the defect; and

**7.2.2** After receiving the notice, the Seller is given a reasonable opportunity to examine the Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Buyer's expense for the examination to take place there.

**7.3** The Seller shall not be liable to the Buyer for a breach of any of the warranties above or otherwise if:

**7.3.1** The Buyer makes any further use of such Goods after giving such notice; or

**7.3.2** the relevant defect was caused by damage in transit after Delivery; or

**7.3.3** the relevant defect arises from wilful damage or negligence of the Buyer, its employees, agents or sub-contractors ("Representatives"), or

**7.3.4** the relevant defect was caused or exacerbated by the Buyer's, or its Representatives', improper use, handling, alteration, commissioning, maintenance, storage or failure to comply with instructions provided with, or given by the Seller in relation to the Goods or (if there are none) good industry practice, or

**7.3.5** The Buyer alters or repairs such Goods without the written consent of the Seller.

**7.4** Subject to conditions 7.2 and 7.3, if any of the Goods do not conform with any of the warranties in condition 7.1 the Seller shall at its option replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Seller so requests, the Buyer shall, at its own expense and in accordance with the product instructions including relating to storage and transport, return the Goods or the part of such Goods which is defective to the Seller.

**7.5** If the Seller complies with condition 7.4 it shall have no further liability for a breach of any of the warranties in condition 7.1 in

respect of such Goods. All descriptions, illustration and data contained in any catalogues, price lists and / or other advertising or promotional material are intended by the Seller only to present a general view of the Goods described therein and none of such specifications, drawings, dimensions, weights, descriptions, illustrations or data shall form part of the Contract, unless agreed in writing between the Seller and the Buyer.

**7.6 EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN CONDITION 7.1, THE GOODS AND SERVICES ARE PROVIDED "AS IS" AND SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND OTHER TERMS, EXPRESS OR IMPLIED BY LAW, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, (WHETHER AS TO QUALITY, MERCHANTABILITY, DESCRIPTION, FITNESS FOR PURPOSE OR OTHERWISE).**

**7.7** The Buyer acknowledges that it has not relied on any statement, promise or representation made or given on behalf of the Seller which is not expressly set out in the Contract. The Buyer is solely responsible for determining the suitability of the Goods for its intended purpose and ensuring appropriate handling, storage and use.

**7.8 The remedies set out in this condition 7 shall be the sole and exhaustive remedies of the Buyer in respect of any defective or expired Goods. All warranties, conditions and other terms implied by law (whether as to quality, merchantability, description and fitness for purpose or otherwise) are excluded.**

## **8. Indemnity and Limitation of Liability**

**8.1** Subject to 8.3, the Seller's maximum aggregate liability arising out of or in connection with the Contract, whether in contract, tort (including negligence and breach of statutory duty), misrepresentation, under statute or otherwise, shall be limited to an aggregate of 100% of the Price paid for the Goods giving rise to the claim or claims.

**8.2** Subject to 8.3, the Seller shall not be liable to the Buyer (whether in contract, tort (including negligence and breach of statutory duty), misrepresentation, under statute or otherwise) for any:

(a) loss of profit;

(b) loss of revenue, loss of production or loss of business; or

(c) loss of goodwill, loss of reputation or loss of opportunity; or

(d) loss of anticipated savings or loss of margin; or

(e) wasted management, operational or other time; or

(f) claims brought by third parties against the Buyer from use of the Goods;

In each of the above cases whether direct or indirect, or for any indirect, special, punitive, incidental, exemplary or consequential losses or damages of any kind, which arise out of or in connection with the Contract, and even if the Seller is aware of or notified of the possibility of such losses, liability or damages.

**8.3** nothing in this condition 8 shall operate to exclude any implied condition concerning the Seller's title in and the right to sell the goods or to exclude or limit any liability on the part of the Seller for damages in respect of personal injury or death resulting from its negligence or for fraudulent misrepresentation.

