Terms and Conditions for the supply of goods and/or services

August 2026

1 Application of Terms and Conditions

1.1 The Supplier shall supply, and the Customer shall purchase the Goods and Services in accordance with the Project Contract or accepted order which shall be subject to these Terms and Conditions; and

1.2 The Contract shall be to the exclusion of any other terms and conditions subject to which any such Project Contract is accepted or purported to be accepted, or any such order is made or purported to be made, by the Customer.

2 Definitions and Interpretation

2.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"Commencement Date"	means the commencement date for the Contract as set out in the Project Contract or accepted order.
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such) which shall include any user manuals, know-how, intellectual property, drawings and other technical documentation, and procedures provided by the Supplier to the Customer that are not public knowledge;
"Contract"	means the contract for the purchase and sale of the Goods and supply of the Services under these Terms and Conditions and where applicable within the Project Contract for Supply of Goods and Services;
"Contract Price"	means the price stated in the Contract payable for the Goods;
"Customer"	means the person, persons or body corporate who accepts a Project Contract or offer of the Supplier for the sale of the Goods and supply of the Services, or whose order for the Goods and Services is accepted by the Supplier;
"Delivery Date"	means the date on which the Goods are to be delivered as stipulated in the Project Contract or accepted order;
"Goods"	means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with these Terms and Conditions;
"Goods Delivery Date(s)"	means the date(s) agreed between the Parties in the Project Contract or accepted order, or otherwise in writing, for the delivery of the Goods by the Supplier to the Customer.

"Month"	means a calendar month;
"Project Contract"	means the Project Contract and Scope of Works or other written Project Contract delivered by the Supplier to the Customer;
"Services"	means the Services to be provided to the Customer as set out in the Project Contract or accepted order and
"Supplier"	Means Addera Limited, a company registered in England and Wales under 08845290 of The Innovation Centre, Sci Tech Daresbury, Keckwick Ln Daresbury, Warrington WA4 4FS and includes all employees and agents of Addera Limited;
"URS"	User requirement specifications. A document that specifies user requirements for goods and services to qualify as accepted;
"FAT"	Factory acceptance test. A protocol to confirm the equipment is built according to the URS, and it's ready for delivery;
"SAT"	Site acceptance test. A protocol to confirm the goods and services are fit for purpose and are meeting URS.

2.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

2.2.1 "writing", and any cognate expression, includes a reference to any communication affected by electronic or facsimile transmission or similar means;

2.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

2.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and any Schedules as amended or supplemented at the relevant time;

2.2.4 a Schedule is a schedule to these Terms and Conditions; and

2.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.

2.2.6 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.

2.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

2.4 Words imparting the singular number shall include the plural and vice versa.

2.5 References to any gender shall include the other gender.

3 Basis of Sale and Service

3.1 The Supplier's employees or agents are not authorised to make any representations concerning the Goods and/or Services unless confirmed by the Supplier in writing. In entering into the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.

3.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods and Services shall be binding on the Supplier unless the Supplier has issued a Project Contract which is expressed to be an offer to sell the Goods and Services or has accepted an order placed by the Customer by whichever is the earlier of:

3.3.1 the Supplier's written acceptance;

3.3.2 delivery of the Goods;

3.3.3 provision of the Services; or

3.3.4 the Supplier's invoice.

3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, Project Contract, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

4 The Goods

4.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.

4.2 The specification for the Goods shall be that set out in the Supplier's Project Contract unless expressly varied in writing and agreed by the Supplier and the Customer.

4.3 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.

4.4 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Customer's specification, which do not materially affect their quality or performance.

4.5 No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such cancellation.

5 The Services

5.1 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with Clauses 6 and 7, provide the Services expressly identified in the Project Contract or accepted order.

5.2 The Supplier will use reasonable care and skill to perform the Services identified in the Project Contract or accepted order.

5.3 The Supplier shall use its reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations.

6 Price

6.1 The price of the Goods and Services shall be the price listed in the Supplier's Project Contract or accepted order unless expressly agreed in writing by the Supplier and the Customer.

6.2 The Supplier reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, increase in the costs of labour, materials or other costs of manufacture), any change in the Delivery Dates, quantities or specifications for the Goods and Services which are requested by the Customer, or any delay caused by any instructions of the Customer, or the failure of the Customer to accept delivery of the Goods on the Goods Delivery Date or failure of the Customer to give the Supplier adequate information or instructions.

