

STANDARD TERMS AND CONDITIONS OF SALE

These terms and conditions are applicable to all offers, order confirmations, supply and deliveries by the Company (as defined herein) and shall form an integral part of the sales agreement between the Company and Buyer. Notwithstanding any inconsistent or additional terms that may be embodied in the Buyer's purchase order, the Company accepts Buyer's order on the express condition that Buyer agrees to the terms and conditions set forth hereafter as the only terms governing Buyer's order.

1. DEFINITIONS

Defined terms used in these terms and conditions shall have the meanings set forth below:

1.1. "Buyer" means any person at whose request Products are supplied by the Company. Buyer is irrevocably deemed to be a professional user, acting in the course of its professional activities.

1.2. "Company" means TG Products Limited. "Gloria" and "Thomas Glover" are affiliates of TG Products Limited.

1.3. "Products" means any Products or replacements thereof and any refurbished Products together with (in the case of contracts for the provision of services) any services/ workmanship supplied to the Buyer pursuant to an order as per clause 3.1 hereof and subject to the present Conditions. These Products are intended for sale to and installation by qualified professionals. Company cannot provide any assurance that any person or entity Buying its products, including any "Authorized Reseller" is properly trained or experienced to correctly install fire and security related products.

1.4. "Pricing" means the price of the Products as stated in the Company's price list applicable to the Products.

1.5. "Conditions" means the present terms and conditions.

2. INTERPRETATION

2.1. These Conditions shall apply to every order placed by Buyer with the Company. If any specific sales agreement is concluded between the Company and Buyer, the terms of such sales agreement shall prevail over these Conditions in case of inconsistency or discrepancy only.

2.2. The headings are for convenience only and shall not affect the meaning or validity of these Conditions.

3. FORMATION AND PARTIES

3.1. The Buyer's order to the Company constitutes a binding offer to enter into a contract subject to these Conditions. Acceptance occurs and a sales agreement is formed solely upon the Company dispatching to the Buyer its order confirmation or the Company delivering the Products as ordered (whichever shall first occur). Any terms or conditions proffered at any time by the Buyer are hereby excluded. A quotation by the Company does not constitute a binding offer. Quotations given are given for information purposes only and may be withdrawn or modified at any time by written notice from the Company. Unless a different period is specified on the Company's written quotation, the information included in a quotation is valid for 30 days from the date of issue of the quotation.

3.2. A confirmed order is not cancellable by the Buyer unless the Company consents.

3.3. If the Company agrees to cancellation of a confirmed order by the Buyer, the Buyer shall indemnify the Company in full against all expenses incurred up to the time of cancellation together with a reasonable amount by way of liquidated damages for breach of contract as specified by the Company, such sum being acknowledged by the Buyer as representing a genuine pre-estimate of the Company's loss of profit and not in any event to exceed 20% of the order price.

3.4. The Company may suspend or terminate the confirmed order with immediate effect by giving the Customer written notice if at the commencement of the execution of the order the Company is not satisfied with the result of a credit check, or an international trade compliance check on the Buyer.

4. PRICING

4.1. Unless otherwise defined in the sales agreement between the parties, Pricing for the Products are exclusive of VAT and all other duties, fees or taxes. All sums due to the Company shall be paid in the currency stated in the sales agreement or Company's order confirmation.

4.2. The Company reserves the right to vary the Pricing to take account of any variation in the cost of materials labour transport duties taxes change rates or any costs of whatsoever nature between the date of the contract and the date of delivery or completion of payment. In addition the Company reserves the right to recover costs and other charges associated with a Brexit Event as set out in these conditions. In either case, the Company shall give 45 days prior written notice to Buyer on any such Pricing change.

5. DELIVERY

5.1. Delivery dates are estimates only. Time of delivery is not of the essence. Unless otherwise stated, delivery periods commence from date of the Company's confirmation of Buyer's order. The Company shall use its reasonable endeavors to deliver the Products by the stated delivery date, but may suspend or delay delivery and shall not be liable for any loss whatsoever in the event of late delivery or non-delivery of Products or any instalment owing to any occurrence whatsoever beyond its control. The Buyer shall not be entitled to refuse to accept late delivery or treat late delivery as a breach of contract.

5.2. The Company may at its option deliver by instalments; each instalment shall constitute a separate contract on these Conditions.

