



**SUMITOMO ELECTRIC EUROPE LTD**

220 Centennial Park, Centennial Avenue, Elstree, Herts. WD6 3SL, United Kingdom.  
Registered in England No. 3166149 VAT No. 244 6116 77 WEEE No WEE/KE0045SY

Tel: +44 (0)20 8953 8118 / www.sumielectric.com

Sumitomo Electric Europe Ltd - General Terms & Conditions of Sale - August 2023

**1. INTERPRETATION AND APPLICATION**

1.1 In these Conditions of Sale

- (a) "Seller" shall mean Sumitomo Electric Europe Ltd, 220 Centennial Park, Centennial Avenue, Elstree, Herts. WD6 3SL, United Kingdom and includes all subsidiaries and branch offices.
  - (b) "SEI" shall mean Sumitomo Electric Industries, Ltd., a company registered in Osaka, Japan
  - (c) "Buyer" shall mean any person firm or company who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller or who buys or agrees to buy the Goods from the Seller
  - (d) "Conditions" means the terms and conditions of sale set out below and any special terms and conditions agreed in writing by the Seller
  - (e) "Contract" shall mean any and all contracts for the sale of Goods by the Seller to the Buyer (and where appropriate, references to the Contract shall mean the Contract, the Seller's sales order acknowledgement, these Conditions and any Special Conditions).
  - (f) "Special Conditions" shall mean all specific Conditions if any relating to the Goods (including but not limited to descriptions, prices and the place and time of delivery) contained in or referred to in the Seller's written Order Acknowledgement Form. If there is any conflict between these conditions and the Special Conditions the Special Conditions shall prevail
  - (g) Terms of carriage such as "ex-works", "CIP" and "FCA" shall be construed according to the definition of such terms contained in the ICC Uniform Rules for the Interpretation of Trade Terms ("Incoterms") 2020 or the most recent updated version of Incoterms as published by the ICC.
  - (h) "Software" shall mean any computer program used as part of the Goods and "Goods" in Condition 7 excludes Software.
  - (i) A "Working Day" shall mean Monday to Friday inclusive excluding any bank holidays in the Seller's country.
  - (j) "Goods" shall mean any goods, components, products, parts or other items which the Seller agrees to sell to the Buyer
  - (k) Any reference to a statute or provision of a statute shall be construed as a reference to that statute or provision as amended or re-enacted or extended at the relevant time
  - (l) The headings are for convenience only and shall not affect the interpretation of these Conditions.
- 1.2 These Conditions shall apply to any contract between the Seller and the Buyer for the sale by the Seller to the Buyer of any Goods to the exclusion of all other terms and conditions which the Buyer may purport to apply under any purchase order, confirmation order or similar document, or which are implied by law, trade custom, practice, or course of dealing.

**2. ORDERS**

- (a) All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- (b) No quotation issued by the Seller shall constitute an offer to supply Goods or be binding on the Seller but the terms contained in any quotation (including prices) will normally remain fixed if a Contract is made within 30 days of the date of the quotation
- (c) The Seller will be under no liability for any order received until the order is accepted by the Seller in writing on its Order Acknowledgement Form and signed by a duly authorised representative of the Seller at which time a contract will be formed between the Seller and the Buyer. Receipt of the Seller's sales order acknowledgement by the Buyer shall be deemed to be conclusive evidence of the Buyer's acceptance of these Conditions.
- (d) The Contract may only be cancelled with the Seller's written consent given by a duly authorised representative
- (e) The giving of consent in accordance with (d) above shall not in any way prejudice the Seller's right to recover from the Buyer full compensation for any loss or expense arising from such cancellation or variation.
- (f) No variation of or addition to the Contract shall be binding unless expressly agreed or confirmed in writing on the Seller's behalf by a Director or other duly authorised officer of the Seller.

