

1. Definitions and Interpretation

'Adverse Incident' means an event that directly or indirectly resulted, or might have resulted, in death or a serious deterioration in state of health of a patient, user or other person;

'Conditions' means the terms and conditions set out in these General Conditions of Sale;

'Confidential Information' means any information relating to the business of the disclosing party which is not publicly available including, but not limited to, any information specifically designated by the disclosing party as confidential; any information supplied to the disclosing party by any third party in relation to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence and as having commercial value in relation to the business of the disclosing party;

'Contract' means the relevant individual contract for the sale and purchase of the Product(s) and/or Service(s) as set out in the relevant agreement, Quotation or Purchase Order and incorporating these Conditions, together with any Specific Terms (and any such Specific Terms and conditions shall take precedence over these Conditions);

'Customer' means the person or entity to whom Sysmex UK has agreed to supply Product(s) and/or Services, as set out in the relevant Contract;

'Delivery Charge(s)' means the fees charged by Sysmex UK to Customer for the delivery of Products;

'Equipment' means any item(s) of equipment supplied by Sysmex UK in accordance with a Contract.

'Equipment Sales' means the sale of Equipment by Sysmex UK under which title is intended to pass to the Customer upon full payment, as opposed to lease, rental, reagent rental, or managed service arrangements where title remains with Sysmex UK unless otherwise agreed in writing

'Field Safety Corrective Action' (or 'FSCA'): means a corrective action taken by a manufacturer to prevent or reduce the risk of a serious incident in relation to a device which has already been placed on the market or put into service, as defined by the MHRA;

'Field Safety Notice' (or 'FSN'): means a communication sent by a manufacturer to users or customers in relation to a field safety corrective action;

'Force Majeure' means any event, circumstance or cause outside the reasonable control of the party seeking to rely on it.

'Price' means the price payable by Customer for the Product(s) and/or Services, as set out in the relevant Contract or Quotation issued to Customer by Sysmex UK, or in the published price list at the date of order of the Product(s) and/or Services (and, in the case of any conflict, these documents will take priority in the order listed here, with the first listed taking first priority);

'Product(s)' means Equipment and/or Reagents and Consumables;

'Purchase Order' means a document sent to Sysmex UK by Customer requesting the delivery of Product(s) and/or Services and authorising payment of the Price and acceptance of these Conditions. For the avoidance of doubt, any Purchase Order shall constitute an offer and any reference in a Purchase Order to terms and conditions other than these Conditions shall not apply, and shall be construed as if it referred to these Conditions;

'Customer's Systems' means Customer's in-house information technology systems, and/or the laboratory information systems;

'Quotation' means a document provided by Sysmex UK to Customer setting out details (including the Price) of Product(s) and/or description of Services to be offered under these Conditions, and, for the avoidance of doubt, any Quotation shall be deemed an invitation to treat, not an offer;

'Reagents and Consumables' means reagents, calibrators, quality controls, control bloods and other consumables supplied by Sysmex UK in accordance with a Contract;

'Service Contract' means a contract between Customer and Sysmex UK under Sysmex UK's Service Contract Terms and Conditions, covering service and maintenance of specific Equipment, which for the avoidance of doubt, is separate from any Contract of which these Conditions form part;

'Services' means any consultancy, expertise, or other activities provided by Sysmex UK (including but not limited to installation, verification and training) relating to any Product(s), which would not normally be included in the definition of the relevant Product or covered by a Service Contract;

'Specific Terms' means any special terms agreed in writing between the Customer and Sysmex UK.

