TERMS AND CONDITIONS OF SALE

1 DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in the Contract.

Business Day
a day other than a Saturday, Sunday or public holiday in Northern Ireland, when banks in Belfast are open for business.

Conditions
the terms and conditions set out in this document, as amended from time to time in accordance with clause 19.3.

Contract
the contract between Hivolt and the Customer for the sale and purchase of the Products and/or Services in accordance with these Conditions and the Order.

Customer
the person or firm who purchases the Products and/or Services from Hivolt, as detailed in the Order.

Delivery Location
has the meaning given in clause 4.1.

Products
the products (or any part of them) set out in the Order.

Order
the Customer's order for the Products, whether set out in the Customer's purchase order form, the Customer's acceptance of Hivolt's quotation or otherwise set out in writing, as the case may be.

Services
the services set out in an Order, if applicable.

Specification
any specification for the Products or Services, as described or expressly referred to in an Order.

Incoterms® 2020 the standardised set of international trade terms published by the International Chamber of Commerce in 2020.

EXW (Ex Works)
has the meaning given to those rules in the Incoterms® 2020.

FCA (Free Carrier)
has the meaning given to those rules in the Incoterms® 2020.

Force Majeure Event
has the meaning given in clause 14.1.

Hivolt
Hivolt Capacitors Limited (registered in Northern Ireland with company number NI029851) of Maydown Industrial Estate, Derry, BT47 6UQ

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to legislation or a legislative provision is a reference to it as amended, superseded or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 A reference to writing or written includes email but not fax.

2 ORDER

2.1 These Conditions 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 of dealing. The Customer acknowledges that Hivolt may fulfil the Order without a purchase order, and that any purchase order issued by the Customer and any purchase order number given by the Customer is for the purposes of invoice reconciliation and information only. All terms and conditions of the Customer, whether included on its purchase order, acknowledgement of quote or order or otherwise are expressly excluded and the Customer agrees that by proceeding with

	the Order that it does not rely on such terms and conditions for any purposes.	**3**	**PRODUCTS**
2.2	The Order constitutes an offer by the Customer to purchase the Products and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of an Order and any applicable Specification are complete and accurate.	3.1	The Products are described in the Order and Specification.
2.3	The Order shall only be deemed to be accepted when Hivolt issues its acceptance of the Order (in writing) or performs any act consistent with fulfilling the Order, at which point the Contract shall come into existence. The Order cannot be cancelled or rescheduled without Hivolt's prior written consent.	3.2	To the extent that the Products are manufactured in accordance with any designs, specification or instructions of the Customer, the Customer shall indemnify Hivolt 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 professional costs and expenses) suffered or incurred by Hivolt in connection with any claim made against Hivolt for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Hivolt's use of the Customer's designs, specification and/or instructions.
2.4	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.	**4**	**DELIVERY**
2.5	Any samples, drawings, descriptive matter or advertising produced by Hivolt and any descriptions or illustrations contained in Hivolt's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products and/or Services referred to in them. They shall not form part of the Contract nor have any contractual force	4.1	Hivolt shall deliver (or procure delivery of) the Products to the location set out in the Order or such other location as the parties may agree in writing ("Delivery Location") at any time after Hivolt notifies the Customer that the Products are ready for despatch.
2.6	Any quotation for the Products and/or Services given by Hivolt shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue, provided that Hivolt has not previously withdrawn it.	4.2	Unless Hivolt elects otherwise, the Customer agrees that if a Delivery Location is other than in Northern Ireland then Hivolt shall, at its absolute discretion and as detailed in the Order, provide the Products to the Delivery Location under the EXW (Ex Works) or FCA (Free Carrier) rules (in whole or part). The Customer acknowledges that the EXW (Ex Works) or FCA (Free Carrier) rules (as applicable) are expressly incorporated into the Contract and if there is any conflict or inconsistency between the Incoterms® 2020 and these Conditions, these Conditions shall prevail.
2.7	Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by Hivolt shall be subject to correction without any liability on the part of Hivolt.	4.3	Delivery is completed: (a) with respect to any Products provided under the EXW (Ex Works) rules, when delivery is made by Hivolt according to the EXW (Ex Works) rules;
2.8	In the event of any conflict between these Conditions and the Order, the terms of the Order shall prevail with respect to the subject matter of the conflict only.		

