

RICOMAN LIMITED

General Conditions of Sale

Version April 2026 | England & Wales | B2B

1. Definitions and Interpretation

In these Conditions:

"Buyer" means the person, firm or company who purchases or has agreed to purchase the Goods from the Company;

"Company" means Ricoman Limited (registered in England & Wales) and includes its successors and assigns;

"Conditions" means these General Conditions of Sale and any special terms agreed in writing by an authorised signatory of the Company;

"Consumer" means has the meaning given by section 2(3) of the Consumer Rights Act 2015;

"Contract" means any contract for the sale of Goods by the Company to the Buyer incorporating these Conditions;

"Force Majeure Event" means has the meaning set out in Clause 24;

"Goods" means any luminaires, lighting products, control gear, accessories, components, services, software or related items supplied or to be supplied by the Company under the Contract;

"Insolvency Event" means has the meaning set out in Clause 25;

"Order" means the Buyer's order for the Goods, however communicated;

"Price" means the price payable by the Buyer for the Goods, exclusive of VAT and any duties;

"Working Day" means any day other than a Saturday, Sunday or English public holiday.

References to statutes include any subsequent re-enactment or amendment. Headings are for convenience only. The singular includes the plural and vice versa.

2. Basis of Contract / Acceptance

2.1 These Conditions apply to and are incorporated in every Contract for the sale of Goods by the Company to the exclusion of any terms or conditions which the Buyer purports to apply (whether on the Buyer's order, acknowledgement, specification, website portal, course of dealing or otherwise). No conduct by the Company shall be deemed to constitute acceptance of the Buyer's terms.

2.2 An Order constitutes an offer by the Buyer to purchase the Goods on these Conditions. The Order shall only be deemed accepted when the Company issues a written acknowledgement of order or (if earlier) the Company despatches the Goods, at which point the Contract comes into existence.

2.3 Quotations are valid for thirty (30) days from issue and are not capable of acceptance after that date unless extended in writing by the Company. The Company may withdraw or revise a quotation at any time before acceptance.

2.4 The Buyer is responsible for ensuring that the terms of the Order, the specification of the Goods and any technical information supplied by the Buyer are complete and accurate. The Company shall not be liable for any error or omission in such information.

2.5 Any samples, drawings, descriptive matter, lumen outputs, photometric data or advertising issued by the Company are issued or published for the sole purpose of giving an approximate idea of the Goods. They shall not form part of the Contract or have any contractual force.

3. Orders and Cancellation

3.1 No Order accepted by the Company may be cancelled, varied or suspended by the Buyer except with the Company's prior written consent and on terms that the Buyer indemnifies the Company in full against all loss (including loss of profit), costs (including the cost of all labour, materials, sub-contract work and access equipment used or committed), damages, charges and expenses incurred by the Company as a result.

3.2 Goods which are made, modified, configured, stocked, imported or procured to the Buyer's specification or selection (including, without limitation, bespoke colour temperatures, optics, finishes, emergency packs, DALI/Casambi addresses, special lengths, customer-specific labelling, or any non-standard SKU) ("Bespoke Goods") are strictly non-cancellable, non-returnable and non-refundable. The Buyer shall be liable to pay the full Price for any Bespoke Goods on order at the date of any purported cancellation.

3.3 The Company reserves the right at any time before despatch to refuse any Order, in whole or in part, where (a) the Goods are unavailable; (b) there is a manifest error in pricing; (c) the Buyer has exceeded its credit limit; or (d) the Company has reasonable concerns regarding the Buyer's ability to perform its obligations.

4. Price

4.1 The Price for the Goods is the Company's list price at the date of despatch, unless otherwise agreed in writing.

4.2 All prices are exclusive of VAT (which the Buyer shall additionally pay at the prevailing rate), exclusive of carriage and packing (where chargeable), and exclusive of any import or customs duties.