'Sysmex UK' means Sysmex UK Ltd., Sysmex House, Garamonde Drive, Wymbush, Milton Keynes, MK8 8DF;

'Working Day' Shall mean Monday – Friday, excluding public holidays in England;

- 1.1. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 1.2. The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 1.3. In the event of any conflict between the documents included in the Contract, the following order of priority shall apply:
 - i) Specific Terms
 - ii) Quotation
 - iii) Conditions
 - iv) Purchase Order

2. Basis of Sale

- 2.1. Each delivery of a Purchase Order or acceptance of a Quotation shall be deemed to be an offer by Customer to purchase the relevant Product(s) and/or Services. Any such offer shall be deemed accepted by Sysmex UK upon written acknowledgement, or, if earlier, delivery of the relevant Product(s) and/or Services to Customer (at the address specified in the Purchase Order, or as otherwise agreed in writing) and such acceptance shall create a legally binding contract subject to these Conditions which may only be varied by agreement in writing between Sysmex and Customer.
- 2.2. Sysmex UK agrees to sell, and Customer agrees to purchase, Product(s) and/or Services, in accordance with the terms of the relevant Contract.
- 2.3. Customer agrees to comply (and to ensure that its employees, contractors and/or agents comply) with all instructions and/or advice provided by Sysmex UK, for the storage, use, and/or application of the Products.

3. Price, Orders and Purchase Orders

- 3.1. Price is exclusive of Delivery Charges (which shall be applied as described in paragraph 5) and VAT (which shall be charged at the current prevailing rate unless Customer is in possession of a VAT Exemption certificate, a copy of which must accompany any relevant Purchase Order).
- 3.2. Sysmex UK reserves the right to change the Price of Products and/or Services each year. Any change in Price will be notified to Customer and shall be effective from the 1st April

immediately following such notification unless otherwise agreed between Sysmex UK and Customer.

- 3.3. Sysmex UK reserves the right, by giving three (3) months' notice to Customer at any other time, to increase the Price of Products and/or Services to reflect any significant and extraordinary increase in the cost to Sysmex UK which is due to any factor beyond the control of Sysmex UK (including but not limited to any foreign exchange fluctuation, currency regulation, alteration of duties, or increase in the costs of raw materials).
- 3.4. If the Price of any Product or Products is discounted from the published list price on the basis that Customer purchases an agreed volume or value of Reagents and Consumables over the term of the relevant Contract, and if the quantity of Reagents and Consumables purchased by Customer is less than the agreed volume then, Sysmex UK may (a) require Customer to purchase additional products, (b) increase the Price of the discounted Product(s) for the remainder of the term or (c) require Customer to pay some or all of the difference between the Price already paid and the list price.
- 3.5. Customer shall place orders in writing via email (or in hard copy by post), in the form of, or and accompanied by, a valid Purchase Order. For the avoidance of doubt, Sysmex UK shall not accept a verbal order for products.
- 3.6. Customer shall ensure the accuracy of the details contained in any Purchase Order and shall be responsible for giving Sysmex UK any necessary information relating to the delivery of the relevant Product(s) and/or Services within a sufficient time to enable Sysmex UK to meet any reasonable requirements.
- 3.7. All Purchase Orders must include:
 - i. the Quotation number to which the order relates,
 - ii. a purchase order reference/number,
 - iii. the relevant framework agreement or contract reference number and corresponding unique reference number (URN) (where applicable),
 - iv. appropriate product code(s) and description(s) of the Product(s) required,
 - v. the unit price (as set out in the Quotation), quantity, and total price payable in respect of the order,
 - vi. a requested delivery date (although for the avoidance of doubt, Sysmex UK shall not be bound to any requested delivery date until and unless such date has been confirmed by Sysmex UK),
 - vii. a delivery address, and
 - viii. an appropriate email address for electronic invoices.
- 3.8. Any Purchase Orders received that do not include the details listed above may be rejected or queried, and processing of the order may be delayed.

4. Terms of Payment

- 4.1. Unless otherwise notified by Sysmex UK in writing, Sysmex UK shall issue invoices: (i) in respect of Reagents and Consumables, after dispatch; and (ii) in respect of Equipment, following installation.
- 4.2. Customer shall pay Sysmex UK invoices within thirty (30) days of the date of receipt. Any invoice query must be raised with Sysmex UK within ten (10) working days of the date of the relevant invoice, after which time the invoice shall be deemed to have been accepted by Customer. Failure to make payment of the Price when due shall constitute a material breach permitting Sysmex UK to (i) take action in accordance with paragraph 4.3; and/or (ii) terminate the Contract in accordance with the provisions of clause 13.1.
- 4.3. If Customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to Sysmex UK, Sysmex UK shall be entitled to suspend any further deliveries and/or claim costs and charge interest on all undisputed amounts at the rate chargeable under the Late Payment of Commercial Debts (Interest) Act 1998 (including any modification or re-enactment thereof) from thirty (30) days

after the due date for payment until the outstanding amount is paid in full.