	(b) with respect to any Products provided under the FCA (Free Carrier) rules, when delivery is made by Hivolt according to the FCA (Free Carrier) rules; and (c) with respect to any other Products, on completion of unloading the Products at the Delivery Location by the carrier or Customer (whichever occurs earlier).		and charge the Customer for all related costs and expenses (including insurance); or (b) terminate the Contract with immediate effect and resell the Products at the best price readily obtainable and charge the Customer for any shortfall below the price under the Contract.
4.4	Each delivery will be deemed to have been accepted by the Customer upon receipt of Products at the Delivery Location. The Customer shall perform whatever inspection or tests the Customer deems necessary as promptly as possible but in any event within 10 Business Days of delivery.	4.9	If Hivolt delivers up to and including 5% more or less than the quantity of Products ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Products was delivered (given within 5 Business Days of delivery), Hivolt may make a pro rata adjustment to the invoice for the Products.
4.5	Where Hivolt accepts that it has supplied the wrong Products (but not otherwise), Hivolt will issue a return number with which the Customer shall identify the relevant Products prior to returning them to Hivolt. Hivolt will refund all reasonable costs incurred by the Customer in returning the incorrect Products. In all other cases, returned Products shall only be accepted by Hivolt by prior written agreement and then only if return carriage is pre-paid by the Customer.	4.10	Hivolt may deliver the Products by Instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
		4.11	Where Hivolt arranges carriage and/or insurance of the Products for transit to the Customer, Hivolt shall be deemed to be acting solely as agent of the Customer and Sections 32(2) & (3) of the Sale of Goods Act 1979 shall not apply.
4.6	Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.	**5**	**QUALITY OF PRODUCTS**
		5.1	Hivolt warrants that on delivery, and for a period of 12 months from the date of delivery ("Warranty Period"), the Products shall conform in all material respects with their description and any applicable Specification. All other warranties or conditions (whether express or implied) as to quality, condition, description, compliance with sample or fitness for purpose (whether statutory or otherwise) other than those expressly set out in the Contract are excluded to the fullest extent permitted by law.
4.7	Hivolt shall not be liable for any delay in delivery of, or failure to deliver, the Products that is caused by a Force Majeure Event or the Customer's failure to provide Hivolt with adequate delivery instructions or any other instructions that are relevant to the supply of the Products or if the Customer does not co-operate with Hivolt. If Hivolt fails to deliver the Products for any other reason, its liability shall be limited to the price paid by the Customer for the undelivered Products.		
4.8	If the Customer fails to accept delivery of the Products, then, except where such failure or delay is caused by a Force Majeure Event: (a) Hivolt shall store the Products (at the Customer's risk) until delivery takes place,	5.2	Subject to clause 5.3, if: (a) the Customer gives notice in writing to Hivolt during the Warranty Period within 5 Business Days of discovery that some or all of the Products do not comply with the

