

## Terms of Contract

- 1.1 These Terms and Conditions of Sale shall be incorporated into all contracts of sale made by Mitsubishi Electric Europe B.V., a company registered in the Netherlands and operating through its branch registered in England (Company No. FC019156, Branch No. BR003391) (hereinafter referred to as "**Mitsubishi**") for the sale of any goods and/or ancillary services related to delivery of the goods (a or the "**Contract**"). Any printed or other terms or conditions used by the person, firm or company placing the order (hereinafter referred to as the "**Customer**") are excluded. Mitsubishi shall not be bound by any terms or conditions in the Customer's order. If the Customer's order contains any terms and conditions, then these Terms and Conditions of Sale shall take precedence over such terms and conditions in the Customer's order which shall be deemed deleted without notice.
- 1.2 Amendment of any Contract can only be made by agreement between the parties and to bind Mitsubishi must be made in writing and signed by an authorised official of Mitsubishi.
- ### 2. Quotations and Acceptance of Orders
- 2.1 No quotation by Mitsubishi shall constitute an offer. Quotations may be withdrawn at any time.
- 2.2 A Contract shall only be formed upon issue of Mitsubishi's standard acknowledgement of order form.
- 2.3 Mitsubishi shall not be obliged to accept any order and reserves its entire discretion in this respect.
- ### 3. Specification
- Goods will be supplied in accordance with Mitsubishi's standard specification for the relevant type. Mitsubishi reserves the right to make such improvements to and modifications of such specification as it or its suppliers think desirable in all circumstances.
- ### 4. Packaging
- The specification for packaging the goods shall be entirely at the discretion of Mitsubishi who shall have the right to pack all goods in such manner and with such materials and in such quantities as it in its absolute discretion thinks fit and shall not be obliged to comply with any packaging instructions or requests of the Customer.
- ### 5. Delivery and Risk
- 5.1 a) In the case of all UK sales involving delivery within the UK the goods will be delivered by Mitsubishi to the Customer's premises. Goods shall be at the Customer's risk immediately on delivery into the Customer's premises (or into custody on Customer's behalf if sooner) and should be insured by the Customer accordingly.
- b) Unless otherwise agreed, in the case of all non-UK sales involving delivery outside the UK the goods will be delivered FOB the premises or port nominated by Mitsubishi. Risk of loss and damage to the goods shall pass to the Customer upon delivery FOB the place nominated by Mitsubishi. The goods shall, once the risk has passed to the Customer in accordance with this Clause, be and remain at the Customer's risk at all times unless and until Mitsubishi has retaken possession of the goods and the Customer shall insure accordingly.
- 5.2 A delivery schedule should be agreed with Mitsubishi prior to placing the order. While Mitsubishi will endeavour to comply with such or any other agreed time(s) for delivery, Mitsubishi shall not in any circumstances be liable for any failure to do so or any delay in delivery.
- 5.3 If the Customer fails to accept delivery of the goods on the agreed delivery date, then, except where that failure or delay is caused by Mitsubishi's failure to comply with its obligations under this Contract or a force majeure event, delivery of the goods shall be deemed to have been completed on the agreed delivery date. Mitsubishi may store the goods until re-delivery, in which case the Customer will be liable for all related costs and expenses including but not limited to restocking, storage and insurance.
- 5.4 Goods shall be signed for on receipt. Any alleged shortages, discrepancies or damage must be notified to Mitsubishi within 15 days of receipt of goods by notice in writing addressed to:
- Mitsubishi Electric Europe B.V.  
Travellers Lane  
HATFIELD  
Hertfordshire  
AL10 8XB
- For the attention of: Credit Dept.
- 5.5 The Customer agrees not to re-sell outside the UK any goods supplied by Mitsubishi and covered by the Export of Goods (Control) Order 1989 (or any re-enactment thereof) or the Export Administration Act 1979 (as amended) (or any re-enactment thereof) without obtaining all necessary licences thereunder and agrees not to resell such goods in the UK to a purchaser, knowingly or being given reasonable grounds to suspect that the purchaser intends to export such goods without first obtaining such licences or a copy of such licences obtained by the purchaser, and the Customer agrees to impose upon persons purchasing such equipment obligations corresponding to those set out above.
- 5.6 The Customer shall ensure, and ensure that its directors, employees, agents, representatives, affiliates, group companies, members and any other party acting on its behalf shall comply with all applicable English, Japanese and international laws, statutes, regulations, and codes of conduct, best practice guidance relating to the lawful export of goods and/or services, goods' and/or services' international compliance, security and safety control and all applicable export control rules (together "**SEC Practice**"). The Customer warrants, represents and undertakes as a condition of its purchase of the goods and/or ancillary services that it shall not deal, transfer, assign or re-sell goods in breach of SEC Practice to any: embargoed country; prohibited Non-Customer (defined at Clause 8.4); a Non-Customer which is developing or otherwise involved in or developed or has otherwise been involved in the manufacture of nuclear weapons; military-use technology; chemical or biological agents (and equipment for spraying of such); a rocket or unmanned