5. Delivery and Acceptance of Reagents and Consumables

- 5.1. Unless otherwise stated in any Contract, Sysmex UK shall be responsible for the payment of any import duty payable in respect of Equipment, Reagents and Consumables.
- 5.2. Customer shall pay Delivery Charges in respect of all orders of Reagents and Consumables, unless otherwise agreed in Specific Terms. Standard Delivery Charges for Reagents and Consumables are dependent on delivery timescales, size and/or weight of each delivery.
- 5.3. Deliveries are made on Working Days.
- 5.4. Next day deliveries: Orders for next day deliveries must be received by Sysmex UK by 12 noon. Orders received on Friday for a next day delivery shall be delivered the next Working Day, Next day or urgent orders shall incur additional costs and shall be quoted at the time of order
- 5.5. A delivery note signed by Customer or Customer representative shall constitute proof of delivery. Customer shall not unreasonably delay or refuse to sign any delivery note.
- 5.6. Customer must notify Sysmex UK of any queries relating to a delivery of Reagents and Consumables including shortfall, error, damage or missing items by emailing reagents@sysmex.co.uk within five (5) Working Days and, if requested by Sysmex UK, Customer must provide photographic evidence to prove errors or damage to the delivery. In the absence of such notification and/or evidence, delivery shall be deemed to be complete and accepted.
- 5.7. Sysmex UK will only accept returns if a Product is faulty or a delivery error has been made by Sysmex UK. Customer may request to return other ambient temperature items, however acceptance of items that are not faulty or in error are entirely at Sysmex UK's discretion. All credits will be subject to authorisation in writing by Sysmex UK.

Standing Orders and Batch Hold

- 5.8. Annual standing orders must be placed by Customer at least one hundred and fifty (150) days in advance of the first required date for delivery and for subsequent years, within thirty (30) days of provision of the relevant renewal notice by Sysmex UK (or as may otherwise be notified to Customer by Sysmex UK). Customer may order on an ad hoc basis but Sysmex UK cannot guarantee delivery timescales or availability unless a valid standing order has been put in place.
- 5.9. If Customer wishes to change any future standing order delivery due to changes to Customer's workload and consequent changes in requirements for Reagents and Consumables, Customer must give Sysmex UK at least twenty-one (21) days' notice of its request for any such change. Sysmex UK will accept up to six (6) such changes in any twelve (12) month period, provided that no such change includes specialist buy-to-order products. In the event that Customer does not give the required notice, or if the requested change includes buy-to-order products, or there have already been more than six (6) changes in the previous twelve (12) month period: (i) in the event of a reduction in the quantities, Customer may be obliged to purchase all Products set out contained within a batch hold or (ii) in the event of a significant increase in workload, Sysmex UK cannot guarantee its ability to supply additional Reagents and Consumables.
- 5.10. Sysmex UK will offer batch hold for certain Reagents and Consumables, subject to a valid Purchase Order and standing order being in place. This will reserve a minimum period of supply of the relevant Reagents and Consumables which will be delivered according to a schedule provided by Sysmex UK. Batch hold length will be dependent upon the shelf life of the Reagents and Consumables. Customer must provide at least three (3) months' notice prior to the end of a batch hold, of any changes required for the subsequent 12 months. In the absence of such notice, approximately four months prior to the end of the current batch hold, Sysmex UK will automatically replenish the batch hold based on Customer's previous twelve (12) months' usage.

- 5.11. Sysmex UK may change the dates or duration of a batch hold renewal to align the next and subsequent batch hold renewals with Contract dates dependent on stock availability if it is deemed suitable to do so. Customer will be advised at the time of any change to the duration and/or dates, and of the value of Purchase Order required.