4.3 The Company may at any time before despatch increase the Price to reflect any increase in cost to the Company arising from: (a) changes in raw material, component, energy or labour costs; (b) changes in foreign exchange rates; (c) imposition of taxes, duties, tariffs, or anti-dumping levies; (d) changes in the Buyer's requested specification or delivery date; or (e) any delay caused by the Buyer's instructions or the Buyer's failure to give the Company adequate information or instructions. Where any such increase exceeds five per cent (5%) of the original Price, the Buyer may, by written notice given within five (5) Working Days, cancel the affected portion of the Order without penalty (other than payment for work already done or Bespoke Goods already in production).

5. Payment

5.1 Unless otherwise agreed in writing, payment in full and in cleared funds shall be made by the Buyer no later than thirty (30) days from the date of the Company's invoice ("Due Date"), without any deduction, set-off, counterclaim or withholding whatsoever.

5.2 Time for payment is of the essence of the Contract.

5.3 If the Buyer fails to make any payment by the Due Date the Company may, without prejudice to any other right or remedy: (a) suspend further deliveries under any Contract with the Buyer; (b) charge interest (both before and after any judgment) on the unpaid sum at the rate of four per cent (4%) per annum above the Bank of England base rate from time to time, accruing daily and compounded monthly, until payment is received in full; (c) in the alternative and at the Company's sole discretion, claim interest, statutory compensation and reasonable costs of recovery under the Late Payment of Commercial Debts (Interest) Act 1998; (d) appropriate any payment received from the Buyer to such of the Goods (or any Goods supplied under any other Contract with the Buyer) as the Company thinks fit, irrespective of any purported appropriation by the Buyer; and (e) require the Buyer to pay on demand all costs (including legal fees on an indemnity basis), debt collection charges and disbursements incurred by the Company in recovering the unpaid sum.

5.4 The Buyer shall not be entitled to set off, counterclaim, deduct, abate, withhold or apply any cross-claim against the Price or any other sum payable to the Company. This is a material term of the Contract.

5.5 The Company may at any time, by written notice, require payment in advance, payment by letter of credit, or the provision of bank or parent-company guarantees as security for any Contract.

6. Credit

6.1 Any credit account opened with the Company is opened at the Company's discretion and may be reduced, suspended or withdrawn by the Company at any time without notice. The Buyer shall not place an Order for an amount which would exceed its credit limit and the Company may decline any such Order.

6.2 The Buyer authorises the Company to obtain references from banks, trade referees and credit reference agencies for the purposes of assessing or reviewing credit.

7. Delivery

7.1 Unless otherwise agreed in writing, delivery is on a Carriage Paid (CPT — Incoterms® 2020) basis to a single address within mainland Great Britain on Orders exceeding the Company's minimum order value from time to time.

7.2 Any date or period quoted for delivery is an estimate only. Time for delivery is not of the essence and the Company shall not be liable for any delay in delivery however caused.

7.3 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate Contract. Failure by the Company to deliver any one or more of the instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

7.4 If the Buyer fails to take delivery of the Goods or fails to give adequate delivery instructions then, without prejudice to any other right or remedy: (a) risk in the Goods shall pass to the Buyer at the time when the Company tendered delivery; (b) the Goods shall be deemed delivered; (c) the Company may store the Goods until actual delivery and the Buyer shall be liable for all related costs (storage, handling, insurance, double-handling, re-delivery); and (d) if the Buyer has not taken delivery within fourteen (14) days, the Company may resell or dispose of the Goods and account to the Buyer only for the excess (if any) over the Price after deducting all costs of storage and resale.

8. Damage in Transit and Short Delivery

8.1 The Buyer shall examine the Goods immediately on delivery. The Buyer shall give written notice to the Company and to the carrier of: (a) any visible damage in transit, short delivery, or incorrect Goods, within three (3) Working Days of delivery; and (b) any non-delivery of Goods invoiced as despatched, within three (3) Working Days of the date of the Company's invoice.

8.2 Any signature given on a clean delivery note shall be prima facie evidence of the absence of any visible damage or shortage at the time of delivery.

8.3 If the Buyer fails to give notice in accordance with this Clause 8, the Goods shall be conclusively presumed to have been delivered in good order and condition and in accordance with the Contract.