6.3 Except as otherwise stated under the terms of any Project Contract or accepted order or in any price list of the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are exclusive of the Supplier's charges for packaging and transport.

6.4 The price is exclusive of any applicable value added tax, excise, sales taxes or levies of a similar nature which are imposed or charged by any competent fiscal authority in respect of the Goods and Services, which the Customer shall be additionally liable to pay to the Supplier.

7 Payment

7.1 Subject to the provisions contained within the Project Contract or accepted order, or special terms agreed in writing between the Customer and the Supplier, the Supplier shall invoice the Customer for the price of the Goods and Services on or at any time after delivery of the Goods and/or the Provision of the Services (as applicable), unless, in the case of Goods, the Goods are to be collected by the Customer or the Customer fails to take delivery of the Goods on the Goods Delivery Date(s), in which event the Supplier shall be entitled to invoice the Customer for the price at any time after the Supplier has notified the Customer that the Goods are ready for collection or (as the case may be) the Supplier has tendered delivery of the Goods.

7.2 The Customer shall pay the price of the Goods (less any discount or credit allowed by the Supplier, but without any other deduction, credit or set off) within 15 Business Days of the Supplier's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and the Supplier in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery or provision may not have taken place and/or that the property in the Goods has not passed to the Customer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

7.3 All payments shall be made to the Supplier as indicated on the Project Contract or invoice issued by the Supplier.

7.4 The Supplier is not obliged to accept orders from any customer or buyer who has not supplied the Supplier with references satisfactory to the Supplier. If at any time the Supplier is not satisfied as to the creditworthiness of the Customer it may give notice in writing to the Customer that no further credit will be allowed to the Customer in which event no further goods or services will be delivered or provided to the Customer other than against cash payment and notwithstanding sub-Clause 6.2 of these conditions, all amounts owing by the Customer to the Supplier shall be immediately payable.

8 Factory Acceptance Test

8.1 Where the Project Contract or accepted order stipulate that there will be a Factory Acceptance Test (FAT) prior to delivery of the Goods by the Supplier to the Customer:

8.1.1 The Supplier shall provide the Customer with written notice that the Goods are ready for the FAT to take place and a date will be agreed between the Supplier and the Customer for the FAT within 14 days of the written notice being provided by the Supplier to the Customer.

8.1.2 In the event that the Customer fails to arrange a date to attend for a FAT within 14 days of the written notice being provided by the Supplier to the Customer, the Supplier shall complete the FAT in the absence of the Customer and will then provide a FAT report to the Customer. The Customer shall accept the conclusion of the FAT report as final.

8.1.3 Upon completion of the FAT Test, the Supplier will provide a FAT Report to the Customer. Upon acceptance of the FAT Report, the report shall be signed by the Customer.

8.1.4 If the Goods fail to meet the requirements under this Contract, the Supplier will arrange for a new FAT. The Supplier shall use its reasonable endeavours to minimise the delay of the rearranged FAT, but time will not be of the essence in the performance of such obligations.

8.1.5 The Customer will provide all necessary resources reasonably requested by the Supplier to enable the FAT to take place, including but not limited to sufficient energy, operational staff, and materials or semi-finished products to perform FAT testing.

9 Delivery and Performance

9.1 Delivery of the Goods to the Customer shall be at the Supplier's premises by the Customer collecting or arranging the collection of the Goods at any time after the Supplier has notified the Customer that the Goods are ready for collection (ex works).

9.2 The Supplier shall use its reasonable endeavours to ensure that the Delivery Date is complied with. Time shall not be of the essence unless previously agreed by the Supplier in writing.

9.3 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date:

9.3.1 the Supplier shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 9.1 risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.

9.3.2 the Customer shall make payment of any invoices delivered by the Supplier to the Customer under the Contract notwithstanding that the Customer has failed to take delivery of the Goods or any part of them.

9.4 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with these Terms and Conditions and the Project Contract or accepted order, provide the Services expressly identified in the Project Contract or accepted order.