6. Delivery, Installation and Acceptance of Equipment

- 6.1. The costs of delivery and installation of Equipment are usually included in the Price. Any additional and/or exceptional charges for delivery and installation (for example, due to changes to, or difficulty in accessing the delivery location, or specialist delivery requirements such as cranes and/or enabling works) will be notified in writing by Sysmex UK to Customer in advance of delivery. Such additional costs may only become apparent following a site survey and may not be included in the original Quotation.
- 6.2. The Price does not include any building works, supply of utilities, interfacing, network ports or other items or services, unless clearly set out in the Quotation or Specific Terms. Sysmex UK will advise Customer of any such costs and Customer will pay any such costs in accordance with the appropriate invoice.
- 6.3. Sysmex UK shall use all reasonable commercial endeavours to deliver Products and/or Services in accordance with any delivery dates and locations requested in a Purchase Order or specified in the relevant Contract. However, all delivery dates are estimates and Sysmex UK shall not be liable in any way in respect of any failure to meet such dates.
- 6.4. Sysmex UK shall provide a plan for delivery and installation of Equipment which will include details of Customer's obligations in respect of the preparation of the delivery location. All such obligations must be complied with by or on behalf of Customer prior to the agreed date for installation. In the event that Customer has not complied with such obligations or is not ready to receive the Equipment on the agreed date, Sysmex UK may charge to Customer any additional costs of return, storage and redelivery of Equipment, and/or any demonstrable costs incurred by Sysmex UK in preparation for the expected installation (including engineer time and travel, delivery costs and crane hire, etc).
- 6.5. Customer must notify Sysmex UK of any shortfall, error, damage, missing items or general queries relating to Equipment (other than Equipment which Sysmex UK is contracted to install) by emailing to installmail@sysmex.co.uk within five (5) Working Days of the expected or actual delivery date and, if requested by Sysmex UK, Customer must provide evidence (for example photographs or CCTV footage) to prove shortfall, error, damage and/or missing items. In the absence of such notification and/or evidence, delivery shall be deemed to be complete and accepted.
- 6.6. Sysmex UK will provide reasonable quantities of Reagents and Consumables for the verification and validation of new Equipment (in accordance with manufacturer's installation instructions) in time for the installation of such Equipment. Where quantities of Reagents and Consumables are deemed in Sysmex UK's reasonable opinion as being excessive, or where the verification and validation process takes more than 6 months (or such other period as may be notified by Sysmex UK), Sysmex UK shall charge the customer for additional Reagents and Consumables at the prices in the Quotation.
- 6.7. Following installation and demonstration by Sysmex UK that Equipment is performing in accordance with the manufacturer's specification, Sysmex may require Customer to sign a certificate of acceptance for Equipment, which may be an online approval form. Such certificate of acceptance must not be unreasonably withheld or delayed. If the Equipment is used for routine use and for the generation of patient results, this will constitute acceptance of the Equipment. Unless otherwise agreed in writing, Customer will be responsible for connecting or interfacing Equipment to Customer's Systems (and the costs

thereof) and delay in connecting and/or interfacing shall not delay acceptance of the Equipment.

7. Customer's Systems

- 7.1. Unless otherwise specified in the relevant Contract or Specific Terms, or otherwise agreed in writing between Sysmex UK and Customer, installation of Equipment by Sysmex UK does not include any costs or work relating to interfacing or connectivity to Customer's Systems and Customer shall facilitate and bear all costs associated with establishing interfacing and/or connectivity of Equipment to Customer's Systems at or following the time of installation. Sysmex UK will provide to Customer the information reasonably necessary in order to facilitate interfacing and/or connectivity to Customer's Systems.
- 7.2. Customer must ensure that all relevant third party licences are in place and ensure that appropriate firewalls and anti-virus protection are established. Sysmex UK does not accept liability in respect of any computer virus that adversely affects the Equipment or Customer's Systems unless introduced by Sysmex UK.
- 7.3. Interfacing and/or technology support for Customer's Systems is provided by Customer's supplier and Sysmex UK accepts no responsibility for the reliability of Customer's Systems, the amount of time to implement, functionality of the interface and/or connectivity, or effectiveness of support.
- 7.4. If at any time Customer changes Customer's Systems, Customer is responsible for all associated costs of consequential interfacing, connectivity, Services and/or additional support required from Sysmex UK and/or third party suppliers.