**3. PRICES**

- (a) The price shall be the Seller's quoted price which, subject to the remaining provisions of these Conditions, shall be binding on the Seller provided that the Buyer shall accept the Seller's quotation within 30 days or in accordance with the time limit stated in the Seller's quotation. The price is exclusive of VAT which shall be due at the rate ruling on the date of the VAT invoice.
- (b) Unless otherwise stated in the Special Conditions prices for the Goods are the Seller's ex-works prices and do not include and shall be for the account of the Buyer:-
  - (i) Sales taxes;
  - (ii) Insurance premiums;
  - (iii) The cost of loading, unloading and installation;
  - (iv) Any special packing or alterations to the Goods required by the Buyer and agreed to by the Seller in writing;
  - (v) Customs, import or export duties, fees, charges, freight, freight surcharges or other levies;



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- (vi) Transport.
- (b) The Seller reserves the right, to invoice the Buyer for Goods delivered in instalments after each such instalment has been delivered and the provisions of these terms and Conditions shall apply in full to such invoices as if each such instalment was a separate Contract.
- (c) The Seller reserves the right by giving notice to the Buyer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, any changes in delivery dates, quantities or specifications for the Goods which is requested by the Buyer or a delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instruction.

**4. PAYMENT**

- (a) Payment of the price and VAT for the Goods shall be made in the currency and to the bank account stated in the Seller's quotation without deduction or set off within thirty days after the date of the invoice (the due date). The Seller shall be entitled to recover the price notwithstanding that delivery may not have taken place and property in the Goods has not passed to the Buyer. The Seller shall not be bound to deliver the Goods until the Buyer has paid for them, but if the Seller delivers Goods which have not been paid for, the delivery shall be subject to Condition 7(a). Time of payment of the price shall be of the essence of the Contract.
- (b) Failure by the Buyer to pay the Seller by the due date or in accordance with the provisions of these Conditions, shall entitle the Seller, without prejudice to its rights to damages, to suspend any outstanding deliveries or to cancel the Contract and / or appropriate any payment made by the Buyer to such of the Goods (or goods supplied under any other contract with the Buyer) as the Seller may in its sole discretion think fit.
- (c) In addition to the Seller's rights under Condition 7(b) the Seller shall be entitled to charge interest on any amounts outstanding (both before and after judgement) at the rate of 4 per cent above the base rate of Barclays Bank plc for the time being in force.
- (d) If so requested by the Seller payments shall be made by letter of credit in which event all costs including bank charges shall be for the account of the Buyer and all letters of credit shall be:-
  - (i) In favour of the Seller;
  - (ii) Consistent with the provisions of these terms and conditions;
  - (iii) In sufficient amounts and for the period necessary to meet with all payment obligations hereunder;
  - (iv) Irrevocable;
  - (v) Issued by a Bank nominated by the Buyer and advised to and (if so requested by the Seller) confirmed by a Bank in London acceptable to the Seller within thirty days after the date of the Contract; and
  - (vi) Subject to the edition of the ICC Uniform Customs and Practice for Documentary Credits in force at the time a contract is made.

**5. INSPECTION AND TESTING**

The Goods will be inspected and tested by the Seller in accordance with the Seller's normal routines for the Goods concerned prior to despatch, no further charge being made for such inspection and testing. Any further tests required by the Buyer shall be carried out at the Buyer's cost. In the event that the Buyer or its representative or agent wishes to attend such further testing, the Seller will proceed with such testing in the Buyer's absence if the Buyer or its agent or servant fails to attend at the appointed time and place.

**6. DELIVERY AND PASSING OF RISK**

- (a) The Goods shall be delivered to or made available for collection by the Buyer on the delivery date to the location set out in the Order Confirmation or such other location as the parties may agree, where delivery shall be completed. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. The delivery date can only be changed with the Seller's written consent given by a duly authorised representative.
- (b) Risk in the Goods passes to the Buyer on delivery in accordance with the specific Incoterms 2020 (or the most recent updated version of Incoterms as published by the ICC) set out in the Special Conditions.
- (c) Unless otherwise agreed in the Special Conditions, delivery shall always be made EXW.
- (d) The Seller will use all reasonable efforts to deliver the Goods in accordance with the times specified in the Special Conditions but failure to comply with such times shall not constitute a breach of this agreement and time for delivery shall not be of the essence of the Contract.
- (e) Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) on the delivery date, the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within three months after the delivery date. If the Seller fails to deliver the Goods within 20 working days of the delivery date, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. This shall be the only liability due to late delivery or failure to deliver. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Supplier with adequate delivery



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instructions or any other instructions that are relevant to the supply of the Goods or any breach of these Conditions by the Buyer.