10 Non-Delivery of Goods and Services

10.1 If the Supplier fails to deliver the Goods or provide the Services or any of them on the Delivery Date(s) other than for reasons outside the Supplier's reasonable control or the Customer's or its carrier's fault:

10.1.1 if the Supplier delivers the Goods and/or provides the Services at any time thereafter the Supplier shall have no liability in respect of such late delivery; or

10.1.2 if the Customer gives written notice to the Supplier within 10 Business Days after the Delivery Date (or Commencement Date, as appropriate) and the Supplier fails to deliver the Goods and/or Services within 130 Business Days after receiving such notice the Customer may cancel the order and the Supplier's liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods or services to those not delivered or provided over the price of the Goods or Services not delivered or provided.

11 Site Acceptance Test

11.1 Where the Project Contract or accepted order stipulate that there will be a Site Acceptance Test (SAT):

11.1.1 The Customer shall use its reasonable endeavours to enable the SAT to be carried out as soon as possible following the date of delivery or the delivery notification, whichever is earlier, and without prejudice to the foregoing, the SAT shall be arranged no later than three months from the date of delivery or the delivery notification being sent by the Supplier to the Customer, whichever is earlier.

11.1.2 Upon completion of the SAT Test, the Supplier will provide a SAT Report to the customer. Both the Supplier and the Customer will be present during the SAT Test. Upon successful completion of each part of the SAT test, that part of the test shall be signed as successfully completed by both the Customer and the Supplier immediately.

11.1.3 If the Goods fail to meet the requirements under this Contract, the Customer will use all reasonable endeavours to promptly arrange for a new SAT at the earliest convenience of the parties. The Customer shall use its reasonable endeavours to minimise the delay of the rearranged SAT test. In the event that the Customer fails to use all reasonable endeavours to arrange a new SAT within one calendar month of the failed SAT, then the SAT will be deemed to have been successfully completed by both parties to this Project Contract.

11.1.4 The Customer will provide all necessary resources reasonably requested by the Supplier to enable the SAT to take place, including but not limited to, energy, operational staff, auxiliary transport and forklift equipment with operators, and materials or semi-finished products to perform SAT testing.

11.1.5 The Warranty Period will commence at the date that the SAT is agreed by the parties pursuant to clause 11.1.2 or the deemed date of acceptance by the SAT pursuant to clause 11.1.3, whichever is earlier.

12 Risk and Retention of Title

12.1 Risk of damage to or loss of the Goods shall pass to the Customer:

12.1.1 in the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection;

12.1.2 in the case of Goods to be delivered otherwise than at the Supplier's premises, the time of delivery (ex works) or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods.

12.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.

12.3 Sub-Clause 12.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Supplier and the Customer has repaid all moneys owed to the Supplier, regardless of how such indebtedness arose.

12.4 Until payment has been made to the Supplier in full in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.

12.5 In the event that the Customer sells or transfers the Goods to a third party before legal and beneficial title has passed to him under these Terms and Conditions, the proceeds of the sub-sale or transfer (or such proportion as is due to the Supplier) shall be held by the Customer on behalf of the Supplier. The Customer shall ensure that such moneys are held separately from, and are in no way mixed with, any other monies or funds, and that all moneys held on the Supplier's behalf are identified as such.

12.6 If the Goods are manufactured into another form or are used in the process of manufacturing other goods, the Supplier shall acquire legal and beneficial title to the resulting goods, or a proportion of the title equal to the contribution made to the resulting goods by the Goods.

12.7 The Supplier may, in accordance with the provisions of the Companies Act 2006, register any charge created by these Conditions.

12.8 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

12.9 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance with the storage and identification requirements of sub-Clause 12.4.

12.10 The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:

12.10.1 the Customer commits or permits any material breach of his obligations under these Conditions;

12.10.2 The Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;

12.10.3 the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;

12.10.4 the Customer convenes any meeting of its creditors, enters into voluntary or compulsory

liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

13 Assignment

13.1 The Supplier may assign the Contract or any part of it to any person, firm or company without the prior written consent of the Customer.

13.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

14 Warranty & Defective Goods

14.1 Subject to clauses 14.2 to 14.7 inclusive of these Terms and Conditions, the Supplier warrants that the Goods are free from defects in workmanship and materials for a period of twelve months from the Goods Delivery Date.