**8.4** Buyer will indemnify, defend and hold harmless in full and on demand Seller and its affiliates and each of their officers, directors, employees and agents and successors and assigns (collectively, "Seller Indemnitees") against all liabilities, damages, losses (including economic loss such as loss of profit, loss of future revenue, loss of reputation and/or goodwill and loss of anticipated savings), claims, costs and expenses (including reasonable legal (on a full indemnity basis) and other professional advisers' fees), suffered or incurred by any of the Seller Indemnitees arising out of or in connection with or relating to:

**8.4.1** any acts or omissions of Buyer in connection with the use or application of the Goods and/or Services or otherwise;

**8.4.2** any injury, disease or death of persons or damage to property or the environment arising out of or in connection with (i) the loading, unloading, storage, handling, purchase, use, sale or disposal of the Goods or (ii) any failure to disseminate site health and safety information;

**8.4.3** Buyer's violation of any of its obligations under the Contract (including these terms and conditions); and

**8.4.4** any infringement by Buyer of Seller's Intellectual Property rights.

These indemnification obligations shall apply notwithstanding any actual or alleged Defect or hazard inherent in the Goods and/or Services or the negligence of Seller, its employees, agents, affiliates, vendors or subcontractors.

**8.5** Buyer acknowledges that it is familiar with the Goods and has been adequately warned by Seller of the risks associated with handling, transporting, using, storing and disposing of the Goods, including those set out in the technical data sheet and packaging. Buyer further accepts its independent knowledge of such risks which are acknowledged and understood in Buyer's industry and assumes all risks and responsibility for the handling or use of the Goods in any way and in combination with other substances.

## **9. Risk/Title**

**9.1** Risk of loss or damage to the Goods shall pass to the Buyer in accordance with the applicable Incoterm specified in the Seller's order confirmation. It is the Buyer's responsibility to obtain and maintain adequate insurance coverage from the point at which risk transfers. In the absence of a specified Incoterm, risk shall pass to the Buyer upon availability for collection at the Seller's premises, and the Buyer shall arrange insurance accordingly.

**9.2** Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of:

**9.2.1** The Goods; and

**9.2.2** All other sums which are or which become due to the Seller from the Buyer on any account.

**9.3** Until ownership of the Goods has passed to the Buyer, the Buyer must:

**9.3.1** Hold the Goods on a fiduciary basis as the Seller's bailee;

**9.3.2** Store the Goods (at no cost to the Seller) separately from all other goods of the Buyer or any third party in accordance with the Seller's storage instructions and in such a way that they remain readily identifiable as the Seller's property;

**9.3.3** Not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;

**9.3.4** Maintain the Goods in satisfactory condition insured on the Seller's behalf for their full price against all risks to the reasonable satisfaction of the Seller. On request the Buyer shall produce the policy of insurance to the Seller; and

**9.3.5** Hold the proceeds of the insurance referred to in condition 9.3.4 on trust for the Seller and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

**9.4** If any payment (or part thereof) due to the Seller is overdue, without prejudice to the Seller's other rights and remedies, the Seller may recover and/or resell the Goods and may enter upon the Buyer's premises by its servants or agents for such purposes. If any Goods are incorporated in, or used as material for other goods, so as to be practicably irrevocable ("the new goods"), ownership in the whole of the new goods shall vest and remain with the Seller and the Buyer in proportion to material for the new goods until all outstanding payments due to the Seller have been made or the new goods have been sold. Upon sale of new goods all monies owed by Buyer to Seller shall immediately become due and payable. A sum to the value of monies owed to the Seller shall be deducted from proceeds of any sale or disposition of the new goods and shall be: (a) held by the Buyer in a fiduciary capacity for the Seller and kept separate from other money or property of the Buyer or any third party; (b) in the case of cash, not be paid into an overdrawn bank account; and (c) at all times identifiable as the Seller's money or property.