- (f) In the event that the Buyer fails to take delivery of any Goods at the place and time specified by the Contract, the Seller may without prejudice to any other remedies the Seller may have by reason of such failure by the Buyer (i) recover from the Buyer any extra expenses (such as additional storage charges incurred by reason of the Buyer's failure as aforesaid and insurance) and (ii) in the case of overseas sales, any demurrage accruing at the port of discharge shall in all circumstances be for the account of the Buyer and the Buyer shall, if required to do so, indemnify the Seller against any claims for such demurrage.
- (g) The Seller shall pack Goods suitably for transportation to such destination as shall be designated in the Special Conditions and shall if requested by the Buyer arrange for freight and insurance to such destination.
- (h) Where the Special Conditions specify that the Goods are to be delivered in instalments of scheduled quantities, the following provisions shall apply:
  - (i) Unless otherwise notified to the Seller by at least three clear calendar months prior notice in writing the scheduled quantities are exact quantities ("the Exact Quantities") and will be delivered to the Buyer accordingly. It is therefore the case that quantities for delivery within the first three complete calendar months after the date of the Contract are Exact Quantities in any event.
  - (ii) Notwithstanding any alterations made in the scheduled quantities the total quantity set out in the Special Conditions is fixed and the scheduled quantity for delivery as the final instalment shall comprise the outstanding total of such quantity not already delivered to the Buyer.
  - (iii) Each delivery shall constitute a separate Contract and failure to deliver any one or more instalments in accordance with these Conditions or any claim by the Buyer in respect of one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated or to cancel any other instalment. The failure of the Buyer to pay for one or more at the said instalments at the Goods on the due date shall entitle the Seller (at the sole option of the Seller) to without notice, suspend further deliveries of the Goods pending payment by the Buyer and/or treat the Contract as repudiated by the Buyer.
- (i) The Buyer shall promptly obtain all necessary import licenses, clearances and other consents necessary for the purchase of the Goods. The Seller shall upon request supply all documents reasonably required by the Buyer for this purpose. Should the Seller or the Seller's agent be unable to obtain any relevant licenses, clearances, permit and / or other consents despite using reasonable endeavours to do so, the Seller may cancel the Contract with immediate effect and no liability beyond any pre-payment made by the Buyer.
- (j) The Seller may cancel the Contract at any time before the Goods are delivered by giving written notice to the Buyer. On giving such notice, the Seller shall promptly repay to the Buyer any sums paid in respect of the price for the Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.

**7. TITLE**

- (a) Notwithstanding delivery to the Buyer legal and beneficial ownership in the Goods shall remain with the Seller, including all goods and items resulting from any incorporation of the Goods or affixing of the Goods to other goods or equipment, until the Buyer has paid the price payable in respect of the Goods ("the Value") and the price for all other goods which the Seller has agreed to sell to the Buyer and for which payment is due.
- (b) Until such payment, the Buyer shall take all necessary measures for the protection of the Goods which includes, the maintenance of the Goods in satisfactory condition and keeping them insured against all risks with a reputable Insurance Company for an amount at least equal to the Value and the Goods shall, unless otherwise agreed in writing to the contrary by the Seller, be clearly marked, and stored separately, as being the property of the Seller. The Buyer must allow the Seller access to the Buyer's premises to verify that these actions have been completed to the Seller's satisfaction.
- (c) Notwithstanding Condition (a) hereof the Buyer may sell the Goods to a third party in the ordinary course of the Buyer's business. The Buyer holds the Goods until payment of the Seller as bailee for the Seller and the relationship of bailor and bailee is created as between the Seller and the Buyer. The Buyer shall immediately upon such sub-sale supply to the Seller (if so requested) in writing the name and address of the sub-purchaser and the date and contract price of each delivery. The Seller shall be entitled to inform the sub-purchaser of its interest in the Goods and the proceeds of the sale thereof. The proceeds of the sub-sale of any Goods in which the Seller has retained ownership shall be received by the Buyer in trust for the Seller and the same shall be promptly paid over by the Buyer to the Seller, but nothing herein contained shall entitle the Seller to more than the Value.
- (d) On the happening of any of the events set out below, the Buyer's authority to sell the Seller's Goods in accordance with sub-paragraph (c) above shall be withdrawn.
- (e) If any one of the events referred to below occurs, notice thereof is to be given immediately to the Seller by the Buyer. Furthermore, all Goods which are the property of the Seller and are in the possession of the Buyer shall be delivered immediately to the Seller. Without prejudice to the Seller's duty to make delivery as aforesaid the Seller upon receiving notice from whatever source of the happening of any one of the said events shall also have the right during normal business hours to enter upon the said land or buildings of the Buyer to take possession of the Seller's Goods and the Buyer grants to the Seller an irrevocable licence for this purpose. The Buyer, if at any time required to do so by the Seller, shall formally assign to the Seller the



