

Standard Terms and Conditions of Sale of Goods and Services

1. INTERPRETATION

1.1 In these Conditions

“Affiliates”	means a subsidiary or holding company of any company or any other subsidiary of such a holding company (the terms “subsidiary” and “holding company” having the meanings assigned under Section 1159, Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee);
“Applicable Laws”	all applicable laws, statutes and regulations from time to time in force.
“Authorised Representatives”	means the authorised representatives of each of the Customer and LFH;
“Business Days”	a day other than a Saturday, Sunday or public holiday in Scotland, when banks in Aberdeen are open for business.
“Conditions”	means the terms and conditions set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Customer and LFH;
“Contaminant”	means any substance which could cause harm to human health or the natural environment;
“Contract”	means the contract between LFH and the Customer for the sale and purchase of Goods or the supply of Services in accordance with these Conditions;
“Customer”	means the person who accepts a Quotation or whose Order is accepted in writing by LFH;
“Delivery”	has the meaning set out in clause 6.1;
“Document”	includes, in addition to a document in writing, any plan, design drawing, data or other image or any other record of any information in any form;
“Electronic Document Interchange System”	means the electronic document interchange arrangements and protocols agreed, established and currently in force between LFH and the Customer;
“Goods”	means the goods (including any instalment of the goods or any parts for them) set out in the Sales Acknowledgement;
“Group”	in relation to a company, that company, any subsidiary or holding company of that company and any subsidiary of a holding company of that company;

“LFH”	means LFH Fluid Control Limited (registered in Scotland under number SC369298) with its registered office at Unit 1 Castle Street, Castlepark Industrial Estate, Ellon, AB41 9RF;
“LFH Group”	means LFH, its Affiliates and its and their respective officers and employees (including agency personnel), but shall not include any member of the Customer’s Group;
“Input Material”	means any Document or other material, and any data or other information provided by the Customer relating to the Contract;
“Order”	means the Customer’s written order for Goods and / or Services subsequently accepted by LFH in writing;
“Output Material”	means any Document or other material and any data or other information provided by LFH relating to the Contract;
“Parties”	means the Customer and LFH;
“Pollutant”	means any harmful or potentially harmful substance which may cause contamination of the air, water, or earth;
“Price”	means the price, exclusive of VAT, payable to LFH by the Customer as detailed in the Sales Acknowledgement or Quotation;
“Quotation”	means LFH’s written quotation for Goods and / or Services;
“Recertification Goods”	means any goods which are returned by the Customer under warranty or any other goods (whether such goods were originally supplied by LFH or otherwise) in respect of which the Customer requires LFH to provide recertification services;
“Sales Acknowledgement”	means LFH’s written acceptance of the Order;
“Services”	means any services set out in the Sales Acknowledgement.

- 1.2 A reference in these Conditions to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.3 Words importing the singular include the plural and vice versa and words importing a particular gender include all genders.
- 1.4 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.5 A reference to **writing** or **written** includes Electronic Document Interchange System, electronic mail, facsimile transmission, and comparable means of communication.

2. BASIS OF CONTRACT AND SUPPLY

- 2.1 LFH shall sell and the Customer shall purchase the Goods and / or Services in accordance with the Contract. These Conditions shall apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course dealing.

- 2.2 The Order constitutes an offer by the Customer to purchase the Goods and / or Services in accordance with these Conditions. The Order shall only be deemed to be accepted when LFH issues a Sales Acknowledgement of the Order, at which point the Contract shall come into existence.
- 2.3 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.4 A Quotation shall not constitute an offer and shall only be valid for the period of time as laid out on the Quotation.
- 2.5 LFH's employees, agents or distributors are not authorised to make any representations concerning the Goods or Services unless confirmed by LFH in writing. In entering into the Contract, the Customer acknowledges that it does not rely on any such representations which are not so confirmed.
- 2.6 Any typographical, clerical, or other error or omission in any sales literature, Quotation, price list, Sales Acknowledgement, invoice or Output Material issued by LFH on whatever medium whether as hard copy, on CD Rom or otherwise shall be subject to correction without any liability on the part of LFH.