5.3. Delivery for orders shall take place and risk shall pass upon the earliest of the following:

5.3.1. the Company handing the Products to the Buyer or its agent at the Company's premises; or

5.3.2. the Products leaving the Company's premises; or

5.3.3. on the eighth day following notification that the Products are ready for dispatch; or

5.3.4. in the case of Products supplier at the time of a service visit by the Company, upon the Company handing the Products to the Buyer or its agent at the Buyer's premises.

5.4. All prices are given by the Company on an ex-works basis. Where the Company agrees to deliver the Products to the Buyer's premises, the Company reserves the right to make a reasonable charge for transport, packaging and insurance. The Company shall use reasonable endeavors to give to the Buyer prior notice of any such charges.

5.5. Unless otherwise agreed in writing all export orders will be delivered EXW (Ex-works - Incoterms 2020).

5.6. If the Buyer has failed to collect Products on the expiry of the seventh day following notification of readiness for dispatch the Company shall be entitled to treat the order as repudiated by the Buyer. Until the order is so terminated the Company may, at its option, either store the Products itself or have them stored by third parties on such terms as it in its absolute discretion thinks fit. The cost of storage and any additional transportation will be added to and form part of the price. If the Company elects to treat the contract as repudiated in accordance with this Condition it shall (without prejudice to its rights and remedies in respect of such repudiation) be entitled to sell the Products and retain the proceeds of the sale.

6. LOSS OR DAMAGE IN TRANSIT:

6.1. The Company shall not be liable for loss or damage to Products in transit unless:

6.1.1. the Company has agreed to effect delivery to a place other than the Company's premises; and

6.1.2. the loss or damage occurs prior to arrival at delivery point; and either

6.1.3. in the case of non-export sales, the damage or shortage is reported within 7 days of arrival at delivery point and in the case of export sales the damage or shortage is notified to the Company with 14 days of arrival at the delivery point; or

6.1.4. in the case of total loss, non-arrival is notified to the Company within 14 days after dispatch of advice note or invoice (whichever is the earlier).

7. INSPECTION - ACCEPTANCE

7.1. The Buyer shall inspect the Products immediately upon receipt and shall (unless such inspection cannot be carried out and the delivery note is marked "not examined"), subject to clause 7.2 below, be deemed to have accepted the Products as delivered.

7.2. The Company shall not be liable for defects or shortages discoverable on reasonable inspection unless the Buyer notifies the Company, in the case of non-export sales before the expiry of 7 days after receipt, and in the case of export sales 14 days after receipt, of any alleged defect or lack of conformity with the confirmed order.

7.3. The Company shall address Product defects or shortages notified to it under clause 7.2 as soon as reasonably practicable but shall not be liable for any consequential loss whatsoever arising from such defect or shortage.

7.4. The Company's liability for Products lost or damaged in transit shall in all circumstances be limited to (at the Company's option) to either (i) the repair or replacement or (ii) crediting the Buyer with the invoice value of the Products in question.

8. WARRANTY

8.1. In this condition "**Warranty Period**" shall mean:

8.1.1. if the Products are of the type to which warranty conditions published by the Company and current at the time of the Buyer's order apply, the period specified in such published warranty conditions

8.1.2. in any other case, the period determined under clause 8.2 below.

8.2. In the absence of any other warranty period specified in writing by the Company to the Buyer, the Warranty Period specified in this clause 8.2 shall apply, namely:

8.2.1. in respect of hose reels and portable fire extinguishers, subject to the Products being serviced by the Company on an annual basis pursuant to a service contract with the Company, a period of 5 years from the date of delivery;

8.2.2. in respect of refurbished Products a period of 12 months from the date of delivery; and

8.2.3. in respect of any other case not referred to in clauses 8.1, 8.2.1 or 8.2.2 above, a period of 12 months from the date of delivery or, if the Products are not of the Company's manufacture and the manufacturer offers in respect thereof a warranty period of less than 12 months, such warranty period as shall have been specified by the manufacturer.

8.2.4. Any Product that is replaced shall be warranted under the terms of the Limited Warranty for the remaining term of the warranty for the original Product.

8.3. If within the Warranty Period a material defect in the Products shall be discovered and:

8.3.1. the Buyer notifies the Company within 14 days after discovery giving particulars and either at its own expense and risk returns the Products to the Company; or (at the Company's sole discretion) permits the Company to inspect the same; and,

8.3.2. such defect has arisen from faulty materials employed or workmanship carried out by the Company existing but not discoverable upon inspection at time of receipt, then the Company shall supply replacements or, at its sole discretion, credit the Buyer's account with the Company or refund to the Buyer the purchase price paid for and cost of returning the defective Products.