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benefit of any claims arising from the resale of the Seller's Goods by the Buyer and shall furnish to the Seller full particulars or any information in respect of such claims. The events referred to above are:-

- (i) if a receiver or manager or administrative receiver or administrator is to be or has been appointed of the Buyer or of any of its property or assets;
  - (ii) if the Buyer goes into liquidation (save for the purposes of a reconstruction or amalgamation);
  - (iii) if the Buyer makes any voluntary arrangement with its creditors;
  - (iv) if the Buyer becomes bankrupt; or
  - (v) if the Buyer be a person, Company or firm domiciled, incorporated or constituted outside England, any of the events equivalent to those stated above in the relevant jurisdiction;
  - (vi) any failure by the Buyer to deliver up Goods immediately on request made by the Seller;
  - (vii) if the Buyer ceases or threatens to cease to carry on business.
- (f) The Buyer shall not save as above create or allow to be created any right in the Goods in favour of any third party. If the Buyer breaches any of the provisions of this sub-paragraph the Value shall immediately and notwithstanding any contractual term to the contrary become payable.
- (g) Until the payment specified in sub-Condition (a) hereof the Buyer will not save as permitted in sub-Condition (c) hereof dispose of charge pledge or deal in any way with any of the Goods but will store the same taking the safeguards specified in sub-Condition (b) hereof.

**8. SOFTWARE**

- (a) In this Condition 8 and in condition 12 "SEI's Software" shall mean Software of which the legal and beneficial owner is SEI and which is not licensed to the Seller by a third party and "Licensed Software" shall mean Software which is licensed to the Seller by a third party.
- (c) Legal and beneficial ownership in SEI's Software shall at all times remain with SEI.
- (d) The Seller hereby grants to the Buyer a non-exclusive licence to use SEI's Software with the other Goods the subject of the Contract (and only with the Goods the subject of the Contract) which licence automatically terminates upon cessation of such use.
- (e) The Buyer may assign its licence to use SEI's Software to a third party in the ordinary course of the Buyer's business but the Buyer shall in every such case make it a condition of such assignment that the assignment is personal to the third party and is not assignable and that the terms of sub-Conditions (a) to (c) inclusive and (f) of this Condition 8 shall apply to the third party.
- (f) The Special Conditions shall set out details of any Licensed Software and (if the same is being supplied by way of sub-licence to the Buyer by the Seller) the terms of any sub-licence (including the terms upon which the Buyer may assign such sub-licence).
- (g) The Buyer agrees to notify the Seller in writing immediately the Software (whether SEI's or Licensed) or any part thereof is stolen, damaged beyond repair or used in an unauthorised manner or otherwise infringed.

**9. NOTIFICATION OF LOSS OR DAMAGE ON ARRIVAL / DELIVERY**

- (a) The Buyer shall examine the Goods on arrival at the Buyer's premises or on delivery (if earlier) for any obvious damage to packaging or shortage and any claim that the Goods are or may have been damaged or have been short delivered must be communicated in writing to the Seller within 5 working days of arrival of the Goods at the Buyer's premises. For this purpose the Buyer must communicate in writing to the Seller any damage to packaging. Non-delivery must be reported to the Seller within 5 working days of the expected date of receipt.
- (b) If the Buyer fails to give notice in accordance with this Condition, the Buyer shall be bound to pay for, and shall lose any right to make a claim, in respect of such non-delivery, short delivery or loss or damage covered by this Condition. If notice is given the Buyer shall not be entitled to reject the Goods until the Seller has been given a reasonable opportunity to inspect them and, if required, to remedy the problem within a reasonable period.