	warranty set out in clause 5.1; (b) Hivolt is given a reasonable opportunity of examining such Products; and (c) the Customer (if asked to do so by Hivolt) returns such Products to Hivolt's place of business at the Customer's cost, Hivolt shall, at its option, repair or replace the defective Products, or refund the price of the defective Products in full.		Customer the benefit of any warranty or guarantee given to Hivolt.
5.3	Hivolt shall not be liable for any Product's failure to comply with the warranty set out in clause 5.1 if: (a) the Customer makes (or permits) any further use of such Products after giving notice in accordance with clause 5.2; (b) the defect arises because the Customer failed to follow Hivolt's oral or written instructions as to the storage, commissioning, assembly, installation, testing, use and maintenance of the Products or (if there are none) good trade practice regarding the same; (c) the defect arises as a result of Hivolt following any design, instruction or specification supplied by the Customer; (d) the Customer alters or repairs such Products without the prior written consent of Hivolt; (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, abnormal storage or working conditions; (f) the Products differ from their description in the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; and/or (g) the Customer has not paid for the Products in full, by the relevant due date.	5.7	The Products are sold on the basis that the Customer does not deal as a consumer (within the meaning of the Unfair Contract Terms Act 1977) and that the Customer has satisfied itself as to the suitability of the Products for use or resale by the Customer in accordance with the Customer's specialised knowledge and skill. In particular Hivolt expressly disclaims all warranties that use of the Products or any part thereof will result in any economic advantage, increase in profits or reduction in costs for the Customer.
5.4	Except as provided in this clause 5, Hivolt shall have no liability to the Customer in respect of any Product's failure to comply with the warranty set out in clause 5.1.	5.8	Hivolt reserves the right to make any changes in the Specification which are required to conform with any applicable statutory or EC requirements or, where the Products are to be supplied to Hivolt's specification, which do not materially affect their quality or performance.
5.5	These Conditions shall apply to any repaired or replacement Products supplied by Hivolt.	**6**	**TITLE AND RISK**
5.6	Where the Products are not manufactured by Hivolt, the warranty period and its terms shall be limited to such warranty as Hivolt receives from the manufacturer(s) of the Products and Hivolt shall endeavour to transfer to the	6.1	The risk in the Products shall pass to the Customer on dispatch from Hivolt's (or its agent's) premises.
		6.2	Title to the Products shall not pass to the Customer until the earlier of: (a) Hivolt receives payment in full (in cash or cleared funds) for the Products and any other goods that Hivolt has supplied to the Customer in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums; and (b) the Customer resells the Products, in which case title to the Products shall pass to the Customer at the time specified in clause 6.4.
		6.3	Until title to the Products has passed to the Customer, the Customer shall: (a) store the Products separately from all other goods held by the Customer so that they remain readily identifiable as Hivolt's property; (b) maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of

	delivery (including those Products delivered under the EXW (Ex Works) or FCA (Free Carrier) rules (as applicable)); (c) notify Hivolt immediately if it becomes subject to any of the events listed in clauses 13.2(c) to 13.2(e) (inclusive); and (d) give Hivolt such information as Hivolt may reasonably require from time to time relating to the Products.	7.3	The Customer shall co-operate with Hivolt in all matters relating to the Services and shall provide Hivolt with such information and materials (and access to any facilities or premises) as may be necessary for Hivolt to supply the Services. Hivolt shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer's failure or delay to perform any of its obligations as set out in this clause 7.3.
6.4	Subject to clause 6.5, the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before Hivolt receives payment for the Products. However, if the Customer resells the Products before that time: (a) it does so as principal and not as Hivolt's agent; (b) title to the Products shall pass from Hivolt to the Customer immediately before the time at which resale by the Customer occurs; and (c) the entire proceeds of sale or any insurance proceeds payable in respect of the Products shall be held on trust for Hivolt.	8	PRICE AND PAYMENT
6.5	At any time before title to the Products passes to the Customer, Hivolt may: (a) by notice in writing, terminate the Customer's right under clause 6.4 to resell the Products or use them in the ordinary course of its business; and/or (b) require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them. In the event that the Products are in the possession of a third party, the Customer shall use its best endeavours to procure the consent and cooperation of such third party to facilitate repossession of the Products by Hivolt.	8.1	The price of the Products and Services shall be the price set out in the Order, or, if no price is quoted, the price set out in Hivolt's published price list in force as at the date of delivery.
7	SERVICES	8.2	Hivolt may, at any time, increase the price of the Products and/or Services to reflect any increase in costs that is due to: (a) any factor beyond Hivolt's reasonable control (including foreign exchange fluctuations, currency regulations, increases or imposition in taxes and duties, and increases in labour, materials, freight, shipping or other manufacturing related costs); (b) any request by the Customer to change the delivery date(s), quantities and/or types of Products or Services ordered, and/or the Specification; and/or (c) any delay caused by instructions of the Customer and/or failure of the Customer to give Hivolt adequate or accurate information or instructions.
7.1	The Services are described in the Order and Specification.	8.3	The prices: (a) exclude amounts in respect of value added tax (VAT), or any other sales tax, duty or import or export duty, brokers fees and clearance fees, which may be chargeable and which the Customer shall additionally be liable to pay to Hivolt at the prevailing rate; and (b) save as otherwise provided for under the EXW (Ex Works) or FCA (Free Carrier) rules (as applicable), exclude the costs and charges of carriage, packaging, insurance,
7.2	Hivolt shall provide the Services with reasonable skill, care and diligence.		