**9.5** The Buyer's right to possession of the Goods shall terminate immediately if:

**9.5.1** The Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or

administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or

**9.5.2** The Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe/performance any of its obligations under the Contract or any other contract between the Seller and the Buyer, or is unable to pay its debts within the meaning under the Enterprise Bankruptcy Law of the People's Republic of China or the Buyer ceases to trade; or

**9.5.3** The Buyer encumbers or in any way charges any of the Goods.

**9.6** The Buyer acknowledges that the Seller is entitled to take possession of the Goods until such time as ownership is transferred in accordance with this clause 9.

**9.7** The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.

**9.8** The Buyer grants the Seller, its agents and employees an irrevocable licence at any time to enter any vehicles or premises where the Goods are or may be stored in order to inspect them, or where the Buyer's right to possession has terminated, to recover them.

**9.9** The Seller shall not be responsible for and the Buyer will indemnify the Seller against liability in respect of damage caused to such vehicles or premises in such inspection, repossession and removal being damage not reasonably practicable to avoid.

**9.10** If in connection with any indebtedness the Buyer pledges or otherwise encumbers any Goods for which the Seller has not received clear and full payment, then all monies owed by the Buyer to the Seller shall immediately become due and payable.

## **10. Default**

**10.1** If:

**10.1.1** Any sum (whether in respect of the Goods or otherwise howsoever) is not paid to the Seller by or on behalf of the Buyer on or before the date when it is due; or

**10.1.2** The Buyer, not being a company, applies for an interim order or proposes a voluntary arrangement with the Buyer's creditors under Part VIII of the Insolvency Act 1986 or does or fails to do anything which would entitle a petition for a bankruptcy order to be presented or:

**10.1.3** The Buyer, being a company, does or fails to do anything which would entitle any person to appoint a receiver of the whole or any part of the Buyer's assets or which would entitle any person to present a petition for an administration order or for the winding up of the Buyer; or

**10.1.4** The Buyer ceases, or threatens to cease, to carry on business; or

**10.1.5** The Seller reasonably believes that any of the events mentioned above, or any event that may have a substantially similar effect, is about to occur in relation to the Buyer and notifies the Buyer accordingly;

Then the Seller may (without prejudice to any of its other rights hereunder) suspend further performance of its obligations to the Buyer for such time (not exceeding six months) as the Seller shall in its absolute discretion determine or (whether or not notice of such suspension shall have been given) treat the Contract as wrongfully repudiated by the Buyer (without prejudice to the rights of the Seller in respect of such repudiation) and if the Goods have been Delivered but not paid for the price shall become immediately due and payable notwithstanding any other agreement or understanding to the contrary.

## **11. Compliance with laws**

**11.1** The Buyer shall comply with all Applicable Law including but not limited to those related to health and safety, environmental protection, employment, modern slavery, anti-bribery and corruption, export controls, sanctions laws, and data protection.

**11.2** The Buyer shall obtain and maintain all necessary licenses, permissions, consents, and permits needed to perform its obligations under the Contract.

**11.3** The Buyer shall comply with all applicable safety, transport, and use regulations, including the guidance provided by the Supplier.

**11.4** The Buyer shall handle, store, and dispose of Products in accordance with safety data sheets, Applicable Law and regulations and the guidance provided by the Seller.

## **12. Confidentiality and Data Protection**

**12.1** Buyer undertakes that it shall not at any time disclose to any person any confidential information concerning (i) the business, affairs, customers, clients or suppliers of Seller or any of its affiliates and (ii) the operations, processes, product information, recipes and formulae, know-how, designs, trade secrets of Seller or any of its affiliates ("Confidential Information"), except as permitted by Condition 12.2.

**12.2** Buyer may disclose Seller's Confidential Information:

**12.2.1** to its representatives who need to know such information for the purposes of carrying out Buyer's obligations under the Contract. Buyer shall ensure that its representatives to whom it discloses Confidential Information comply with this Condition 12; and

**12.2.2** as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

**12.3** Each party shall comply with the (i) General Data Protection Regulation ((EU) 2016/679) ("GDPR") together with any national implementing laws, regulations and secondary legislation (as amended or updated from time to time) in the EU and in the UK, including the UK Data Protection Act 2018 ("DPA"); (ii) the Personal Information Protection Law of the People's Republic of China ("PIPL"); (iii) any successor legislation to the GDPR and the DPA and the PIPL; and (iv) any other Applicable Law relating to data protection and/or privacy.