aircraft capable of carrying such; military authority; military institution or similar institution; arms/weapons manufacturer; a Non-Customer on a list of Global: Denied Persons List, Entity List, Unverified List, Specially Designated Global Terrorists, Specially Designated Terrorists; Designated Foreign Terrorist Organisation or Weapons of Mass Destruction Proliferators list; to a Non-Customer suspected of violating the laws and regulations of any target country through unlawful export; a Non-Customer barred from export or otherwise subject to Government sanctions; the category of the Non-Customer (or its end user) fails under the criteria of Japan's Complementary Control, or to a Non-Customer otherwise considered as suspicious or untrustworthy. Breach of this Clause shall be deemed a material breach, whereupon Mitsubishi may terminate the respective Contract with immediate effect by giving written notice to the Customer. The Customer shall indemnify and hold Mitsubishi harmless against any and all claims, losses or damages arising from, or related to, such breach.

## 6. Property and Risk

- 6.1 Mitsubishi shall retain title to the goods until it has received payment in full of all sums due in connection with the Contract. For these purposes Mitsubishi has only received a payment when the amount of that payment is irrevocably credited to its bank account.
- 6.2 The Customer shall store goods owned by Mitsubishi in such a way that they are clearly identifiable as Mitsubishi's property and shall maintain records of such goods identifying them as Mitsubishi's property. All goods supplied by Mitsubishi in the Customer's possession shall be presumed to belong to Mitsubishi (unless the Customer can prove otherwise).
- 6.3 Until title to the goods has passed to the Customer in accordance with Clause 6.1 Mitsubishi shall be entitled to trace the proceeds of sale of any goods owned by Mitsubishi. Such proceeds shall be held by the Customer on trust for Mitsubishi and at Mitsubishi's request will be paid into a separate bank account.
- 6.4 Customer will give not less than fourteen (14) days' written notice to Mitsubishi before applying to the Court for appointment of an administrator. Failure to give such notice shall be deemed to be a fundamental breach of the Contract.
- 6.5 Customer's right to possession of the goods will cease at the earliest of the following dates:
- 6.5.1 the date of a notice given under Clause 6.4 or the latest date on which such notice should have been given.
- 6.5.2 the date on which the Customer commits any act or makes any omission which would entitle a receiver to take possession of any asset or would entitle any person to present a petition for winding up or to apply for an administration order in respect of the Customer or any event referred to in Clause 6.6 occurs.
- 6.6 If the Customer fails to make any payment (whether partial or in full) to Mitsubishi when due, compounds with its creditors, executes an assignment for the benefit of its creditors, commits any act of bankruptcy or, being a company, enters into voluntary or compulsory liquidation or has a receiver, manager, administrator or administrative receiver appointed over all or parts of its assets or takes or suffers any similar action in consequence of a debt or becomes insolvent or if Mitsubishi has reasonable cause to believe that any of these events is likely to occur, Mitsubishi shall have the right, without prejudice to any other remedies:
- 6.6.1 to enter without prior notice any premises where goods owned by Mitsubishi may be, and to repossess and dispose of any goods owned by it so as to discharge any sums owed to it by the Customer under the Contract or any other agreement;
- 6.6.2 to require the Customer not to resell or part with possession of any goods owned by Mitsubishi until the Customer has paid in full all sums owed by it to Mitsubishi under the Contract or any other agreement;
- 6.6.3 to withhold delivery of any undelivered goods and stop any goods in transit;
- 6.6.4 to amend the payment terms of the Contract at its sole discretion, so as to require of the Customer on five (5) days' notice issued by post or email: to make the immediate payment of all monies owing to Mitsubishi on a date of Mitsubishi's choosing; to pay cash with order; and/or to make payment(s) on any other terms instructed by Mitsubishi; and
- 6.6.5 to terminate a respective Contract, or any other agreement or accepted order, in part or full, at the sole discretion of Mitsubishi without incurring any liability by giving the Customer no less than seven (7) days' notice by post or email.
- 6.7 Unless Mitsubishi expressly elects otherwise, any Contract between it and the Customer for the supply of goods shall remain in existence notwithstanding any exercise by Mitsubishi of its rights under Clause 6. The Customer shall be responsible for any costs and expenses incurred by Mitsubishi in exercising its rights under this Clause 6.
- 6.8 Nothing in this Clause 6 shall give the Customer any right to return the goods. Mitsubishi may sue the Customer for the price when due (without prejudice to its other rights or remedies hereunder) notwithstanding that the property in the goods may not have passed to the Customer.
- 6.9 The Customer acknowledges that Mitsubishi is the absolute owner of Mitsubishi's "Intellectual Property Rights" (being any patents, inventions, copyright and related rights, trade marks, trade names, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how), utility models and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world) and the Customer shall not assert or attempt to assert any rights in relation to Mitsubishi's Intellectual Property Rights. Mitsubishi shall not be liable for claims arising from an infringement of third party Intellectual Property Rights.
- 6.10 The Customer shall not use or exploit Mitsubishi's Intellectual Property Rights, and in no circumstance shall the Customer reproduce, modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any of Mitsubishi's Intellectual Property Rights or any software embedded in, or forming part of (directly or indirectly) Mitsubishi's goods and/or ancillary services related to delivery of the goods, or create derivative works based on the whole of or any part of the software or incorporate the