**10. FORCE MAJEURE**

- (a) The Seller shall not be in breach of the Contract or be responsible for any failure or delay or default of or in performance of any part of the Contract insofar as the same is caused directly or indirectly by the occurrence of events beyond the Seller's control (i.e.. a Force Majeure Event), including but not limited to acts of God, war, riots, strikes, blockade, epidemic, pandemic or any other happenings generally comprehended by the term force majeure.
- (b) Should such conditions prevail for 30 days or more, the Seller shall have the right to cancel forthwith all or any part of the Contract at any time by giving notice of cancellation to the Buyer, without any liability for loss or damages caused thereby.

**11. SPECIFICATIONS**

- (a) Published specifications, drawings, descriptions, photographs, measurements or capacities are approximate only and shall not form part of the Contract. No statement, description, information, warranty, condition or recommendation contained in any catalogue price list advertisement or communication or made verbally by any of the agents or employees of the Seller shall be construed to enlarge vary or override in any way any of these Conditions unless otherwise provided herein and shall not be binding on the Seller.



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- (b) The Seller will endeavour to ensure that the Goods comply in material respects with any specifications relating to them current at the time of delivery of the Goods which are expressly referred to in the Contract but reserves the right to alter the specification of the Goods at any time where necessary to conform to any safety or statutory requirement or to incorporate improvements in the Goods or which does not materially affect the quality or performance of the Goods. Any such specifications, drawings, descriptions, photographs or measurements not entirely in the public domain are confidential to the Seller and must not be disclosed to any third party.

**12. WARRANTY**

- (a) The Seller warrants that Goods (which term shall in this Condition 12 exclude SEI's software) which are manufactured by SEI shall be free from defects in material and workmanship for a period of 12 months from the date of shipment, or delivery whichever shall be earlier, provided written notification of any defect is given promptly to the Seller after its discovery and in any event not later than the end of such warranty period. Time shall be of the essence in respect of notification of all claims. This warranty shall not apply to defects that would have been evident or should have been evident if the Buyer had carried out a reasonable inspection and notified the Buyer in accordance with Condition 9(a).
- (b) With regard to SEI's software, the Buyer acknowledges that Software in general is not error free and agrees that the existence of such errors shall not constitute a breach of these Conditions of Sale or of the Special Conditions. In the event that the Buyer discovers a material error in SEI's Software which substantially affects the Buyer's use of the same and the Buyer notifies the Seller of the error within 30 days after its discovery and in any event not later than the end of the warranty period referred to in Condition 12(a) above the Seller shall at its sole option either use all reasonable endeavours to correct by patch or new release (at its option) that part of SEI's Software which contains the error or refund to the Buyer the amount paid to the Seller by the Buyer for SEI's Software PROVIDED THAT such error in SEI's Software has not been caused by any modification, variation or addition to SEI's Software not performed by the Seller or caused by incorrect use abuse or corruption of SEI's Software or by use of SEI's Software with other software or on equipment with which it is not compatible.
- (c) In respect of Goods not manufactured by SEI the Seller shall assign for the benefit of the Buyer such rights (including guarantee or warranty rights) as the Seller has against such manufacturer and which it is able to assign but shall not be liable for such Goods beyond this sub-Condition.
- (d) The Seller reserves the right to require that all faulty Goods be returned to the Seller at the cost of the Buyer. The repaired or replacement Goods will be delivered free of charge by the Seller to the Buyer's premises referred to in the Special Conditions. Where Goods are repaired or replaced under this Condition the warranty period which shall apply to the repaired or replacement Goods for the purpose of Condition 12(a) above shall commence on the date of shipment or delivery (as the case may be) of the original Goods.
- (e) The Seller's sole obligation under Conditions 12 and 13 shall be at its option to repair or replace Goods or any part thereof. The Seller's liability under Conditions 12 and 13 shall be in lieu of any warranty or condition express or implied, whether by statute or otherwise, including, but without limitation, any implied warranties as to satisfactory quality or fitness for purpose which are hereby excluded.
- (f) In no event may the Buyer make a claim for any reason whatsoever after the Goods have been altered by the Buyer.