9. Risk and Title

9.1 Risk in the Goods shall pass to the Buyer on delivery (or on tender of delivery if the Buyer wrongfully fails to take delivery, see Clause 7.4).

9.2 Notwithstanding delivery and the passing of risk, legal and beneficial title in the Goods shall not pass to the Buyer until the Company has received in cleared funds payment in full of: (a) the Price for the Goods; and (b) all other sums which are or which become due to the Company from the Buyer on any account whatsoever, whether under the Contract or any other contract.

9.3 Until title has passed to the Buyer, the Buyer shall: (a) hold the Goods on a fiduciary basis as the Company's bailee; (b) store the Goods (at no cost to the Company) separately from all other goods so that they remain readily identifiable as the Company's property; (c) not destroy, deface or obscure any identifying mark or packaging on the Goods; (d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks; (e) hold the proceeds of insurance on trust for the Company and not mix them with any other money, nor pay them into an overdrawn bank account; (f) not pledge, charge or in any way encumber any of the Goods which remain the property of the Company; and (g) give the Company such information relating to the Goods as the Company may from time to time require.

9.4 The Buyer may resell the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment in full, on the basis that: (a) any sale shall be effected by the Buyer in its own name and as principal, but on the Company's behalf as fiduciary; (b) the entire proceeds of any such sale shall be held on trust for the Company, kept separate from any other monies of the Buyer, and shall not be paid into an overdrawn bank account; (c) the Buyer hereby assigns to the Company by way of present assignment all of its rights to receive payment from the sub-buyer in respect of the Goods; (d) until payment is received in full, the Buyer shall account to the Company for the proceeds on demand.

9.5 If before title passes to the Buyer the Buyer becomes subject to an Insolvency Event or fails to make any payment when due, then, without limiting any other right or remedy: (a) the Buyer's right to resell or use the Goods in the ordinary course of its business shall cease immediately; and (b) the Company may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter (the Buyer hereby grants an irrevocable licence to enter) any premises of the Buyer or any third party where the Goods are stored to recover them.

10. Warranty of Seller

10.1 The Company and the Buyer shall be regarded as having received no representation made by or on behalf of either of them before the Contract was entered into which induced it to enter into the Contract, other than written representations signed by or on behalf of the Buyer or, in the case of the Company, signed by a Director. Nothing in this Clause shall exclude any liability which one party would otherwise have to the other in respect of any statements made fraudulently.

10.2 Unless otherwise specified and confirmed in writing by the Company (in its discretion) and subject to the Buyer producing proof of purchase of the Goods, the Company warrants (on the detailed terms of its product guarantee available through the Company's website or the support team and subject to the exclusions therein) that the Goods will be free from manufacturing faults for the number of years specified on the relevant warranty from the date of delivery of the Goods to the Buyer, provided the Goods are properly used for their intended purpose in accordance with the Company's applicable written operating instructions and provided that any such non-conformity is notified to the Company within a period of two (2) months from the date on which the lack of conformity is detected.

10.3 The Company warrants that it has a right to sell the Goods and that the Goods are free from any charge or encumbrance unknown to the Buyer.

10.4 Subject to Clause 11 (Limitation of Liability), the Company at its choice will replace, repair, rectify or take back Goods which do not comply with the warranty set out in Clause 10.2 above or refund or credit the Buyer with the price of the Goods concerned BUT ONLY IF:

10.4.1 any defect appears within the guarantee period and is notified in writing to the Company with full details within the guarantee period or seven (7) days after its expiry and in any event promptly after noticing the defect;

10.4.2 the Company is allowed and is afforded facilities to test the Goods and is satisfied that defects have not arisen after delivery or as a result of misuse;

10.4.3 the defect does not arise from fair wear and tear or acts of the Buyer or its customer including without limitation, wilful damage, negligence, lack of proper maintenance or servicing, failure to follow the Company's instructions (whether oral or in writing), misuse, alteration or repair of the Goods without the Company's approval, or installation by a non-qualified electrician or otherwise in breach of the Wiring Regulations (BS 7671);

10.4.4 the Buyer can produce proof of purchase of the Goods to the Company; and

10.4.5 the Goods have been operated within their published environmental and electrical tolerances (including ambient temperature, burning hours and supply-voltage limits) as set out in the relevant product datasheet.