software into any other software program not provided by Mitsubishi, and the Customer undertakes to only use any such software in the operation of the goods and/or ancillary services related to delivery of the goods.

increased costs or any other losses or any expenses incurred by the Customer, however arising in any way in connection with, or contemplation of, the Contract or the goods and/or ancillary services related to delivery of the goods.

6.11 The Customer shall indemnify Mitsubishi and keep Mitsubishi indemnified from and against all claims, damage, losses, costs (including all reasonable legal costs), expenses, demands or liabilities arising out of or in connection with any claim alleging that Mitsubishi has infringed the Intellectual Property Rights of a third party in supplying the goods and/or ancillary services related to delivery of the goods in accordance with the Customer's instructions or to a specification provided by the Customer.

8.3 Mitsubishi shall not be liable for the goods' failure to comply with its specification pursuant to Clause 3, and any guarantee/warranty offered to the Customer in accordance with Clause 8.1 shall not apply if:

(a) the Customer makes any further use of such goods after giving Mitsubishi notice of any alleged defect not in conformance with Mitsubishi's specification;

(b) the alleged defect arises because the Customer failed to follow its obligations under Clause 11, any Technical Information (defined below) or Mitsubishi's other oral or written instructions as to the storage, installation, commissioning, use or maintenance of the goods or (if there are none) good trade practice;

(c) the alleged defect arises because the Customer has integrated the goods with its internal software and/or IT systems which includes, but is not limited to: any third party software, application, operating system or any other intangible program whatsoever, that has the effect of not being compatible with the goods or otherwise causing the goods' to not perform in accordance with Mitsubishi's specification;

(d) the defect arises in connection with or as a result of Mitsubishi following any instruction, drawing, design or specification supplied by the Customer, or an affiliate, agent or subcontractor of the Customer, or any other information supplied by the foregoing prior to delivery of the goods;

(e) the Customer, or an affiliate, agent or subcontractor of the Customer, alters, modifies or repairs such goods without the written consent of Mitsubishi; or

(f) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

## 7. Price and Payment

7.1. Unless agreed separately and in writing by Mitsubishi the price of the goods shall be the price ruling in Mitsubishi's current trade price list at date of despatch excluding the costs and charges of special packaging, insurance and transport of the goods, which shall be charged to the Customer additionally. Notwithstanding any contrary provision hereof, Mitsubishi has the right to alter the prices contained in the trade price lists at any time without prior notice and it shall notify the Customer of any price variations before despatch of the goods and the Customer shall be entitled upon receiving notification of such variation to cancel the Contract by written notice to Mitsubishi delivered within seven (7) days of receipt of such notification without incurring liability to Mitsubishi.