**12.4** More information about how Seller may use personal data of Buyer or of its representatives is available on the Scott Bader website.

## **13. Intellectual Property Rights**

**13.1** All Intellectual Property rights in the Goods and any related technology (whether registered or unregistered) belong to the Seller, except in respect of Branded Goods.

**13.2** Except as expressly provided in relation to Branded Goods, the Buyer acquires no rights, title, or interest in the Seller's Intellectual Property and shall not challenge, or assist any third party to challenge, the validity or ownership of those rights.

**13.3** In respect of Branded Goods, the Seller acknowledges that the Buyer retains ownership of its pre-existing Intellectual Property rights used in or applied to such Goods. The Seller shall not use, reproduce, or otherwise exploit the Buyer's Intellectual Property in Branded Goods except as necessary for the manufacture and supply of those Goods in accordance with this agreement.

**13.4** The Buyer warrants that it has all necessary rights, licences, and authority to use and permit the use of any Intellectual Property it provides in connection with Branded Goods, and that such use does not infringe the rights of any third party. The Buyer shall indemnify, defend, and hold harmless the Seller (and its officers, employees, and agents) from and against any and all claims, liabilities, losses, damages, costs, and expenses (including legal fees) arising out of or in connection with any actual or alleged infringement of third-party Intellectual Property rights relating to the Buyer's Intellectual Property used in Branded Goods.

**13.5** The Buyer assumes all risk of Intellectual Property infringement arising from any use it makes of the Goods (including Branded Goods). The Buyer shall not analyse, attempt to modify, reverse engineer, or otherwise seek to determine the structure or composition of any Goods without the prior written consent of the Seller.

## **14. Force Majeure**

**14.1** Neither party shall be liable for failure to fulfil its obligations under this Contract if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, but not limited to, natural disasters, war or national emergency or security issues, acts of terrorism, riot, civil commotion, fire, explosion, flood, epidemic, imposition of sanctions, embargoes, or other government restrictions, supply chain disruptions outside the reasonable control of the affected party, including shortages of raw materials, transportation delays,

or labour strikes, lock-outs etc. ("Force Majeure"). In such circumstances the Seller reserves the right to defer the date of Delivery, and/or to cancel the Contract, or reduce the volume of the Goods. If the event in question continues for a continuous period in excess of 28 days, the unaffected party shall be entitled to give written notice to terminate the Contract.

**14.2** Costs arising from Force Majeure circumstances shall be borne by the party incurring such costs.

## **15. General**

**15.1** This Contract shall be governed by and construed in accordance with the laws of the People's Republic of China. Any dispute arising out of or in connection with this Contract shall be submitted to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Shanghai, in accordance with its arbitration rules in force at the time of submission. The arbitral award shall be final and binding on both parties. The language of arbitration shall be English.

**15.2** Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates to the English legal term in that jurisdiction.

**15.3** The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods if the delay or failure was due to any cause beyond its reasonable control, including but not limited to strikes, lockouts, industrial disputes, acts of God, war, riot, civil commotion, pandemics, malicious damage, compliance with laws or governmental orders, cyber-attacks, supplier insolvency, shortages of raw materials and significant supply chain disruptions.

**15.4** No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from these terms and condition or any Order Confirmation by the Seller shall operate or be construed as a waiver, nor shall any single or partial exercise of any right, remedy, or privilege hereunder preclude any other exercise or any additional right, remedy, or privilege of the Seller.

**15.5** The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any representation, misrepresentation or statement (whether made by the other party or any other person) which is not expressly set out in the Contract.

**15.6** If any term or provision of these terms and conditions or of any Order Confirmation is rendered invalid, void or unenforceable for whatever reason, such invalidity, illegality or unenforceability shall not affect any other term or provision and the remaining terms and provisions shall remain in full force. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify the relevant term or provision so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner.

**15.7** Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.