8.4. The Company's liability for defective Products is limited in all circumstances to (at the Company's sole discretion) delivery of replacements or crediting or refunding of the invoice value to the Buyer and the Buyer shall accept such of the aforementioned remedies as the Company shall proffer as being fulfilment of the Company's obligations in relation to the confirmed order.

8.5. The Company's liability under this Condition applies only to defects appearing before the Buyer makes any modification or alteration or repair to the Products and whilst the Products are being properly used or stored and in particular (but without limitation) the Company shall not be liable in the case of defects arising from normal deterioration or improper or faulty handling or processing by the Buyer, or accelerated deterioration resulting from injurious environmental conditions.

8.6. Other than as stated in the present Condition, the Company excludes any warranty of any kind, express or implied, with respect to the Products sold hereunder as to merchantability, fitness for a particular purpose or any other matter with respect to the Products whether used

alone or in combination with other products, unless a written and specific agreement has been reached by the parties.

9. ITEMS SUPPLIED BY BUYER

The Buyer shall be liable for all drawings, specifications and instructions issued to the Company with orders and shall indemnify and keep indemnified the Company against all loss directly or indirectly arising out of any error in or omission from such drawings specifications and instructions, and against all costs claims demands and expenses whatsoever in respect of the infringement or potential infringement of any patent, copyright, registered design or other third party right arising out of the Company's use of such drawings, specifications or instructions.

10. LIMITS OF LIABILITY

10.1. The Products are supplied strictly on the terms that the Buyer has satisfied itself of their suitability for its purposes. The Buyer acknowledges that all specifications and details in catalogues, quotations and acknowledgements of order or similar documents or by word of mouth and all forecasts of performances, howsoever given, are approximate only and do not form part of the contract and that in respect of such specifications details and forecasts the Company shall be under no liability nor shall the Buyer be entitled to any remedy under the provisions of the Misrepresentation Act 1967. While the Company endeavors to ensure that any information or recommendations which it may provide are correct, the Company assumes no liability for any advice, information, recommendations or assistance of whatever nature or results obtained therefrom ("Information"). The Company makes no representations or warranties as to the completeness or accuracy of the Information which is supplied upon the condition that Buyer and/or any persons receiving the Information shall make their own determination as to its suitability of any Products for their purposes prior to use.

10.2. The Company's liability under clauses 7 and 8 shall be accepted by the Buyer in lieu of any warranty or condition, whether express or implied by law, as to the quality or fitness for any particular purpose of the Products and, save as provided in this contract, the Company shall not be under any liability to the Buyer (whether in contract, tort or otherwise) for any defects in the Products, materials supplied or workmanship performed by the Company or for any damage, loss, death or injury resulting from such defects and the Buyer shall indemnify the Company against any claims in respect thereof. For the purposes of this clause the Company contracts on its own behalf and on behalf of and as trustee for its subcontractors, servants and agents.

10.3. The Company shall not be liable, whether by way of indemnity or by reason of breach of contract, tort or breach of statutory duty or in any other manner for consequential or indirect loss of whatever nature suffered by the Buyer or for special damages, loss of use, (whether complete or partial) of the Products, or loss of profit or of any contract.

10.4. The Company accepts liability for death or personal injury which is due to the negligence of the Company in performing the contract.

10.5. The Company's total aggregate liability to the Buyer under this contract whether under contract, tort (including negligence), statute or otherwise shall not exceed £50,000.

10.6. Nothing in this clause shall be construed as limiting or excluding the Company's liability under the Consumer Protection Act 1987 or for death or personal injury resulting from its negligence (as defined in Section 1 of the Unfair Contract Terms Act 1977).

10.7. Indemnity The Buyer shall indemnify and keep indemnified the Company against all actions, claims, costs, damages, demands and expenses or other loss arising out of a defect in the Products (including, without limitation, all liabilities incurred under the Consumer Protection Act 1987) to the extent occasioned or contributed to by any act or omission of the Buyer its servants, agents or persons under its control.