7.2. Unless otherwise agreed in writing all money due to Mitsubishi shall be paid by the end of the month following the date of the invoice. Any sums unpaid shall thereafter bear interest at 1% per calendar month accruing from day to day.

7.3. The Customer agrees and acknowledges that Mitsubishi reserves the right by notice in writing to withdraw any credit facility offered to the Customer in the event the Customer's financial standing deteriorates to a level whereby it is unable to pay its debts as they fall due; or Mitsubishi has reasonable cause to believe that the foregoing is imminent and/or reasonably likely to occur during the term of the Contract(s), as determined by Mitsubishi either: (i) acting alone or (ii) in conjunction with its credit insurance provider (a "Financial Change").

7.4. In the event that credit is withdrawn due to a Financial Change, Mitsubishi may:

7.4.1 at its option, without incurring any liability, cancel any undelivered or incomplete portion of the Contract, or cancel any other agreement with the Customer and stop the manufacture and/or delivery of any goods;

7.4.2 change the Customer's account to a cash with order account; and

7.4.3 without prejudice to any other rights, demand immediate payment of any outstanding amounts which shall thereupon become due and payable.

7.5. Unless otherwise agreed in writing for goods to be delivered by Mitsubishi to a shipping destination outside the UK, the Customer undertakes to make payment by irrevocable letter of credit, confirmed by a first class London or Scottish clearing bank, at least ten (10) days prior to the scheduled delivery date.

7.6. Should the Customer make default in any payment or commit any act of bankruptcy or be the subject of a bankruptcy petition or execute an assignment for the benefit of his creditors, or, being a company, enter into voluntary or compulsory liquidation or suffer a Receiver or Administrator to be appointed over all or any part of his or its assets, then without prejudice to any other rights or remedies Mitsubishi may at its option without incurring any liability cancel any undelivered or incomplete portion of the Contract or cancel any other contract with the Customer and stop any goods in transit, and may without prejudice to any other rights demand immediate payment of any outstanding amounts which shall thereupon become due and payable.

## 8. Guarantee/Warranty and Exclusions

8.1 The goods will be subject to the Mitsubishi standard form of guarantee/warranty for the relevant goods, or in the event a standard form of guarantee/warranty does not apply or is not otherwise applicable to the respective goods or Customer, the goods shall be subject to a defects warranty of no more than twelve consecutive calendar months starting from the date of Mitsubishi's order acknowledgment. Mitsubishi may amend any of its goods' guarantees/warranties from time to time on giving written notice to the Customer and the Customer will utilise such replacement guarantee/warranty and no other from the date of notice, including in respect of existing stock of Mitsubishi goods.

8.2 In view of the giving by Mitsubishi of such guarantee/warranty it is agreed between Mitsubishi and the Customer that the following are fair and reasonable.

8.2.1 All terms, conditions and warranties which might otherwise be implied by statute or common law into the Contract are excluded, save anything implied by Section 12 of the Sale of Goods Act 1979 (Warranty as to Title) as amended from time to time.

8.2.2 The Customer does not and has not relied upon Mitsubishi's skill or judgement or on any representation made by or on behalf of Mitsubishi in connection with the Contract and/or the goods, unless such representation was contained in any printed specification or technical data published by Mitsubishi, or was given in writing and signed by a director of Mitsubishi.

8.2.3 Mitsubishi shall not in any event be liable in connection with any representation unless the same was contained in any printed specification or technical data published by Mitsubishi, or was given in writing and signed by a director of Mitsubishi.

8.2.4 The guarantee/warranty and the remedies expressly set out shall be the full extent of Mitsubishi's liability which will not in any event exceed in aggregate, whether as a result of breach of contract, negligence or other tort, misrepresentation, breach of statutory duty, termination, or otherwise, an amount equal to 100% of: (i) the cost of repair, replacement or credit, at Mitsubishi's option, of the goods, and/or (ii) the cost of re-performance of any ancillary services related to delivery of the goods proven to not conform to Mitsubishi's specification. Mitsubishi shall not in any circumstances be liable for any other loss or damage whatsoever, including any special, indirect or consequential loss or any loss of profit, loss of use, loss of agreements or contracts, loss of anticipated savings, loss of sales or business, loss of customers, loss of or damage to goodwill, loss of earnings or receipts or