3. SPECIFICATION

- 3.1 The Customer shall be responsible for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Customer, and for giving LFH any necessary information (including details of the proposed use or purpose) relating to the Goods and / or Services within a sufficient time to enable LFH to perform the Contract in accordance with its terms.
- 3.2 The quantity, quality and description of the Goods and / or Services and any specification for them shall be as set out in the Quotation and / or Order.
- 3.3 To the extent the Goods are to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify LFH against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by LFH in connection with any claim made against LFH for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with LFH use of the specification. This condition shall survive termination or completion of the Contract.
- 3.4 LFH reserves the right to make any changes in the specification of the Goods and / or Services which are required to conform with any Applicable Laws or, where Goods and / or Services are to be supplied to LFH's specification, which do not materially affect their quality or performance.
- 3.5 The Customer may submit a written request to vary, amend or cancel an Order, but no variation, amendment or cancellation will come into effect unless it is agreed in writing by LFH. If LFH agree to such variation, amendment or cancellation, the Customer shall be liable for and shall indemnify LFH against all costs reasonably incurred by LFH in fulfilling the Order up until the date of deemed receipt of the amendment, variation or cancellation.

4. PRICE

- 4.1 The Customer shall pay to LFH the Price and any additional sums which are agreed in writing between LFH and the Customer from time to time for the Goods and / or Services.

- 4.2 The Price shall be the price set out in the Sales Acknowledgement, or, if no price is quoted, the price set out in LFH's published price list in force at the date of the Sales Acknowledgement.
- 4.3 LFH may, by giving notice to the Customer at any time before delivery, increase the Price to reflect any increase in the cost incurred by LFH that is due to:
- 4.3.1 any factor beyond LFH's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 4.3.2 any request by the Customer to change the delivery date(s), quantities or types of Goods / Services ordered or the specification of the Goods / Services; or
 - 4.3.3 any delay caused by the instructions of the Customer or failure of the Customer to give LFH adequate or accurate information or instructions.
- 4.4 Unless stated in the Sales Acknowledgement or any LFH price list or otherwise agreed in writing between the Parties, the Price is exclusive of the costs of insurance and transport, which shall be paid by the Customer.
- 4.5 The Price is exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to LFH.

5. CONDITIONS OF PAYMENT

- 5.1 Unless otherwise agreed in writing, LFH shall invoice the Customer when the Goods are notified as available for collection or at any time after delivery of the Goods or completion of the Services.
- 5.2 The Customer shall pay each invoice submitted by LFH:
- 5.2.1 within 30 days of the date of the invoice or in accordance with any credit terms agreed by LFH and confirmed in writing to the Customer;
 - 5.2.2 in full and in cleared funds to a bank account nominated in writing by LFH, and time for payment shall be of the essence of the Contract.
- 5.3 If the Customer fails to make a payment due to LFH under the Contract by the due date, then, without limiting LFH's remedies under the Contract, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.3 will accrue each day at 8% above the Bank of Scotland's base rate from time to time, but at 8% a year for any period when the base rate is below 0%.
- 5.4 In the event that the Customer's procedures require that an invoice be submitted against an order to payment, the Customer shall be responsible for issuing such order before the Goods and / or Services are supplied.
- 5.5 If the Customer fails to make any payment on any due date then, without prejudice to any other right or remedy available to LFH, LFH may suspend or cancel the Contract or any other contract between the Parties or suspend any further deliveries to the Customer.
- 5.6 Pro Forma invoiced amounts shall be due and payable as per terms set out in Quotation and confirmed in the Sales Acknowledgment.