**13. NON-WARRANTY REPAIRS**

- (a) This Condition applies to all repairs carried out to Goods where Condition 12(a) does not apply.
- (b) Repairs shall be carried out with all reasonable skill and care, the warranty period on parts provided in the course of such repair shall be ninety (90) days from the date of installation of such parts into the Goods by the Seller.
- (c) The Buyer shall pay for such repairs as set out in the Special Conditions.
- (d) The Seller shall notwithstanding any other Condition or Special Condition, be entitled to retain possession of the Goods until payment has been made in full.
- (e) In this Condition risk of loss or damage to the Goods shall be borne by the Buyer except for the time when the Goods are on the Seller's premises when such risk of loss or damage shall be borne by the Seller.
- (f) Condition 12(e) shall apply to repairs carried out under this Condition.

**14. LIMITATION OF LIABILITY**

The Seller shall be liable for:-

- (i) Death or personal injury arising from the Seller's proven negligence, and
- (ii) The repair or replacement of Goods in accordance with the obligations contained in Condition 12 or 13 above (as the case may be), and
- (iii) Loss caused by any fraudulent misrepresentation made by the Seller.

The Seller hereby expressly excludes and shall not be responsible for any other loss or damage or liability arising out of or in connection with the Contract whether direct or indirect or consequential and whether or not caused by the Seller's negligence including but not limited to loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill or other economic loss costs, expenses or other claims for compensation whatsoever (or liability to third parties incurred by the Buyer arising out of breach by the





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Seller of the Contract or the negligence of the Seller, its employees or agents or otherwise) and the Buyer shall indemnify and keep the Seller indemnified against any claims made against the Seller by third parties in respect of any such loss or damage or liability. The entire liability of the Seller under the Contract shall not in any event exceed the value of the Seller's invoice to which the claim relates.

**15. PATENTS**

The Seller knows of no proven infringement of third party rights in the Goods by way of patent registered design trade mark or trade name copyright or other intellectual property rights but the Goods are sold subject to any such rights as may exist.

**16. ACCESS**

Where the Seller is to carry out work or operations upon the Buyer's premises or other premises at the direction of the Buyer then the Buyer must ensure that the premises and any machinery involved and all other arrangements affecting the work or operations are ready by the time scheduled for the Seller to enter upon the premises to commence such work or operations and the Buyer undertakes that there will be no delay to the works or operations caused directly or indirectly by the premises or machinery or arrangements or the state and condition thereof. If notwithstanding the above delay occurs the Buyer shall pay to the Seller any costs and damages incurred.

**17. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

(a) The Buyer shall not divulge to any person whatsoever or otherwise make use of (and shall use its best endeavours to prevent the publication or disclosure of) any trade secret or confidential information concerning the business affairs, customers, clients or finances of the Seller which may be disclosed to or received by the Buyer during the course of its dealings with the Seller. The Buyer shall not use the Seller's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

(b) No right or license is granted under the Contract to the Buyer under any patent, trademark, copyright, registered design or other intellectual property right except the right to use or remit the Goods. In no case may any trademark other than these applied by the Seller be marked on or be applied in relation to the Goods to be resold by the Buyer.

**18. HEALTH AND SAFETY AT WORK**

The Buyer undertakes to ensure that in relation to any Goods all of the relevant provisions of the laws and regulations relating to health and safety at work and applicable in the Buyer's jurisdiction are complied with. In particular the Buyer undertakes to ensure that any labels or instructions as to the use or storage of any Goods shall be clearly displayed and followed and that adequate information is passed to all persons about the conditions necessary for the safe use and storage of such Goods.

**19. EXPORT CONTROLS AND SANCTIONS**

The Parties agree that any use or sale of products, services, and technical information (including, but not limited to, technical assistance and training) provided under this Agreement must be at all material times in compliance with all applicable export controls including the export controls implemented by the United Nations, the United Kingdom, Japan, the United States, the European Union and its Member States.