10.5 Where any of the Goods (or any component, including drivers, control gear, lamps, batteries and emergency packs) are supplied to the Company by a third-party manufacturer, the Company's obligations to the Buyer shall not exceed those owed to the Company by the relevant supplier or manufacturer, and the Company shall pass on the benefit of any such manufacturer's warranty to the Buyer to the extent it is permitted to do so.

10.6 The Company's liability for any successful warranty claim is limited to the remedies set out in Clause 10.4. In particular and without limitation, the Company shall not be liable for, and the warranty does not cover, any costs of removal, re-installation, de-commissioning, re-commissioning, scaffolding, mobile elevating work platforms, traffic management, site attendance, lost lighting hours, energy costs or any wider site disruption in connection with any warranty claim.

10.7 Where the Company performs its obligations under this Clause 10, the Buyer shall not be entitled to treat delivery of Goods in accordance with these Conditions as grounds for repudiating the Contract, failing to pay for Goods or cancelling further deliveries.

11. Limitation of Liability

11.1 References to liability in this Clause 11 include every kind of liability arising under or in connection with the Contract, including in contract, tort (including negligence), misrepresentation, restitution or otherwise.

11.2 Nothing in these Conditions shall limit or exclude the Company's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); (d) defective products under the Consumer Protection Act 1987; (e) any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

11.3 Subject to Clause 11.2, the following types of loss are wholly excluded: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of use or corruption of software, data or information; (f) loss of or damage to goodwill; (g) wasted management or staff time; (h) loss of or damage to reputation; (i) loss of energy savings or carbon-related incentives; (j) any indirect, special or consequential loss whatsoever.

11.4 Subject to Clauses 11.2 and 11.3, the Company's total aggregate liability arising under or in connection with the Contract shall not exceed the lower of: (a) the Price actually paid by the Buyer for the specific Goods giving rise to the claim; and (b) the sum of one hundred thousand pounds sterling (£100,000) per claim or series of connected claims arising from the same event or cause.

11.5 The Company shall have no liability under Clause 10 or otherwise unless the Buyer has paid in full all sums due in respect of the affected Goods.

11.6 The Buyer acknowledges that the Price has been calculated on the basis of the limitations and exclusions in this Clause 11, and that they are reasonable having regard to the Buyer's ability to insure against the excluded losses.

12. Consumer Carve-Out

12.1 If and to the extent that the Buyer is a Consumer, then notwithstanding any other provision of these Conditions: (a) the Buyer's statutory rights under the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 are not affected; (b) the limitations and exclusions in Clauses 10.6, 11.3 and 11.4 shall apply only to the maximum extent permitted by law in respect of Consumers; and (c) any provision which purports to exclude liability for breach of the terms implied by sections 9 to 17 of the Consumer Rights Act 2015 shall not apply.

12.2 Save as set out in this Clause 12, these Conditions are intended to apply to business-to-business sales.

13. Indemnity

13.1 The Buyer shall indemnify and keep indemnified the Company against all liabilities, costs (including legal fees on an indemnity basis), expenses, damages and losses suffered or incurred by the Company arising out of or in connection with: (a) any claim made against the Company by a third party for death, personal injury or damage to property arising out of the Buyer's installation, use, modification, onward supply or storage of the Goods; (b) any breach by the Buyer of these Conditions; (c) any infringement of intellectual property rights arising from the Company's use of any drawing, design, specification or instruction supplied by the Buyer; and (d) any negligence or wilful misconduct of the Buyer or its employees, agents or subcontractors.

14. Returns

14.1 No Goods may be returned without the Company's prior written authorisation (a "Returns Authorisation"). A Returns Authorisation may be requested by contacting the Company's customer services team, quoting the original order number and providing a description of the issue, supported by photographic evidence where reasonably practicable. The Company shall acknowledge a return request on the same Working Day it is received.