8.4 All Contracts undertaken pursuant to these Terms and Conditions are solely in regard to the direct sale of goods and/or ancillary services between Mitsubishi and its Customer. Mitsubishi accepts no liability in regard to any other agreement directly or indirectly arising out of or in connection with the goods or the Customer's sale/project process, including any third party agreement between the Customer and the Customer's: supplier(s), customer(s), end customer(s), indirect customer(s), distributor(s), agent(s), associate(s), representative(s), investor(s), partner(s), subsidiaries, owner(s), parent(s) or ultimate parent company, any company wholly or partially owned by the Customer or by the Customer's ultimate parent company or one of its group companies or any other party, whatsoever, with whom the Customer may elect to enter into a legally binding agreement (each a "Non-Customer"). In the event the Customer and/or its Non-Customer elect to use any third party for the procurement and integration of non-Mitsubishi parts into or in combination with the goods, or for the performance of any works, deliverables, services or advice including, but not limited to: design, sub-contracting, construction, engineering and/or component integration services, as well as the provision of any intangible software, information technology, operating system, development and/or program (bespoke or off the shelf) works, that directly (or indirectly) affect or relate to the goods (together or separately "Third Party Works"), the Customer and/or Non-Customer shall be solely responsible for the scope, output and deliverables under any such Third Party Works contract; and the Customer shall always ensure it has appropriate mitigation measures in place when relying on any such Third Party Works including, but not limited to, obtaining a proportionate quantum of insurance, to protect against any defective Third Party Works when performing its work for (or with) the Non-Customer. In the event Mitsubishi introduces or otherwise recommends a third party to the Customer or a Non-Customer for any Third Party Works, any such recommendation shall be neither endorsed nor a binding nomination or mandatory requirement by Mitsubishi, and the Customer and/or Non-Customer shall in all cases be free to instruct any other third party to conduct its Third Party Works, and the Customer and Non-Customer shall be respectively responsible and liable for any reliance placed on any such Third Party Works. Mitsubishi does not undertake, warrant or represent (whether recommended or not) the quality of work, qualifications or skill of any third party performing Third Party Works, nor the functionality; specification; quality; accuracy; or output deriving from, and/or contained within, any Third Party Works. Mitsubishi shall not be liable for any: direct, indirect, special or consequential loss, damage, liability or expense incurred or suffered which is claimed to have resulted from the Customer's and/or the Non-Customer's use of, or reliance on, any Third Party Works, including without limitation, any fault, error, act, omission, interruption, negligence or delay; and the Customer shall hold harmless, reimburse and indemnify Mitsubishi for all claims, damage, losses, costs (including all legal costs), expenses, demands or liabilities arising out of or in connection with any Third Party Works.

8.5 In the event the Customer seeks to make a claim against Mitsubishi under a Contract pursuant to these Terms and Conditions, the Customer shall first notify Mitsubishi of its intention to make such a claim in a period: commencing from the day on which the Customer became, or ought reasonably to have become, aware of the claim-event having occurred (the "Event Date") (but not from a date on which the Customer may become aware of its having grounds to make a claim), and shall expire twenty-four months from the Event Date (the "Notice Period"). Mitsubishi shall have no liability in the event the Customer notifies Mitsubishi of the claim-event after the final day of the Notice Period. The Customer's notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

8.6 The guarantee/warranty set out in these Terms and Conditions apply solely in regard to goods manufactured by Mitsubishi. In the event the Customer has sought to purchase goods from Mitsubishi that have been manufactured by a third party ("Third Party Goods"), the Customer shall be solely responsible for confirming and approving the functionality, scope, specification, output and desired performance of the Third Party Goods; and the Customer shall always ensure it has reviewed the Third Party Goods' manufacturer's specification and any applicable third party warranty terms and conditions before placing an order for the respective Third Party Goods with Mitsubishi. The Customer warrants and represents that it has undertaken all applicable mitigation measures before it elected to rely on the Third Party Goods and placed its order(s) for the Third Party Goods with Mitsubishi including, but not limited to, obtaining a proportionate quantum of insurance to cover any loss or damage, and having performed detailed technical assessments of the Third Party Goods' suitability for the Customer's requirements. In the event Mitsubishi recommends or expresses an opinion on the functionality and/or compatibility of the Third Party Goods with Mitsubishi's goods or any other goods, any such recommendation or expression of opinion by Mitsubishi shall be neither endorsed nor binding in any way, and the Customer shall in all instances purchase the Third Party Goods from Mitsubishi on an "as is" basis. Conditional on the Customer immediately notifying Mitsubishi in writing that the respective Third Party Goods are defective, the Customer acknowledges and agrees that Mitsubishi's