	storage, handling and transport of the Products, which (save as expressly stated in the O.		branding and trade marks, and any modifications or developments to any of the foregoing shall be owned by Hivolt (or its licensors) at all times.
8.4	Save as expressly stated in the Order, Hivolt may invoice the Customer for: (a) the Products, on or at any time after despatch of the Products; and (b) the Services, monthly in advance.	9.2	Nothing in the Contract shall be construed as conferring any licence or granting any rights in favour of the Customer in relation to such Intellectual Property Rights.
8.5	The Customer shall pay each invoice submitted by Hivolt: (a) within 30 days of the date of the invoice; and (b) in full and in cleared funds to a bank account nominated in writing by Hivolt, and time for payment shall be of the essence of the Contract.	9.3	The Customer shall not, at any time: (a) remove, deface or obscure any identifying mark or packaging on or relating to the Products; or (b) reverse engineer the Products.
8.6	If the Customer fails to make a payment due to Hivolt under the Contract by the due date, then, without limiting Hivolt's remedies under clause 13, 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 8.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.	**10**	**ADVICE**
		10.1	Any advice or recommendation given by Hivolt or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Products which is not confirmed in writing by Hivolt is followed or acted upon entirely at the Customer's own risk, and accordingly Hivolt shall not be liable for any such advice or recommendation which is not so confirmed.
8.7	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). If any deductions or withholdings are required by law to be made from any of the sums payable under the Contract, the Customer shall pay to Hivolt any sum as will, after the deduction or withholding is made, leave Hivolt with the same amount as it would have been entitled to receive without that deduction or withholding.	10.2	Without prejudice to the foregoing, Hivolt's employees or agents are not authorised to make any representations regarding any Products or Services unless confirmed by Hivolt in writing and signed by a Director of Hivolt. The Customer acknowledges that it does not rely on any such representations that are not so confirmed.
		11	**LIMITATION OF LIABILITY**
		11.1	The restrictions on liability in this clause 11 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, statutory duty, restitution or otherwise.
8.8	All costs and expenses reasonably incurred by Hivolt in recovering monies due to it will be charged to and be payable by the Customer.	11.2	Nothing in the Contract limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; and (c) breach of the terms implied by section 12 of the Sale of Products Act 1979.
9	**INTELLECTUAL PROPERTY**		
9.1	All Intellectual Property Rights in and to the Products and the Services (including all deliverables and outputs thereof), together with all associated packaging, get-up,		

11.3 Subject to clause 11.2, the following types of loss are wholly excluded:
(a) loss of profits;
(b) loss of sales or business;
(c) loss of agreements or contracts;
(d) loss of anticipated savings;
(e) loss of use or corruption of software, data or information;
(f) loss of or damage to goodwill (in each case, whether direct or indirect); and
(g) any indirect or consequential loss.

11.4 Subject to clauses 11.2 and 11.3, Hivolt's total liability to the Customer shall not exceed 100% of the price paid or payable by the Customer to Hivolt for the Product or Service to which the claim (or series of connected claims) relates.

12 CONFIDENTIALITY

12.1 Each party undertakes that it shall not at any time during the Contract, and thereafter, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13 SUSPENSION AND TERMINATION

13.1 Without limiting its other rights and remedies, Hivolt may suspend provision of the Products under the Contract or any other contract between the Customer and Hivolt if the Customer becomes subject to any of the events listed in clauses 13.2(c) to 13.2(e) (inclusive), or Hivolt, reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under the Contract on the due date for payment.