14.2 No credit shall be promised, confirmed or implied to the Buyer at the point of a return request. Any credit to which the Buyer may be entitled shall only be determined following receipt of the returned Goods at the Company's designated warehouse, physical inspection by the Company's warehouse and technical teams, and written sign-off by the Company's authorised returns team. The Buyer accepts and agrees that the outcome of the inspection is determinative.

14.3 The Company shall not, save where required by law or under its warranty obligations in Clause 10, accept the return of:

- (a) Bespoke Goods (as defined in Clause 3.2);
- (b) any Goods which have been installed, energised, used, modified or unsealed;
- (c) any Goods which are damaged, incomplete, or missing original packaging or labels required for resale;
- (d) any Goods returned more than twenty-eight (28) days after the date of delivery;
- (e) discontinued, end-of-line or clearance stock; or
- (f) any single-line return with a list-price value below £100.

14.4 The Company shall complete its inspection of returned Goods within two (2) Working Days of receipt. Where Goods are referred to the Company's technical team for further assessment, this period may be extended by a further two (2) Working Days. The Company shall notify the Buyer of the outcome within one (1) Working Day of inspection sign-off.

14.5 Where the Company agrees to accept a return, the Company reserves the right to apply such handling and restocking charges as it reasonably determines having regard to the nature, condition and resellability of the returned Goods, the demand for such Goods at the time of return, and any costs incurred by the Company in processing, inspecting, repackaging or restocking the Goods. Such charges shall be notified to the Buyer prior to the credit being processed. For the avoidance of doubt, where a return arises from an internal error by the Company (including wrong item despatched, pricing error, incorrect invoice or order entry error), no handling charge shall apply and a full credit of the original invoice value shall be issued.

For the purposes of this Clause 14.5, a product is "resellable" only where it is unused, undamaged, in its original packaging, free from installation marks or modification, meets all applicable quality and safety standards, has not been customised, and can be reintroduced to the Company's inventory and sold as new. The Company's determination as to resellability is final.

14.6 All credits under this Clause 14 are subject to the Company's internal authorisation process. Credits up to a value determined by the Company's authorisation policy from time to time require approval by a member of the Company's authorised returns team. Credits above that threshold require approval by a senior authorised officer of the Company. No credit shall be processed without the requisite authorisation having been obtained.

14.7 Where the Company, as part of a commercial settlement or negotiated resolution, agrees to apply a credit or discount against a future order rather than issuing a credit note against a previous invoice, such agreement: (a) must be approved in advance by a Director of the Company; (b) must be recorded on the Company's internal credit tracker at the point of agreement (not redemption); and (c) shall be subject to a confirmed future order being placed within such period as the Director may specify. No member of the Company's sales, support or customer-facing team has authority to offer or confirm any such future credit or discount without prior written Director approval. Outstanding agreements shall be periodically reviewed and may be marked as expired at the Company's discretion.

14.8 Where any item is supplied by the Company free of charge ("FOC"), it shall be processed as a sales order with a full discount applied for internal stock and cost-tracking purposes. No FOC item shall leave the Company's premises without a corresponding FOC order having been raised. The Company's provision of FOC items shall not constitute an admission of liability or a representation that any future claim by the Buyer shall be dealt with on the same basis.

14.9 Returns must be despatched to the Company carriage paid, in secure and appropriate packaging, with the Returns Authorisation reference clearly marked on the outer carton. Risk in the Goods remains with the Buyer until the returned Goods are physically received and accepted by the Company at its designated warehouse.

14.10 The Company may charge the Buyer an administration and inspection fee of £75.00 where Goods returned as faulty are, on inspection, found to be in conformance with the warranty and free from defect. The Company reserves the right to return such Goods to the Buyer at the Buyer's cost.

14.11 The issue of a credit note by the Company does not constitute an admission of liability, fault or breach of contract, and shall not prejudice any of the Company's rights under these Conditions or otherwise.