The Buyer shall comply at all material times with all applicable trade sanctions (including those imposed by the United Nations, the United Kingdom, Japan, the United States, the European Union and its Member States) and shall not export, import, ship, sell or supply the Goods to a jurisdiction or an individual subject to those sanctions.

If required to enable the relevant Authorities or the Seller to conduct export control checks, the Buyer shall, upon request by the Seller, promptly provide the Seller with all information pertaining to the particular end-customer, the particular destination and the particular intended use of goods, works and services provided by the Seller, as well as any export control restrictions existing.

The Buyer shall indemnify the Seller from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any non-compliance with export control regulations by the Buyer, and the Buyer shall compensate the Seller for all losses and expenses resulting thereof.

**20. TERMINATION**

The Seller may by written notice to the Buyer immediately terminate the whole or any part of all contracts with the Buyer including all outstanding shipments or instalments or all future shipments or instalments or any other contract with the Buyer, unilaterally amend the payment terms for all future shipments or instalments, request that all outstanding payments from the Buyer are due and payable immediately and/or suspend the performance of any or all of the Seller's obligations under all Contracts with the Buyer and/or dispose of or hold any or all of the Goods on the Buyer's account and at the Buyer's risk on the happening of any of the following events:

- 20.1.1 If the Buyer fails to make any payment for the Goods or any other payment due in the manner and within the time prescribed by any Contract;
- 20.1.2 If the Buyer fails to take delivery of any Goods in the manner and in the time prescribed in any Contract;



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- 20.1.3 If the Buyer fails to perform any of its other obligations under any Contract with the Seller or commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
  - 20.1.4 If the Buyer (or any of the Buyer's group companies) takes any step or action in connection with debt restructuring (regardless of the outcome) or if the Seller has reasonable grounds to believe that the Buyer's financial position has or will significantly weaken;
  - 20.1.5 If the Buyer becomes insolvent or if any distress or execution is levied upon any of the Buyer's goods or makes or offers to make any arrangement or composition with creditors or becomes bankrupt or is unable to pay its debts as they fall due or if being a limited company any resolution or petition or similar motion to wind-up the Buyer shall be passed or presented or goes into liquidation or if a receiver, administrator or administrative receiver or manager shall be appointed over the whole or any part of the Buyer's business or assets or if the Buyer shall suffer any analogous proceedings under foreign law;
  - 20.1.6 If the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business for any reason whatsoever; or
  - 20.1.7 If the Buyer fails to carry out any of its obligations under any other contract made with the Seller.
- 20.2 In addition to the right of the Seller specified in Condition 20.1 above, the Seller may on the occurrence of any of the events specified in that Condition postpone the performance of any or all of its obligations under the Contract or any other contract with the Buyer and the Buyer shall be liable for any expenses (such as additional storage charges incurred by the Seller by reason of such postponement).
- 20.3 Termination or postponement of the Contract pursuant to the foregoing provisions shall be without prejudice to any other rights or remedies of the Seller.
- 20.4 On the termination of the Contract for any reason, the Buyer shall immediately pay all to the Seller all of the Seller's outstanding unpaid invoices together with interest thereon and any other indebtedness owing to the Seller under any and all contracts with the Buyer shall become immediately due and payable.
- 20.5 Termination or postponement of the Contract pursuant to the foregoing conditions shall be without prejudice to any other rights or remedies of the Seller, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination. The Buyer shall be liable to the Seller for any loss and damage including consequential loss caused thereby.
- 20.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

**21. REJECTION OF ALTERNATIVE CONDITIONS**

The Sellers terms and conditions of sale shall prevail over the Buyers terms and conditions.

**22. NOTICES**

All notices required to be served by one party upon the other shall be in writing and served on the other at its registered business address. Any notice shall be deemed to have been received (i) if delivered by hand, at the time the notice is left at the proper address; (ii) if sent by first-class post, at 9.00 am on the second Business Day after posting; (iii) if sent by email during business hours on a day that is not a public holiday in the place of receipt (in relation to notice given by the Seller only). This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**23. WAIVER AND SEVERANCE**

- (a) Any indulgence granted by the Seller to the Buyer and any failure by the Seller to insist upon strict performance of these terms and conditions shall not be deemed to be a waiver of any of the Seller's rights or remedies nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- (b) The invalidity in whole or in part of any Condition in these terms and conditions shall not affect the validity of the remainder of such Condition or these terms and conditions which shall continue in full force and effect as if such unenforceable or invalid provision shall not have been inserted in the Contract.