sole obligation and the Customer's sole remedy shall be for Mitsubishi to use commercially reasonable endeavours to obtain the repair or replacement of the allegedly defective Third Party Goods, at Mitsubishi's sole discretion, subject to the terms of Mitsubishi's purchasing agreement with the supplier of the Third Party Goods. Mitsubishi does not warrant or represent that the specification; quality; accuracy; or performance output deriving from any Third Party Goods is suitable for the Customer's purposes, and Mitsubishi shall not be liable for any: direct, indirect, special or consequential loss, damage, liability or expense incurred or suffered which is claimed to have resulted from the Customer's use of, or reliance on, any Third Party Goods, including without limitation, any fault, error, act, omission, interruption, negligence or delay.

## 9. Returned Goods

- 9.1 The Customer shall be responsible for the cost of carriage and insurance in respect of all goods returned by the Customer to Mitsubishi for service or credit which goods shall be at risk of the Customer until actual receipt thereof by Mitsubishi.
- 9.2 Mitsubishi will not accept returned goods for credit or rectification unless such return has been authorised in writing by the appropriate Department of Mitsubishi or otherwise confirmed in accordance with that Department's returns procedure and the goods are received by Mitsubishi in stock condition and Mitsubishi reserves the right to determine at its sole discretion whether to accept the return of the goods or whether to rectify the goods or whether to issue a credit note in respect thereof.

## 10. Cancellation

Orders, once accepted, cannot be cancelled by the Customer without Mitsubishi's written approval, in which case the Customer agrees to indemnify Mitsubishi for all loss suffered by it as a result of an approved cancellation. Mitsubishi may in any event terminate any Contract in part or full, or any other agreement or accepted order subject to these Terms and Conditions of Sale, at any time without incurring any liability; by giving the Customer no less than seven (7) days' notice by post or email.

## 11. Technical Information and Trademarks

- 11.1 All technical information, specifications and drawings and any confidential information of any kind coming into the possession of the Customer in connection with any of Mitsubishi's goods remain the property of Mitsubishi and shall not be used by the Customer other than for the performance of any contract between Mitsubishi and the Customer. All documents shall be returnable on request.
- 11.2 The Customer shall comply with, and shall ensure it notifies all affected Non-Customers of their obligation to comply with, all applicable installation, commissioning, electrical and operational standards and directives, as well as all laws and regulations, in regard to the safe and compliant use of any purchased good(s) in its respective jurisdiction. The Customer further undertakes to comply with (and to notify the same to any Non-Customer) all information of a technical nature that pertains to a respective goods' particulars and the compliant, safe and specified usage of any purchased goods including, but not limited to: all manuals, guidelines, directives, health and safety/usage instructions, operational details, specifications, drawings, and any other documents whatsoever provided by Mitsubishi (or otherwise available through Mitsubishi's online hyperlinks, websites or applications) (together or separately "**Technical Information**"). The Customer acknowledges and agrees that all Technical Information is given in good faith, and no responsibility is accepted by Mitsubishi for their accuracy and their supply shall not be used to find liability on Mitsubishi's part.
- 11.3 The Customer shall comply with all laws and regulations affecting the purchase and/or resale, packaging and labelling of the goods and shall not alter the packaging or labelling of the goods (including any Technical Information) nor shall it conceal, obscure, remove or otherwise interfere with the packaging or labelling of the goods (including any Technical Information) unless authorised by Mitsubishi in writing.
- 11.4 The Customer shall not do any act in relation to the goods to which Section 6 of the Trade Marks Act 1938 (as amended) applies, namely the Customer shall not:
- 11.4.1 Apply any trade mark of which Mitsubishi is the proprietor or registered user ("Mitsubishi Trade Mark") to the goods after they have suffered any alteration in their state or condition, get-up or packing;
  - 11.4.2 Alter partly remove or partly obliterate any Mitsubishi Trade Mark;
  - 11.4.3 Apply any other trade mark to the goods;
  - 11.4.4 Add any other matter in writing that is likely to injure the reputation of any Mitsubishi Trade Mark.