15. Storage

15.1 If the Buyer fails to take delivery within fourteen (14) days of the Company notifying that the Goods are ready, the Company may at its option: (a) store the Goods at the Buyer's expense at the rate of one half of one per cent (0.5%) of the Price per week or part-week (or, if greater, the Company's reasonable storage cost); and/or (b) after a further fourteen (14) days, resell or otherwise dispose of the Goods, applying the proceeds against any sums owing by the Buyer.

16. WEEE Regulations

16.1 In respect of any Goods which are electrical or electronic equipment within the meaning of the Waste Electrical and Electronic Equipment Regulations 2013 (as amended) ("WEEE Regulations"): (a) the Buyer is responsible for the financing of the costs of the collection, treatment, recovery and environmentally sound disposal of any WEEE arising from the Goods; and (b) the Buyer shall comply with all duties imposed on it by the WEEE Regulations and shall provide the Company on request with all information necessary to evidence such compliance.

16.2 The Buyer indemnifies the Company in respect of any failure by the Buyer to comply with this Clause 16.

17. Intellectual Property

17.1 All intellectual property rights in or arising out of or in connection with the Goods (including in any drawings, designs, photometric data, technical files, firmware, control software, calculations, configuration, specifications and Company-developed software) shall be owned by the Company.

17.2 The Buyer is granted a non-exclusive, royalty-free, non-transferable licence to use the foregoing solely for using, installing and maintaining the Goods supplied. No other licence is granted.

17.3 The Buyer shall not, and shall not permit any third party to: (a) reverse engineer, decompile, or modify any embedded firmware or control software; (b) use any of the Company's trade marks, trade names or branding (including "Ricoman") in any advertising, packaging or sales material without the Company's prior written consent; or (c) remove or alter any product labelling, CE/UKCA marks, serial numbers or QR codes.

18. Confidentiality and Data Protection

18.1 The Buyer shall keep confidential all technical, commercial and pricing information disclosed by the Company in connection with the Contract.

18.2 Each party shall comply with its obligations under the UK General Data Protection Regulation, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended).

18.3 Each party warrants that it has and will maintain reasonable technical and organisational security measures to protect any personal data exchanged in connection with the Contract.

19. Buyer's Site / CDM 2015

19.1 Where any of the Goods are to be delivered to or installed at any construction site, the Buyer is and shall remain the "Client" (within the meaning of the Construction (Design and Management) Regulations 2015) for that project. The Company is not engaged as designer, principal designer, contractor or principal contractor.

19.2 The Buyer shall ensure that suitable site access, welfare facilities, power and (where required) means of safe working at height are available at the Company's cost-free disposal whenever the Company attends site for delivery, commissioning or warranty purposes. Any access equipment, scaffolding or MEWP costs shall be at the Buyer's account.

20. Compliance — Anti-Bribery, Modern Slavery and Sanctions

20.1 Each party warrants that it shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption (including the Bribery Act 2010), modern slavery (including the Modern Slavery Act 2015) and economic sanctions imposed by the UK, the EU, the US Office of Foreign Assets Control or the United Nations.

20.2 The Buyer shall not, and shall procure that none of its associated persons shall, do anything in connection with the Contract which would breach any of the legislation referred to in Clause 20.1, or which would cause the Company to be in breach.

21. Export

21.1 If the Goods are to be supplied for export from Great Britain, the provisions of Clauses 7 to 9 are subject to any variation agreed in writing between the parties.

21.2 Where the Goods are exported, the Buyer shall be responsible at its own cost for compliance with all applicable export controls, import licences and end-user certifications. The Buyer shall not export, re-export, or transfer any Goods to any country, person or entity in respect of which such export, re-export or transfer is prohibited under any applicable sanctions regime.

22. Notices

22.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be: (a) delivered by hand or by pre-paid first-class post, or other next-Working-Day delivery service, at the recipient's registered office or principal place of business; or (b) sent by email to support@ricoman.com notified in writing by the parties from time to time.

22.2 A notice shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt; if sent by pre-paid first-class post, at 9.00 am on the second Working Day after posting; or if sent by email, at 9.00 am on the next Working Day after transmission.