- 5.7 Any third party inspection costs and related charges and/or transport charges incurred by LFH on behalf of the Customer will be recharged on receipt of the third-party invoice. LFH shall apply an admin charge (shown as “**Std Soc Cost**”) on the Sales Acknowledgment and invoice where applicable. Charges are current at date of issue but subject to change.
- 5.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. DELIVERY

- 6.1 Delivery of the Goods shall be made by the earlier of:
- 6.1.1 the Customer collecting the Goods at LFH’s premises.
 - 6.1.2 LFH notifying the Customer that the Goods are ready for collection;
 - 6.1.3 LFH notifying the Customer that the Goods have been booked for collection on Customer’s account; or
 - 6.1.4 if some other place for delivery is agreed by LFH, by LFH delivering the Goods to that place (**Delivery**).
- 6.2 Any dates quoted for delivery of Goods or the supply of Services are estimates only and LFH shall not be liable for any delay in such readiness or performance however caused. LFH will notify the Customer of any such delay as soon as is reasonably practicable and the Parties shall arrange a revised delivery date. Time for delivery shall not be of the essence of the Contract. Goods or Services may be delivered / supplied by LFH in advance of any quoted delivery date on giving reasonable notice and acceptance by the Customer.
- 6.3 Where LFH organises delivery of Goods on behalf of the Customer on the Customer’s account, for the benefit of doubt, from the point of collection, the Customer has sole responsibility for the Goods in transit and will be liable for any Goods damaged or lost in transit. The Customer shall still pay to LFH the outstanding monies as per the Contract.
- 6.4 In reference to Condition 6.3, any Goods lost, damaged or destroyed in transit require to be paid immediately and a new Order created prior to any replacement Goods being shipped.
- 6.5 If the Customer fails to give LFH adequate delivery instructions or fails to take delivery of/or collect the Goods at the time stated (otherwise than by reason of any cause beyond the Customer’s reasonable control or by reason of LFH’s fault) then, without limiting any other right or remedy available to LFH, LFH may:
- 6.5.1 store the Goods until actual delivery/collection and charge the Customer a day rate for the reasonable costs (including insurance) of storage; or
 - 6.5.2 sell the Goods at the best price readily obtainable.

7. RETURNS POLICY

- 7.1 Subject to LFH’s prior written agreement and the following provisions, the Customer may, within 28 Business Days of receipt, return unopened and unused Goods to LFH’s premises provided such Goods have not been discontinued nor purchased or manufactured to meet a specific requirement.

- 7.2 When returning Goods, the Customer must include documentation detailing: -
- 7.2.1 Customer details;
 - 7.2.2 Order or Quotation number;
 - 7.2.3 a description and quantity of the Goods being returned; and
 - 7.2.4 reason for the return of the Goods.
- 7.3 Where Goods are returned under this Condition 7 and subject to Condition 10.6, LFH will provide credit, less a 25% re-stocking charge to the Customer's account.
- 7.4 Subject to the Condition 10, the Customer shall not be authorised to return the Goods in a used condition, unless otherwise agreed in writing between the Parties. In the event that the Goods are being returned in a used condition, then upon receipt of such Goods at LFH's premises and prior to off-loading, LFH may visually check any Goods and if such Goods are found or suspected to be Contaminated, then at LFH's sole discretion, such Goods may be rejected. "**Contaminated**" being the presence of any substance with the potential to cause harm or damage to health, the environment or equipment.
- 7.5 Should LFH accept the Goods and thereafter it is discovered that the Goods are Contaminated then LFH reserves the right to arrange for the Contaminated Goods to be appropriately cleaned at the Customers cost.
- 7.6 LFH shall not be liable at any time, irrespective of any sole, joint or concurrent negligence, breach of contract, breach of warranty, or breach of duty (statutory or otherwise), for the escape of any contaminant while the Goods are in transit or at LFH's premises.

8. INTELLECTUAL PROPERTY

- 8.1 Subject to Condition 8.2, all intellectual property rights including but not limited to copyright and design rights in:
- 8.1.1 any Input Material shall belong to the Customer or any relevant third party subject to LFH's right to use the Input Material in the provision of the Contract and subject to Condition 8.1.2; and
 - 8.1.2 any Output Material shall, unless otherwise agreed in writing between the Parties, belong to LFH, subject only to the Customer's right to use the Output Material for the purposes specified in the Contract, such right being subject to receipt by LFH of the Price and any further charges and costs relating to the Service.
- 8.2 Save where disclosure is required to be made by LFH in the provision of any Service, any Input Material provided by the Customer which is so designated by the Customer and any Output Material shall be kept confidential by LFH, and all Output Material provided by LFH which is so designated by LFH shall be kept confidential by the Customer; but the foregoing shall not apply to any Document, other material, or other information which is public knowledge at the time when it is so provided by either party, or which becomes public knowledge through no fault of the other party.