11. RETENTION OF TITLE

11.1. Until the Company has received payment in full of all sums owed to it on any account by the Buyer, whether arising out of this or any other contract, legal and beneficial title to the Products shall remain in the Company; such Products are referred to in this clause as "retained Products".

11.2. Retained Products:

11.2.1. are held by the Buyer as fiduciary for the Company and the Buyer shall not pledge or in any way charge by way of security for any indebtedness any retained Products;

11.2.2. shall be at the Buyer's risk, insured by the Buyer from the date of delivery at its own expense for their full replacement value against all usual risks; and kept safe in good condition and stored separately and clearly identifiable as the Company's property and with all identifying marks intact and legible; and

11.2.3. may, subject to clause 11.3 below be used or sold by the Buyer as fiduciary for the Company in the ordinary course of its business on the basis that the proceeds of sale shall be held in trust by the Buyer for the Company absolutely.

11.3. The Buyer's powers of use and sale of retained Products shall terminate:

11.3.1. forthwith on notice from the Company if the Buyer is in default of any of its obligations under this or any other contract with the Company or if the Company has reasonable doubts as to the ability or willingness of the Buyer to pay any sum to it on the due date;

11.3.2. automatically upon the occurrence of any of the following:

11.3.2.1. if the Buyer causes a meeting of or makes any arrangement or composition with its creditors; or,

11.3.2.2. if the Buyer becomes insolvent or appears to be unable to pay a debt or to have no reasonable prospect of paying a debt (within the meaning of Section 268 of the Insolvency Act 1986); or, being a company, appears unable to pay its debts (within the meaning of Section 123 of that Act); or,

11.3.2.3. if there is presented a petition for the winding up of the Buyer, or for the appointment of an Administrator of its undertaking; or,

11.3.2.4. if the Buyer has an Administrator or Administrative Receiver appointed over any of its assets or undertaking or a winding up order made against it or it goes into voluntary liquidation (otherwise than for the purposes of bona fide reconstruction or amalgamation of a solvent company);

11.3.2.5. if anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the Buyer.

11.3.3. The Company may at any time, on giving prior notice, enter the Buyer's premises for the purpose of inspecting retained Products and identifying them as the Company's property and the Buyer irrevocably authorize the Company to enter upon its premises for that purpose.

11.4. Upon suspension, revocation or determination of the Buyer's power of sale and use under this clause 11 the Buyer shall place all the retained Products in its possession or under its control at the Company's disposal and shall be deemed irrevocably to authorize the Company to enter upon any of the Buyer's premises, with or without vehicles, for the purpose of removing such Products.

11.5. The repossession of retained Products by the Company in accordance with this clause 11 shall be without prejudice to all or any of the Company's other rights against the Buyer under the contract.

12. PAYMENT

12.1. Subject to satisfactory trade, banker's and other requisite references, and where no other terms of payment have been specifically agreed in writing, the Company's payment terms are payment in full to be made within 30 days after the date of invoice. Payment shall be cash for non-export orders. Unless otherwise specifically agreed in writing, payment for export orders shall be by irrevocable letter of credit confirmed by a London Clearing Bank and issued under the Incoterms then in force. No discount or allowance will be made unless specifically stated by the Company in writing. If Buyer does not pay Company's charges in full on or before the due date under this clause 12.1 then starting on the next day the Company may charge interest on the overdue amount at 8% above the Bank of England base rate under the Late Payment of Commercial Debts (Interest) Act 1998.

12.2. Time for making payment shall be of the essence.

12.3. The Company may at any time, in its absolute discretion, appropriate any payment made by the Buyer in respect of Products to such outstanding debt as the Company thinks fit, notwithstanding any purported appropriation to the contrary by the Buyer.

12.4. The Company shall be entitled to postpone any delivery until payment has been received in the event that the Company has reasonable doubts about the Buyer's ability or willingness to pay on the due date.

12.5. The Company reserves the right at any time at its discretion to demand security for payment before continuing with an order or delivering Products or any instalment.

12.6. VAT will be charged at the rate ruling at the time of dispatch of the Products or, if different, the basic tax point (as defined in regulations governing VAT from time to time in force).

13. REFURBISHED PRODUCTS

13.1. In the event that the Buyer's order is for the refurbishment and re-supply to it of its own portable fire extinguishers submitted to the Company, the Company shall use its reasonable endeavors to carry out such refurbishment including but not limited to refilling, revalving and repainting of portable fire extinguishers, subject to clauses 13.2 and 13.3.