23. Assignment

23.1 The Buyer shall not assign, transfer, charge, sub-contract, declare a trust over or deal in any other manner with any of its rights or obligations under the Contract without the prior written consent of the Company.

23.2 The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with any or all of its rights or obligations under the Contract.

24. Force Majeure

24.1 The Company shall not be in breach of the Contract, nor liable for any failure or delay in performance, arising from acts, events, omissions or accidents beyond its reasonable control (a "Force Majeure Event"), including (without limitation): (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic, or any public-health intervention by any government or competent authority; (c) terrorist attack, civil war, civil commotion or riots, war or armed conflict, or the threat or preparation for war; (d) nuclear, chemical or biological contamination, or sonic boom; (e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota, sanction, or tariff (including consequences of the United Kingdom's withdrawal from the European Union); (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts (other than affecting only the Company's own workforce); (h) non-performance, delay, default or failure of suppliers or sub-contractors; (i) interruption or failure of utility service, including electric power, gas, water or telecommunications; (j) cyber-attack, ransomware, denial-of-service attack, or failure of internet or cloud services; and (k) shortage or unavailability of components, raw materials, semiconductors, transport, ships' capacity, lorry drivers or skilled labour.

24.2 If a Force Majeure Event continues for a period of more than ninety (90) consecutive days, either party may terminate the Contract by giving fourteen (14) days' written notice, in which case the Buyer shall pay for all Goods despatched and all work done up to the date of termination.

25. Insolvency Event & Buyer Default

25.1 An Insolvency Event occurs in relation to the Buyer if: (a) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; (b) the Buyer is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or admits inability to pay its debts as they fall due; (c) the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors (other than a solvent restructuring); (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer (other than a solvent restructuring); (e) an application is made to court, or an order is made, for the appointment of an administrator, or notice of intention to appoint an administrator is given, or an administrator is appointed, in respect of the Buyer; (f) a receiver, administrative receiver or similar officer is appointed over any asset of the Buyer; (g) any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject which has an effect equivalent or similar to any of the events mentioned in (a) to (f); or (h) the Buyer's financial position deteriorates such that, in the reasonable opinion of the Company, the Buyer's ability to perform its obligations under the Contract is in jeopardy.

25.2 Without limiting any other right or remedy, the Company may by written notice to the Buyer: (a) terminate the Contract or any Order with immediate effect; (b) declare immediately due and payable all sums owing by the Buyer to the Company on any account whatsoever; (c) suspend all further deliveries (whether or not under the affected Contract or any other Contract); (d) require return of any Goods supplied under the Contract in respect of which title has not passed (see Clause 9); and (e) recover from the Buyer all costs and damages (including loss of profit) flowing from the termination, if (i) the Buyer commits a material breach of any term of the Contract and (where the breach is remediable) fails to remedy it within seven (7) days of written notice; (ii) the Buyer fails to pay any amount due under the Contract on the Due Date; or (iii) an Insolvency Event occurs in relation to the Buyer.

26. Termination Consequences

26.1 On termination of the Contract for any reason: (a) the Buyer shall immediately pay all of the Company's outstanding invoices and any interest accrued; (b) the Company's rights, remedies, obligations and liabilities that have accrued up to the date of termination shall continue in force; and (c) Clauses which expressly or by implication survive termination (including Clauses 9, 11, 13, 17, 18 and 28) shall continue in full force and effect.

27. Variation, Waiver, Severability and Third-Party Rights

27.1 No variation of the Contract shall be effective unless it is in writing and signed by an authorised signatory of each party.

27.2 No failure or delay by the Company to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy.

27.3 If any provision of these Conditions (or part of any provision) is or becomes illegal, invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and achieves so far as possible the original commercial intent.

27.4 A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

28. Entire Agreement

28.1 The 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.

28.2 Each party acknowledges that, in entering into the Contract, it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract. Nothing in this clause shall limit or exclude any liability for fraud.

29. Governing Law and Jurisdiction

29.1 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.

29.2 The parties irrevocably agree 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 the Contract or its subject matter or formation.