## 12. Availability of Goods

Delivery is subject to the availability of the goods and if, owing to non-availability of such goods or any other cause beyond the control of Mitsubishi, Mitsubishi shall be unable to carry out its obligations hereunder it shall be entitled to determine this Contract forthwith by giving notice in writing to the Customer to that effect.

## 13. Severability

In the event that any of these Conditions or any part of any of them shall be held to be invalid or unenforceable, such invalidity or unenforceability of such condition or part thereof shall not affect the validity and enforceability of all remaining Conditions and parts of Conditions.

## 14. Proper Law and Jurisdiction

- 14.1 This Contract shall in all respects be governed by English Law.
- 14.2 The Customer submits to the non-exclusive jurisdiction of the English Courts, without prejudice to the right of Mitsubishi to bring any action before any other courts having jurisdiction.

## 15. Service of Notice

Any notice to be served under this Contract must be in writing and must be served by hand or by recorded delivery and in the case of a corporation shall be served at its registered office and in the case of Mitsubishi this shall be the address set out in

Clause 5.4. Service shall take effect if given by hand on the date of delivery. If given by post it shall take effect two days after posting excluding Saturdays, Sundays and statutory holidays in England.

## 16. Third Party Rights

A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefits of any term of this Contract.

## 17. COVID-19 and Brexit

- 17.1 The (i) global spread, and subsequent pandemic waves, of coronavirus ("**COVID-19**"), and (ii) process of the United Kingdom's exit from the European Union and direct and indirect consequences of the foregoing ("**Brexit**") are, together and/or separately, reasonably likely to result in material delay to component procurement, production, shipment and delivery and in other supply chain delays which in turn may cause delays in any delivery date or completion of Mitsubishi goods and/or ancillary services related to delivery of the goods, whether foreseen or unforeseen (together, or separately, a "**Special Delay**").
- 17.2 As a prevailing special condition to any Mitsubishi quotation, and without prejudice to these Terms & Conditions, the Customer acknowledges and agrees that any indicated or proposed date, milestone or other time period set out in a Contract and/or in any other document, email, purchase order, order acknowledgment or communication (in oral or recorded form); is to be construed solely as an estimate for time of delivery or performance; and any provision or term to the contrary is deemed amended and to be interpreted in accordance with this Clause.
- 17.3 Any Special Delay shall not be grounds for the Customer to terminate or cancel an order for goods and/or ancillary services related to delivery of the goods which is the subject of a Mitsubishi quotation, without Mitsubishi's prior written approval.
- 17.4 Mitsubishi does not accept liability for any loss, cost, liquidated damages or any unascertained, general or special damages of any nature whatsoever or any other claim or fine or expense (directly or indirectly) connected to COVID-19 or Brexit.
- 17.5 If either party becomes aware of the likelihood of delay or any actual delay in delivery or performance resulting from a Special Delay, the party first aware of the Special Delay shall use all reasonable endeavours to notify the other party of the same in writing, by recorded post, whereupon Mitsubishi shall issue a revised delivery date or alternative remedy.

## 18. Bribery Act 2010 and Compliance

The Customer shall ensure, and ensure that its directors, employees, agents, representatives, affiliates, group companies, members and any other party acting on its behalf shall:

- 18.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and those relating to anti-slavery and human trafficking (including the Modern Slavery Act 2015) ("**Relevant Requirements**"), as well as complying with: its own ethics, anti-bribery and anti-corruption policies, any relevant industry code on anti-bribery and any such related guidance or policy made available by Mitsubishi (whether in physical copy or otherwise available from Mitsubishi's website, hyperlink or any other digital method), in each case as may be updated from time to time ("**Relevant Policies**");
- 18.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 18.3 have and shall maintain in place their own policies and procedures including, but not limited to, adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies, and will enforce them where appropriate; and
- 18.4 promptly notify Mitsubishi (in writing) if a public official in any jurisdiction becomes its officer or employee (and the Customer warrants it has no public officials in any jurisdiction as officers, employees or direct or indirect owners at the date of the Contract).

Breach of this Clause shall be deemed a material breach, whereupon Mitsubishi may terminate the respective Contract with immediate effect by giving written notice to the Customer. The Customer shall indemnify and hold Mitsubishi harmless against any and all claims, losses or damages arising from, or related to, such breach.

August 2023