13.2. If in the sole opinion of the Company the used equipment submitted for refurbishment cannot be refurbished to an acceptable standard:

13.2.1. the Buyer's order shall be deemed to have been varied from the number of refurbished equipment ordered to that which the Company is able to refurbish; and

13.2.2. the Company may dispose of the used equipment in a manner which the Company deems appropriate without any liability whatsoever to the Buyer or, if so requested by the Buyer, return the equipment at the Buyer's expense.

13.2.3. The Buyer shall indemnify the Company and keep the Company fully and effectively indemnified against all costs, claims, demands, expenses and liabilities arising from its having the Buyer's equipment in its possession prior to the commencement of refurbishment and in respect of the disposal of the equipment by the Company as referred in clause 13.2.

14. FORCE MAJEURE

14.1. The Company shall not be liable to the Buyer if unable to carry out any provision of the contract for any reason beyond its control including (but without limitation) Act of God, legislation, war, civil commotion, fire, flood, drought, pandemic, failure of power supply, lock out, strike, stoppage or other action by employees or third parties in contemplation or furtherance of any dispute or owing to any inability to procure parts or materials required for the performance of the contract.

14.2. The Company shall notify the Buyer as soon as reasonably practicable after circumstances preventing performance arise. During the continuance of such a contingency the Company may, within its absolute discretion, withhold, reduce or suspend performance of its contractual obligations, so far as prevented or hindered by such contingency, without liability to the Buyer for any loss or damage whatsoever suffered directly or indirectly by reason of any such withholding, reduction, or suspension.

14.3. Should such contingency continue for more than three months either party may (subject to the Company repaying to the Buyer any advance payments made for undelivered Products and the Buyer paying for Products delivered) cancel the contract without further liability to the other.

15. NO WAIVER

No waiver of any of the Company's rights under the contract shall be effective unless in writing signed by a director or other authorized person on behalf of the Company. A waiver shall apply only to the specific circumstances in which it is given and shall be without prejudice to the enforcement of a Company's rights in relation to different circumstances or the recurrence of similar circumstances.

16. NOTICES

Any notice under these Conditions shall be properly given if in writing and sent by first class post, telex or facsimile to the address of the intended recipient as stated in the contract or to such address as the Company and the Buyer from time to time notify to each other as their respective addresses for service and shall be deemed served in the case of postal notice, on the expiry of 48 hours from time of posting, in the case of telex on the recording of the "answer back" code on the sender's machine, and in the case of facsimile, on the expiry of 15 minutes from completion of transmission by the sender.

17. INTERNATIONAL TRADE COMPLIANCE

The Company reserves the right to refuse any order placed in the event that there is or could be a potential breach of laws, regulations or ethical rules applicable to the Company, including, but not limited to, international trade compliance rules prohibiting the sale of Products and services to certain countries, certain individuals or legal entities that are subject to international economic, financial or other sanctions.

18. CO-OPERATION

The Buyer shall provide the Company with whatever information it reasonably requests in writing, in order for the Company to satisfy the provisions of clause 17 above. In the event that the requested information is not provided by the Buyer, the Company shall not be held accountable for, accept any liability, or be held in breach of this contract as a result of the Buyer failing to provide the requested information to the Company.

19 DATA, PERSONAL INFORMATION PROTECTION AND PRIVACY

19.1

DATA PRIVACY

The Parties acknowledge and agree that in the execution and the administration of the agreements between the Company and Buyer, personal information of either Party will be collected and processed, as independent data controllers, for invoicing and contract execution and management purposes, and comply with any and all Data Privacy Laws. Where a Party provides the other Party with any personal information for such purpose, it will ensure that it has the legal right to do so, including obtaining consent and providing notice to the individuals whose personal information it has provided to the other, if needed. The Parties shall neither sell, nor exchange for anything of value, personal information processed in the course of the performance of the agreements between Company and Buyer and thereafter.

The Company may share personal information with Company's service providers and Company may store personal information on servers located and accessible globally by Carrier entities and their service providers but only in accordance with applicable data privacy laws and with appropriate protections in place. Data privacy is important to Carrier. For more information, consult our General Privacy Notice (www.corporate.carrier.com/legal/privacy-notice-general).

The use of some Carrier products and services may require specific data processing for e.g. user authentication. Depending on the product and services at stake, a specific Privacy Policy and Terms of Use may need to be accepted by the end-user.