8. Training

- 8.1. Sysmex UK provides a customer-specific training budget using a voucher system. The number of training vouchers available for Customer to use is dependent on the type of Equipment purchased. Customer will be notified of the number of vouchers available prior to delivery and installation of the relevant Equipment.
- 8.2. Sysmex UK offers training using a variety of different techniques, including but not limited to face to face, e-learning and webinars, depending on the type of Equipment, type of user, and the training vouchers available.
- 8.3. Prior to installation of Equipment, Sysmex UK and Customer will agree an appropriate training schedule. Customer must ensure that only properly trained personnel operate the Equipment.
- 8.4. Training vouchers may only be used for training provided by Sysmex UK, and are valid during the calendar year that they are issued. Unused training vouchers may not be carried over to the following year.

9. Risk and Property

- 9.1. Risk of damage to or loss of Products shall pass to Customer upon delivery to the delivery address notified in writing by Customer to Sysmex UK or (ii) where delivery is arranged by Customer, upon collection of the Products by Customer's nominated carrier.
- 9.2. Notwithstanding delivery and the passing of risk in Products, and subject to any other provision of any Contract, title in Products shall at no time pass to Customer until Sysmex UK has received, in cleared funds, full payment in respect of the Product(s) and all other goods agreed to be sold by Sysmex UK to Customer for which payment is then due unless otherwise specified below. For Equipment sales, title shall pass upon full payment. For Reagents and Consumables, title shall pass upon payment or, if used prior to payment, at the moment they are put into use. However, the obligation to pay shall remain in all cases. Where Equipment is provided under a lease, rental, reagent rental, or managed service arrangement,

title shall remain with Sysmex UK unless otherwise agreed in writing.

- 9.3. Until such time as the title in Product(s) passes to Customer, Customer shall, subject to Sysmex UK informing Customer to the contrary, be entitled to use such Product(s) in the ordinary course of its business. However, the obligation to pay for the Products in accordance with the agreed terms shall remain, regardless of whether the Products have been used, sold, or otherwise disposed of. Customer shall also account to Sysmex UK for hold for the benefit of Sysmex UK any proceeds from the sale or other disposal of Products, whether tangible or intangible, including insurance proceeds.
- 9.4. Until such time as the title in Product(s) passes to Customer, Sysmex UK shall be entitled at any time to require Customer to deliver up such Product(s) to Sysmex UK and, if Customer fails to do so within a reasonable period, Sysmex UK reserves the right to take appropriate steps to recover the Products in accordance with applicable law.
- 9.5. Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of Sysmex UK. Any such action shall constitute a material breach of these Conditions and Sysmex UK shall be entitled to invoke Clause 13 (Termination) and exercise its rights accordingly.
- 9.6. Customer shall indemnify Sysmex UK in full in respect of any claim brought against or fine imposed upon Sysmex UK as a result of Customer negligence or the misuse of any Product while such Product is under Customer's control and which results in a clinical or health and safety incident, even if title to the relevant Product is with Sysmex UK.

10. Warranty and Liability

- 10.1. All Products supplied by Sysmex UK comply with all relevant legislation and regulations. Sysmex will not accept liability arising as a result of modification to Products (other than by Sysmex UK) or the use of any Products other than in accordance with instructions for use or as authorised in writing by Sysmex UK.
- 10.2. Subject to clauses 10.3, 10.4 and 10.5 below, Sysmex UK warrants that (a) Equipment will correspond with the manufacturer's specification and will be free from defects in material and workmanship at the time of delivery to Customer; and (b) Reagents and Consumables will correspond with the manufacturer's specifications at the time of delivery and for the period up to the expiry date as detailed on the individual item.
- 10.3. Sysmex UK shall not be liable in respect of any performance or defect in any Product(s): (i) arising as a result of any information supplied by Customer which is incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form; or (ii) arising from the late arrival or non-arrival of any instructions from the Customer.
- 10.4. Sysmex UK shall not be liable in respect of any defect in Equipment arising from abnormal wear and tear, wilful damage or negligence on the part of Customer or any of its employees or agents, abnormal working conditions, failure to follow Sysmex UK's instructions, advice and/or recommendations (whether verbal or in writing), misuse, alteration or repair (unless such repair has been undertaken by Sysmex UK or with Sysmex UK's written approval).
- 10.5. Sysmex UK shall not be liable in respect of any Reagents and Consumables which deteriorate as a result of Customer's failure to follow instructions, advice and/or recommendations provided by Sysmex UK (whether verbal or in writing) as to their storage, application or use.
- 10.6. Sysmex UK reserves the right to make changes to the specification of the Product(s) and/or Services where required in order to ensure compliance with any applicable regulation or legislation. Where practical, Sysmex UK will notify Customer in writing in advance of any such changes.
- 10.7. If Sysmex UK fails to deliver any Product(s) and/or Services in accordance with the terms of any Contract, Sysmex UK's liability shall be limited to the reasonable difference between