**24. SUB-CONTRACTING**

The Seller may assign, transfer, license or sub-contract all or any part of its rights and obligations under the Contract without the Buyer's consent. The Buyer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Seller.

**25. GOVERNING LAW**

The validity, construction and performance of the Contract shall be governed by English law.



**SUMITOMO ELECTRIC EUROPE LTD**

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**26. DISPUTES**

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this Condition. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England.

**27. COMPLIANCE WITH LAWS**

The Buyer warrants that it operates, and during the term of this Contract continues to operate, in material compliance with all applicable laws, including in particular: anti-bribery and corruption; antitrust and competition; modern slavery and human trafficking; trade sanctions; data protection, money laundering and tax evasion (including the failure to prevent the facilitation of tax evasions by a third party pursuant to the Criminal Finances Act 2017, Part 3, which applies to "associated persons"). The Buyer shall not take any action in violation of any applicable legal requirement that could result in liability being imposed on the Seller or its group. To the extent permitted by the applicable laws, regulations, statutes, instructions from a relevant regulatory authority, the Buyer shall notify the Seller if it becomes aware of any actual or suspected non-compliance in connection with this Condition and will give the Seller reasonable assistance in connection with any actions or proceedings which may be initiated as a result of such breach.

**28. DATA PROTECTION**

The parties do not anticipate sharing any personal data. However, in the unlikely event that any personal data is transferred as part of the sale of Goods, the parties hereby warrant that they shall only process such data in accordance with the EU General Data Protection Regulation and any applicable local data protection law. In the event of the transfer of personal data other than on an exceptional basis i.e. on a regular basis, the parties shall enter a Data Processing Agreement.

**29. CODE OF CONDUCT**

The Sumitomo Electric Group is committed to conducting business in accordance with the SEI Code of Conduct ("Code of Conduct") (see <https://global-sei.com/csr/coc/>) and the Code of Conduct applies to all group employees, officers and directors. The Buyer acknowledges that it has considered the Code of Conduct and any business between the parties shall be conducted with integrity and in a manner consistent with the principles set out in the Code of Conduct.

**30. MODERN SLAVERY**

(a) During the Contract, the Buyer and the Buyer's personnel, shall comply with applicable Modern Slavery Laws; not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015; and, ensure each third party comply with applicable Modern Slavery Laws.

(b) In the performance of the Contract, the Buyer shall not to use any relevant materials, products and services from the country of the Buyer, UK, EU and any other jurisdiction that have been sourced from third Parties using forced or compulsory labour. The Buyer shall promptly notify the Seller in the event that relevant materials, products and services have been sourced from third parties using forced or compulsory labour.

(c) The Buyer shall comply with, and shall procure that its third party suppliers comply with, employment conditions including wage, work environment and occupational health and safety standards in accordance with the laws and regulations in the countries and regions where its third party suppliers are doing business. The Buyer shall not engage in, and shall procure that its third party suppliers shall not engage in, the use of forced labour or child labour, inhumane treatment or discrimination of workers or illegal employment of workers.

(d) The Seller reserves the right to terminate the Contract with the Buyer, if the Buyer fails to commit or fails to adequately demonstrate such commitment to comply with the following obligations:

(i) eradication of modern slavery in its supply chain (incl. where applicable, a failure to comply with a Modern Slavery Action Plan); and

(ii) compliance with Conditions 30 (a), (b) and (c) above.

(e) The Buyer shall indemnify and hold the Seller harmless on demand against and from any and all claims, investigations, requests, demands, charges, actions, notices, proceedings, orders, awards, judgements, damages and compensation and any and all damage, losses, costs, expenses (including the costs of enforcement and/or defence and legal fees and expenses), fines, penalties, injuries and other liabilities suffered or incurred by the Seller in connection with any breach of this Condition by the Buyer or Buyer's personnel, or its third parties.

**31. ENTIRE AGREEMENT**

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.

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