This data privacy clause will survive the termination of the agreements between Company and Buyer.

19.1.1 INTERNATIONAL TRADE COMPLIANCE

Sales and distribution of commodities, materials, hardware, software, and technology Buyer receives from Company pursuant to the agreements between Company and Buyer (the "Product") may constitute an export, reexport, or transfer, and such transactions must be conducted in accordance with the export control, trade, and economic sanctions laws and regulations of the government authorities with jurisdiction over such activities, including the European Union and its Member States, the United States, and the United Kingdom, if applicable (collectively, "Trade Control Laws").

The Buyer will conduct all activities under the agreements between Company and Buyer in compliance with Trade Control Laws.

The Buyer will not knowingly export, reexport, or transfer Products directly or indirectly to: 1. Cuba, Iran, North Korea, Syria, or the Luhansk, Donetsk or Crimea regions of Ukraine or any other region that becomes restricted (each a "Restricted Country"); 2. to an individual or entity that is prohibited under Trade Control Laws from receiving the Products, including, without limitation, (i) an individual or entity designated on the U.S. Department of the Treasury's Office of Foreign Assets Control's ("OFAC") Specially Designated Nationals ("SDNs") and Blocked Persons List, or the European Union's Consolidated List of Sanctions, or (ii) an entity owned or controlled by such listed party (collectively, a "Denied Party"); 3. for an unauthorized end-use; or 4. otherwise in violation of Trade Control Laws.

The Buyer shall conduct reasonable diligence to verify its customers' or end-users' identity and location and confirm the Products' intended end-use (collectively, "End-User Diligence"). The Buyer's End-User Diligence must be sufficient to identify and prevent unauthorized transactions, including those involving Restricted Countries and Denied Parties. The Buyer shall promptly notify the Company of any transactions involving Restricted Countries and Denied Parties, or other violations of Trade Control Laws with respect to Products or related services.

The Company will not provide warranty, repair, replacement, or guarantee services for Products in Restricted Countries, to Denied Parties, or otherwise in violation of Trade Control Laws. If Buyer extends to its clients any warranty that is broader in scope than the limited warranty provided by Company, Buyer shall be solely responsible for all costs, expenses, liabilities, obligations, and damages resulting from the extension of such warranty.

19.1.2 NUCLEAR USE

Products sold hereunder are not intended for application (and shall not be used) in connection with the use or handling of nuclear material or the construction or operation of a nuclear installation. Buyer warrants that it shall not use such Products or Services for such purposes, or permit others to use such Products or services for such purposes, unless such use is agreed to in writing by a representative of Company specifically authorized to enter into such agreement. If, in breach of the foregoing, any such use occurs, Company disclaims all liability for any nuclear or other damage, injury or contamination, and Buyer shall indemnify Company against any such liability. In no event shall Company be liable for any such damages occurred as a result of Buyer's breach of the foregoing provisions.

In the event that Company has authorized the sale, installation or use of Products for nuclear use, neither Company, nor its subcontractors, suppliers or employees will be liable for any loss of, damage to, or loss of use of any property, including Buyer's or end user's property, or for any such loss, damage, loss of use, injury or illness which arises out of or results from a nuclear incident or a precautionary evacuation in anticipation of such incident (whether or not such incident occurs), or for damages caused by reason of unavailability of plant, plant outage, plant shutdowns or service interruptions, loss of use of equipment or power systems, loss of profits or revenues, cost of purchased or replacement power, cost of capital, claims of customers of Buyer or from any nuclear risk or hazard. Buyer waives and will require its insurers to waive all rights of recovery against Company and its subcontractors, suppliers and employees on account of such loss, damage, loss of use, injury or illness. Buyer shall be responsible for, and shall indemnify and hold harmless Company and its subcontractors, suppliers and employees (including with respect to attorney's fees, investigative costs, and other defense expenses) from all claims by any third party resulting from any cause including the negligence of Company, its subcontractors, suppliers and employees and which arise out of any nuclear incident, precautionary evacuation in anticipation thereof, or any on-site property damage at the end use location.

19.2 RIGHTS AND OBLIGATIONS

19.2.1 If the Buyer provides the Company with Personal Information, the Buyer will ensure that it has the legal right to do so. The Buyer will notify the individuals whose Personal Information it has provided to the Company prior to providing it to the Company.