9. TITLE AND RISK

- 9.1 Risk of damage to or loss of the Goods shall pass to the Customer on Delivery.

- 9.2 Notwithstanding Delivery and the passing of risk in the Goods, or any other provision of these Conditions, title in the Goods shall not pass to the Customer until LFH has received in cash or cleared funds payment in full of the Price and the price of any other Goods agreed to be sold by LFH to the Customer for which payment is then due.
- 9.3 Until ownership of and title to the Goods has passed to the Customer (and provided the Goods are still in existence and have not been resold) LFH may, at any time, require the Goods to be returned failing which LFH shall be entitled to enter the Customer's premises, or those of any third party where the Goods are stored to take possession of the Goods without prejudice to the Customer's obligation to make payment for the Goods and to any other rights available to LFH by statute or at common law.
- 9.4 Until ownership of and title to the Goods has passed to the Customer, 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 LFH, but if the Customer does so all monies owing by the Customer to LFH shall (without prejudice to other right or remedy of LFH) become immediately due and payable.

10. WARRANTIES AND LIABILITY

- 10.1 Subject to the following provisions, LFH warrants that the Goods will correspond with their specification at the date of Delivery and will be free from defects in material and workmanship for a maximum period of 24 months from such date.
- 10.2 The above warranty is given by LFH subject to the following conditions:
- 10.2.1 LFH shall have no liability for any defect in the Goods arising from any Input Material supplied by or on behalf of the Customer;
- 10.2.2 LFH shall have no liability for any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow LFH's instructions (whether oral or written), failure caused by improper installation of Engine and pipework in line with engine manufacturer's specification and guidelines which would affect the designed functions of the Goods supplied by LFH, misuse or alteration or repair of the Goods without LFH's approval or failure to use the Goods in accordance with the proposed use or purpose;
- 10.2.3 LFH shall have no liability under the above warranty (or any other warranty, condition or guarantee) if the Goods have not been paid within the agreed payment terms;
- 10.2.4 unless otherwise agreed in writing by LFH, the above warranty does not extend to parts, materials or equipment not manufactured by LFH, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to LFH.
- 10.3 Subject as expressly provided in these Conditions, or where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, terms or other conditions implied by statute or common law are excluded to the fullest extent permitted by law.
- 10.4 Where Goods are sold under a consumer transaction (as defined by the Sale of Goods Act 1979) the Customer's statutory rights are not affected by these Conditions.
- 10.5 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be

notified to LFH within five Business Days from the date of receipt by the Customer or (where the defect or failure was not apparent on reasonable inspection) within five Business Days after discovery of the defect or failure. If Delivery is not refused, and the Customer does not notify LFH accordingly, the Customer shall not be entitled to reject the Goods and LFH shall have no liability for such defect or failure, and the Customer shall be bound to pay the Price as if the Goods had been delivered in accordance with the Contract.