the Price and the cost to Customer (in the cheapest available market) of procuring similar product(s) and/or services to those which Sysmex UK has failed to deliver.

- 10.8. Sysmex UK shall have no liability for any defect in or failure of any Product(s) unless Customer notifies Sysmex UK of such defect or failure without undue delay.
- 10.9. Except to the extent that liability cannot be limited or excluded by law:
- 10.9.1. Sysmex UK shall not be liable to Customer for any loss of profit or any indirect, special or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever which arises out of or in connection with the supply of Product(s) or their use by Customer, except as expressly provided in these Conditions, or covered in a separate written agreement signed on behalf of Sysmex UK and Customer;
- 10.9.2. Sysmex UK shall not be liable for, and Customer shall indemnify Sysmex UK in respect of, any loss suffered by Sysmex UK in relation to:
- a) damage to any property caused by misuse of any Product(s);
 - b) the effect of any virus, worm or other malicious code unless introduced by Sysmex UK; and/or
 - c) any act, omission, fault, error or negligence of Customer or Customer's staff or contractors.
- 10.9.3. Sysmex UK's entire liability to Customer arising under any Contract or in connection with these Conditions, whether for negligence, breach of contract, or otherwise shall not exceed the aggregate of all charges, paid by Customer in respect of the relevant Product(s) in the twelve (12) months immediately preceding the event giving rise to the claim.
- 10.10. Neither party shall be liable to the other or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform, any of their respective obligations under any Contract if the delay or failure is due to the effects of an event of Force Majeure, provided that the affected party shall notify the other as soon as reasonably practicable and takes all reasonable steps to mitigate the effects of such an event.
- 10.11. Except as expressly provided in these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Any warranty period for Equipment will commence upon the date of installation or, where no installation is provided, the date of delivery. Where no warranty period applies and Customer requires the Equipment to be serviced and maintained by Sysmex UK, charges will apply unless a Service Contract commencing from date of installation has been previously agreed.

11. Safety and Recall

- 11.1. Customer shall immediately inform Sysmex UK of any issue, complaint or suspected incident relating to the safety of any Product(s) and shall comply with any corrective or preventative action advised by Sysmex UK.
- 11.2. In the event of any product recall Customer will cooperate with Sysmex UK and take all necessary actions to enable Sysmex UK to comply with all relevant regulations and legislation.
- 11.3. Customer shall return acknowledgement of any issued FSN within 5 working days and shall implement any actions specified by Sysmex UK or required by applicable law or regulatory authorities without undue delay. Customer shall also supply any information reasonably requested by Sysmex UK to support the investigation of any such adverse events.

12. Insolvency of Customer

- 12.1. Clause 12.2 shall apply if:
- 12.1.1. Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); and/or

- 12.1.2. an encumbrancer takes possession, or a receiver is appointed, over any of the property or assets of Customer; and/or
- 12.1.3. Customer ceases, or threatens to cease, to carry on business; and/or
- 12.1.4. Sysmex UK reasonably believes that any of the events mentioned above, or any similar event, is likely to occur in relation to the Customer and notifies the Customer accordingly.
- 12.2. If this clause applies then, notwithstanding any other rights available to Sysmex UK, Sysmex UK may cancel any or all contracts and/or suspend any or all deliveries without any liability to Customer and, if Product(s) and/or Services have been delivered but not paid for, the Price shall become immediately payable in full regardless of any previous agreement or arrangement to the contrary.