19.2.2 The Company may share Personal Information with the Company's service providers in accordance with applicable data privacy laws and with appropriate protections.

19.2.3 The Company may store Personal Information on servers located and accessible globally by United Technologies Corporation (the Company's parent company) entities and their service providers with appropriate protections in place.

19.2.4 If the Company processes Personal Information under this contract, the Company will retain the Personal Information for the term of this contract and thereafter as required under this contract, to protect the Company's legal rights, or as required or permitted by law or audit requirements. If the Company processes Personal Information for purposes separate and apart from this contract, the Company serves as a controller and assumes legal obligations as a controller, including for defining the appropriate retention period.

19.2.5 If the Personal Information is involved in a Data Breach Incident (set of circumstances that involve actual or a reasonable possibility of unauthorized access to or possession of, or the loss or destruction of, Personal Information), the party on whose system the data was stored is responsible for any notifications and associated costs. Unless prohibited by law or a regulator with jurisdiction over a party, the notifying party shall make reasonable efforts to coordinate with the other party to allow input into the notification before it is made.

19.2.6 While performing under this contract, if a party learns of any: (i) complaint or allegation indicating a violation of the applicable data privacy laws regarding Personal Information; (ii) request from one or more individuals seeking to access, correct, or delete Personal Information; or (iii) inquiry or complaint from one or more individuals in relation to the processing of Personal Information, the party will exercise reasonable efforts to promptly notify the other party in writing, except to the extent prohibited by law, law enforcement, or a regulator with jurisdiction over such party. The parties shall provide reasonable commercial assistance to each other in investigating the matter, identifying the relevant information, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings.

19.3 CREDITWORTHINESS CHECKS

In order to process a Buyer's Order the Company will supply information including a Customer's personal information to credit reference agencies ("CRAs") and they will give the Company information about a Buyer, such as about financial history. The Company does this to assess creditworthiness and product suitability, check identity, manage a Buyer's account, trace and recover debts and prevent criminal activity. The Company will also continue to exchange information about a Customer with CRAs on an ongoing basis, including about settled accounts and any debts not fully repaid on time. CRAs will share that information with other organizations. The identities of the CRAs, and the ways in which they use and share personal information, are explained in more detail at <http://www.experian.co.uk/crain/index.html>

20. BREXIT EVENTS

The Company shall notify the Buyer should it suffer any adverse impact on the contract occurring at any time following UK's decision to cease to be a member state of the European Union as a result of a Brexit Event. A "Brexit Event" shall include but not be limited to:

- (a) Changes in law;
- (b) Increases in costs, fluctuating exchange rates, tariffs or other duties tax or levy imposed on exports or imports, changes to pricing of products or services incurred by the Company in performing the contract since the price of the product or service was agreed;
- (c) Restrictions on the ability to perform the obligations under the contract;
- (d) Changes or new requirements for licenses or consents;
- (e) Delays in export or import of products or services due to controls, processes or restrictions;
- (f) Any other change to the business or economic environment in which the Company operates that may be unforeseen at the date of the contract.

Following such notice the Company shall be entitled to adjust the prices and any other charges, after taking all reasonable steps to mitigate any additional costs and expenses, from the date of receipt of such notice so that the Company is financially no worse off than if the Brexit Event had not occurred

In addition it is further agreed that the Company shall have no liability for any delays to programme or delivery or any penalties costs or damages that are associated with any programme or delivery in the event that such delay is caused by a Brexit Event.

21. MISCELLANEOUS PROVISIONS

21.1. Each clause of these Conditions shall be construed as a separate condition. Should any provision hereof be found to be invalid or unenforceable or an unreasonable restriction of the Company's liability then such provision shall apply with such modification as may be necessary to make it valid and effective.

21.2. Failure or delay by the Company to enforce any provision of these Conditions will not be deemed to be a waiver of any of Company's rights.

21.3. The Buyer shall not assign the benefit of a confirmed order to a third party without the Company's prior written consent.

22. APPLICABLE LAW & JURISDICTION

These Conditions are to be construed according to the laws of England and Wales. The application of the Convention of the United Nations of April 11, 1980 on Contract for the International Sale of Products is hereby excluded. Any dispute which may arise in connection with these Conditions shall be referred to the competent English Courts unless the Company elects to refer the matter to the Courts of the Buyer's domicile.