- 10.6 Where a valid claim in respect of any of the Goods which is based on a defect in the quality or condition of the Goods or their failure to meet specification is notified to LFH in accordance with these Conditions, LFH may replace the Goods (or the part in question) free of charge or, at LFH's sole discretion, refund to the Customer the Price (or a proportionate part of the Price), in which case LFH shall have no further liability to the Customer.
- 10.7 LFH warrants to the Customer that any Services provided under the Contract will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Contract and at the intervals and within the times referred to therein.
- 10.8 The Customer warrants that any Input Material and its use by LFH for the purpose of providing the Service will not infringe the copyright or other rights of any third party, and the Customer shall indemnify LFH against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all and other reasonable professional costs and expenses) suffered or incurred by LFH arising out of or in connection with any claim made against LFH for actual or alleged infringement of a third party's intellectual property rights.
- 10.9 The Customer undertakes that they shall comply with all relevant statutes, laws, regulations, by-laws and directives affecting the Goods and shall comply with LFH's HSE and Quality Management Systems when performing any services at LFH's premises.
- 10.10 LFH shall have no liability to the Customer for any loss, damage, costs, expenses, or other claims for compensation arising from any Input Material or instructions (including, without limitation, details of the proposed use or purpose of the Goods) supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late or non-arrival, or any other fault of the Customer.
- 10.11 Except in respect of death or personal injury caused by LFH's negligence or as expressly provided in these Conditions, LFH shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit, business or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by negligence of LFH, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or Service (including any delay in supplying or any failure to supply the Goods or Service in accordance with the Contract or at all) or their use or resale by the Customer, and LFH's entire liability under or in connection with the Contract shall not exceed the Price, except as expressly provided in these Conditions.

11. FORCE MAJEURE

11.1 LFH shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of LFH's obligations under the Contract, if the delay or failure was due to any cause beyond LFH's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond LFH's reasonable control:

11.1.1 Act of God, explosion, flood, tempest, global pandemic / epidemic, fire, or accident;

11.1.2 war or threat of war, sabotage, insurrection, civil disturbance, or requisition;

11.1.3 acts, restrictions, regulations, byelaws, prohibitions, or measures of any kind on the part of any governmental, parliamentary, or local authority;

11.1.4 import or export regulations or embargoes;

11.1.5 strikes, lockouts or other industrial actions or trade disputes (whether involving employees of LFH or of a third party);

11.1.6 difficulties in obtaining raw materials, labour, fuel, parts, or machinery; or

11.1.7 power failure or breakdown in machinery.

12. LIMITATION OF LIABILITY

12.1 LFH's total liability in respect of each Order whether under these Conditions or at law shall be limited to the value of the non-conforming part of that Order.

12.2 LFH shall not be liable for any consequential losses (which shall include without limitation, loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill and indirect or consequential loss).

12.3 Nothing in these Conditions limits any liability which cannot legally be limited.

13. INSURANCE

The Parties shall maintain levels of insurance sufficient to cover their liabilities and obligations under the Contract and at law, and shall exhibit such certificates of insurance and evidence of payment of premiums where reasonably requested by the other party.

14. TERMINATION AND SUSPENSION

14.1 Without limiting any other right or remedy available to LFH, LFH may cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer if:

14.1.1 the Customer makes any voluntary arrangement with its creditors, becomes bankrupt, becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction);

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

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

- 14.1.4 LFH reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly;
 - 14.1.5 the Customer fails to pay any undisputed amount due under the Contract on the due date for payment and remains in default not less than 10 Business Days after being notified in writing to make such payment;
 - 14.1.6 the Customer commits a material breach of these Conditions and that breach is irremediable or (if the breach is remediable) fails to remedy that breach within 10 Business Days after being notified in writing to do so;
 - 14.1.7 the Customer repeatedly breaches any of the terms of these Conditions in such a manner to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Conditions;
 - 14.1.8 there is a change of control of the Customer (within the meaning of section 1124 of the Corporation Tax Act 2010).
- 14.2 If this Condition applies and the Goods have been delivered or Services supplied but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

15. EXPORT CONDITIONS

- 15.1 All Goods supplied shall be supplied under Incoterms as set out in the Sales Acknowledgement. In these Conditions "Incoterms" means the International Rules for the Interpretation of Trade Terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
- 15.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this Condition 14 shall (subject to any special written terms agreed between the Parties) apply notwithstanding any other provision of these Conditions.
- 15.3 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.
- 15.4 UK VAT will be chargeable on all Goods / Services supplied by LFH unless the Goods are being exported outside of the UK. Where Goods are being exported outside of the UK and your shipment requires Export Declaration the Customer shall be liable for all Export Declaration charges (unless otherwise agreed in writing).
- 15.5 Where a UK registered company requests Goods to be delivered to a UK address but intends to export the Goods outside of the UK then the shipment shall be classed as an Indirect Export and as such the Customer shall be liable to pay UK VAT and will be invoiced accordingly.