14.2 If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as "condition and contents unknown", the Customer gives written notice of such defect to the Supplier within 10 Business Days of such delivery, the Supplier shall at its option:

14.2.1 replace the defective Goods within 60 Business Days of receiving the Customer's notice; or

14.2.2 refund to the Customer the price for those Goods (or parts thereof, as appropriate) which are defective;

but the Supplier shall have no further liability to the Customer in respect thereof, and the Customer may not reject the Goods if delivery is not refused or notice given by the Customer as set out.

14.3 No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. Subject thereto, any Goods returned which the Supplier is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Supplier's sole discretion, the Supplier shall refund or credit to the Customer the price of such defective Goods, but the Supplier shall have no further liability to the Customer.

14.4 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Supplier's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Supplier's prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.

14.5 Goods, other than defective Goods returned under sub-Clauses 14.2 or 14.3, returned by the Customer and accepted by the Supplier may be credited to the Customer at the Supplier's sole discretion and without any obligation on the part of the Supplier.

14.6 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

14.7 The Customer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

15 Customer's Default

15.1 If the Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

15.1.1 cancel the order or suspend any further deliveries or provision of Goods and Services to the Customer;

15.1.2 appropriate any payment made by the Customer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and

15.1.3 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 4% per annum above Barclays Bank plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

15.2 This condition applies if:

15.2.1 the Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;

15.2.2 the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;

15.2.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

15.2.4 the Customer ceases, or threatens to cease, to carry on business; or

15.2.5 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

15.3 If sub-Clause 15.2 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

16 Liability

16.1 The Supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under express terms of the Contract (or these Terms and Conditions), be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Supplier's servants or agents or otherwise) which arise out of or in connection with the supply of the Goods and Services.

16.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

16.3 The Customer shall indemnify the Supplier against all damages, costs, claims and expenses suffered by arising from loss or damage to any equipment (including that of third parties) caused by the Customer, its agents or employees.

16.4 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.

16.5 The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable

control.

16.6 Nothing in these Terms and Conditions excludes or limits the liability of the Supplier:

16.6.1 for death or personal injury caused by the Supplier's negligence;

16.6.2 for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or

16.6.3 for fraud or fraudulent misrepresentation.

16.7 Subject to the remaining provisions of this Clause 16:

16.7.1 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and

16.7.2 the Supplier shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

17 Confidentiality

17.1 Each Party undertakes that, except as provided by sub-Clause 17.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and for 24 months after its termination:

17.1.1 keep confidential all Confidential Information;

17.1.2 not disclose any Confidential Information to any other person or party;

17.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to these Terms and Conditions and the Contract;

17.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

17.1.5 ensure that none of its directors, officers, employees, agents or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-clauses 17.1.1 to 17.1.4 above.

17.2 Either Party may:

17.2.1 disclose any Confidential Information to:

17.2.1.1 any sub-contractor or supplier of that Party;

17.2.1.2 any governmental or other authority or regulatory body; or

17.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by these Terms and Conditions and the Contract, or as required by law, and in each case subject to that Party first informing the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body as is mentioned in sub-Clause 17.2.1.2 above or any employee or officer of any such body) obtaining and submitting to the other Party a written undertaking from the person in question, as nearly as practicable in the terms of this Clause 17, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

17.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party, provided that in doing so that Party does not disclose any part of that Confidential Information which is not public knowledge.

17.3 The provisions of this Clause 17 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

18 Communications

18.1 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

18.2 Notices shall be deemed to have been duly given:

18.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or

18.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

18.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

18.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

18.3 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

19 Force Majeure

Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, Internet Service Provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

20 Waiver

The Parties agree that no failure by either Party to enforce the performance of any provision in these Terms and Conditions or under the Contract shall constitute a waiver of the right to subsequently enforce that provision or any other provision. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

21 Severance

The Parties agree that, in the event that one or more of the provisions of these Terms and Conditions or the Contract are found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these Terms and Conditions (and, by extension, the Contract). The remainder of these Terms and Conditions and the Contract shall be valid and enforceable.

22 Third Party Rights

A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

23 Entire Agreement

This agreement, comprising the Project Contract or accepted order and these Supplier's Terms and Conditions for the Supply of Goods and/or Services, contains 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.

24 Law and Jurisdiction

24.1 These Terms and Conditions and the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

24.2 Any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

Addera Ltd,

Aleksander Dolenc, director

Signed for and on behalf of the Customer by:
Name and Surname _____
Position _____ Date of signing _____