13. Termination

- 13.1. Either party may (without limiting any other remedy) at any time terminate any Contract by giving written notice to the other if the other commits any material breach of these Conditions and/or any term of any Contract that is capable of remedy and fails to remedy the breach within thirty (30) days, or such other reasonable time period as may be agreed in writing between the parties, after being required by written notice to do so.
- 13.2. Either party may (without limiting any other remedy) at any time terminate any Contract immediately by giving written notice to the other, if the other commits any material breach of these Conditions and/or any term of any Contract that is not capable of remedy.

14. General

- 14.1. Each party undertakes that it shall not at any time disclose to any person any Confidential Information of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 14.2.
- 14.2. Each party may disclose the other party's Confidential Information: (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement (and each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with the obligations of confidentiality set out in these Conditions); (b) as may be required by law; or (c) to a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3. No party shall use the other party's Confidential Information for any purpose other than to exercise its rights or perform its obligations under or in connection with these Conditions.
- 14.4. Notifications under these Conditions shall be in writing and delivered personally, sent by pre-paid first-class post or via email to the address at the foot of this document. A notice is deemed to have been served at the time of delivery if delivered personally or by email, or if posted, at noon, 3 days after it is posted.
- 14.5. Unless specifically stated to the contrary, no failure or delay by either party in exercising any of its rights under any Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of any Contract and/or these Conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.6. If any provision of any Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provisions in question shall not be affected.
- 14.7. A person who is not a party to any Contract has no right under any legislation granting rights to third parties to enforce any term of the Contract, but this does not affect any right or remedy of a third party which exists or is available apart from such legislation.

- 14.8. These Conditions and each Contract shall be governed by the laws of England, and the parties submit to the exclusive jurisdiction of the English Courts.
- 14.9. These Conditions, together with the terms set out in any relevant Contract, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the Contract. Each of the parties acknowledges and agrees that, in entering into any Contract, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this agreement or not) other than as expressly set out in these Conditions or the relevant Contract. Nothing in this sub-clause shall, however, operate to limit or exclude any liability for fraud. Any typographical, clerical or other error or omission in any Quotation, price list, acceptance letter, acknowledgement of order, invoice or other document or information issued by Sysmex UK shall be subject to correction without any liability on the part of Sysmex UK.
- 14.10. Neither party shall, except with the prior written consent of the other party, assign, transfer, charge, declare a trust over, or deal with any Contract or its rights under it or part of it, or purport to do any of the same.
- 14.11. Sysmex UK and Customer each undertake to comply with all legislation and regulations relevant to the supply and use of Products.
- 14.12. Sysmex UK adheres to strict policies relating to tax evasion, anti-bribery, anti-corruption, health and safety and the environment. Details of the policies can be found on the Sysmex UK website. Each Party shall maintain and ensure that its employees and suppliers comply with policies in respect of such matters, and strictly adhere to any current relevant laws and legislation including, but not limited to, the Bribery Act 2010, Modern Slavery Act 2015, Criminal Finances Act 2017, Health and Safety at Work etc Act 1974, Data Protection Act 2018 and any amendments of the same./
- 14.13. These terms may be updated without notice at any time. The latest version shall always be available on our website at <https://www.sysmex.co.uk>. All quotations, order confirmations and transactions are subject to these terms. By placing an order, the Customer agrees to be bound by the terms in force at the at the time of submission

WEEE

- 14.14. Certain medical equipment and accessories are exempt from the Waste Electrical and Electronic Equipment ("WEEE") Directive but, except where inappropriate (for example when dealing with equipment that might be infected and should therefore be disposed of as clinical waste), Sysmex UK voluntarily acts as if all Products are regulated by the WEEE Directive. Sysmex UK is formally registered with a legally approved compliance scheme which, on behalf of Sysmex UK, undertakes the legal responsibilities relating to the reporting on and the collection and treatment of all Sysmex UK WEEE. Sysmex UK is responsible for and ensures that all appropriate recycling targets are met.