16. TESTING, INSPECTION AND DOCUMENTATION

LFH will carry out testing and inspection and provide such test certificate or delivery notification documents as are required by in-house procedure on delivery of Goods. Any additional third-party or Customer witness testing

or certification requires LFH's written agreement and any additional costs shall be charged to the Customer unless otherwise agreed in writing.

17. RECERTIFICATION/REFURBISHMENT SERVICES

17.1 It shall be the responsibility of the Customer to ensure that any recertification/refurbishment Goods are free from Pollutants and Contaminants.

17.2 LFH reserves the right not to accept any recertification/refurbishment Goods which, in the sole opinion of LFH, have not been delivered by the Customer in the condition required by Condition 17.1.

17.3 The Customer shall indemnify LFH against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all and other reasonable professional costs and expenses) suffered or incurred by LFH or a third party in respect of damage to property, death and personal injury arising from the Customer's failure to comply with the requirements of Condition 17.1.

18. PACKAGING AND MARKING

Goods will be packed, secured and labelled in accordance with accepted industry practice and unless otherwise agreed in writing, LFH will apply its own labelling to the Goods.

19. NON-SOLICITATION OF STAFF

The Customer agrees that during the term of the Contract and for an additional period of six months after termination or completion / performance of the Contract, the Customer shall not directly or indirectly canvass with a view to offering or providing employment to, offer to contract with or entice to leave, any employee of or contractor to LFH engaged in the performance of the Service without LFH's prior written consent.

20. ANTI-BRIBERY AND CORRUPTION/TRADE SANCTIONS

20.1 Each of the Parties irrevocably and unconditionally warrants and represents: -

20.1.1 that throughout the duration of the Contract they will comply with all Applicable Laws (including without limitation all applicable laws and regulations relating to bribery, corruption anti-trust, money laundering, import/export controls, trade sanctions, financial sanctions and criminal matters);

20.1.2 that they have, and shall maintain in place throughout the duration of the Contract, their own policies and procedures, including but not limited to "adequate procedures" under the UK Bribery Act 2010, to prevent contravention of the laws and regulations referred to in Condition 20.1.1 and to ensure compliance with local law and will enforce them where appropriate.

21. SAFETY OF EMPLOYEES

21.1 The Customer will take all necessary steps to ensure, so far as reasonably practicable that any employee of LFH provided in the performance of the Contract with the Customer is not exposed to risks to health, safety or security.

21.2 LFH shall, on request, be provided with details of the arrangements and measures taken by the Customer to ensure that any employee of the Customer provided in connection with the performance of the

Contract with the Customer is not exposed to risks to health, safety or security, including but not limited to risk assessments and emergency plans.

- 21.3 LFH shall notify the Customer of all conditions which, in the opinion of LFH, are necessary to ensure their employees are not exposed to risks to health, safety or security in performance of the Contract, including, but not limited to, escorted transportation, secure accommodation and approval from the Customer's insurance company.
- 21.4 LFH shall have the right at its sole discretion and without any liability to the Customer to refuse to proceed with any services until satisfied that suitable and sufficient measures are in place to adequately prevent or control risks to health, safety or security of its employees provided to perform the Contract.

22. GENERAL

- 22.1 These Conditions (together with the terms, if any, set out in the Quotation or Sales Acknowledgement) constitute the entire agreement between the Parties, supersede any previous agreement or understanding and may not be varied except in writing between the Parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 22.2 LFH may assign, novate or sub-contract any or all its rights or obligations under the Contract.
- 22.3 A notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 22.4 No waiver by LFH of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 22.5 If any provision of these Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 22.6 Any dispute arising under or in connection with the Contract shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of The Law Society of Scotland.
- 22.7 The law of Scotland shall apply to the Contract, and the Parties agree to submit to the non-exclusive jurisdiction of the Scottish courts in respect of all matters arising out of or connected with it.