13.2 Without limiting its other rights or remedies, Hivolt may terminate the Contract with immediate effect by giving written notice to the Customer if:
(a) the Customer fails to pay any amount due under the Contract on the due date for payment;
(b) the Customer commits any other material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of being notified in writing to do so;
(c) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
(d) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
(e) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

13.3 On termination of the Contract for any reason the Customer shall immediately pay to Hivolt all of Hivolt's outstanding unpaid invoices and interest and, in respect of Products and/or Services supplied but for which no invoice has been submitted, Hivolt shall submit an invoice, which shall be

	payable by the Customer immediately on receipt.	14.3	If, as a result of a Force Majeure Event, delivery of the Products is delayed for more than 90 consecutive days: (a) Hivolt may cancel the Contract on written notice to the Customer, and shall not be liable for any loss or damage as a result of such cancellation or rescission; or (b) the Customer may cancel the Contract without liability to Hivolt, save that where the Products have been specially obtained for the Customer and in Hivolt's reasonable opinion there is no readily available market for them, the Customer may not cancel the Contract and shall remain liable to pay Hivolt for the full purchase price for the Products.
13.4	Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.		
13.5	Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect, including clauses 1, 3.2, 5.3, 5.4, 5.7, 6, 8, 9, 10, 11, 12, 13.3, 13.4, 13.5, 15, 16, 0, 18, 19.2, 19.4, 19.5, 19.7 and 19.8.	15	**EXPORT CONTROL AND USE OF PRODUCTS**
14	**FORCE MAJEURE**		
14.1	"Force Majeure Event" means an event, circumstance or cause beyond a party's reasonable control including, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic (including any continuation of COVID-19), terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, nuclear, chemical or biological contamination or sonic boom, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, non-performance by or supply constraints of suppliers or subcontractors (including lack or shortage of, or increases in prices of, raw materials or other supplies), and/or any interruption or failure of utility service.	15.1	The Customer confirms that it will be the recipient of Products to be delivered by Hivolt. The Customer agrees that the Products and Services will not be used for purposes associated with any chemical, biological, nuclear weapons or missiles capable of delivering such weapons, or in support of any terrorist activity or any other military use, nor will they be re-sold if it is known or suspected that they are intended to be used for such purposes. The sale, resale or other disposition of certain Products and related technologies or documentation may be subject to the export control laws, regulations and orders of the United Kingdom and may also be subject to the export and/or import control laws and regulations of other countries. The Customer agrees to comply with all such laws, regulations and orders and agrees that it shall not directly or indirectly sell, resell, export, re-export, or otherwise dispose of or deal with, any Products to any country, destination or person to which the same is restricted or prohibited. The Customer acknowledges its responsibility to obtain any required licence for the acquisition, carriage, use, export, re-export or import of the Products. Failure to obtain such licence(s) shall not entitle the Customer to withhold or delay payment of the price for
14.2	Neither party shall be in breach of the Contract nor liable for any delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from a Force Majeure Event. In such circumstances the affected party will promptly notify the other party in writing of the Force Majeure Event. Time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.		

	the Products. Any additional expenses or charges incurred by Hivolt resulting from such failure shall be for the Customer's account.		and all of its subcontractors involved with the Contract so comply.
15.2	The Customer agrees that Products sold by Hivolt are not designed for use in life support, life sustaining or nuclear applications, or other applications or products for which a product failure may result in personal injury, death, or catastrophic property damage. If the Customer sells or otherwise uses the Products for such applications, or breaches its obligations relating to export restrictions, product use or misuses the Products in any manner, the Customer agrees that it does so completely at its own risk and shall indemnify Hivolt 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 professional costs and expenses) suffered or incurred by Hivolt resulting from such sale, use and/or misuse.	16.2	The expressions 'adequate procedures' and 'associated' shall be construed in accordance with the Bribery Act 2010 and documents published under it.
15.3	The Customer shall provide to Hivolt in a timely manner, end-user, end-use and other documentation, certifications and information as may be requested by Hivolt at any time.	16.3	Without limitation to the above, the Customer shall not make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
15.4	The Customer shall maintain complete and accurate records concerning all actions taken by, on behalf of, or at the direction of the Customer pursuant to this Agreement. Upon request from Hivolt, the Customer shall furnish Hivolt with copies of all documents relating to the sale or export of the Products.	**17**	**MODERN SLAVERY**
16	**ANTI-BRIBERY**	17.1	The Customer shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015.
16.1	The Customer shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010, and shall ensure that it has in place adequate procedures to ensure compliance with such bribery laws to prevent bribery, and shall use all reasonable endeavours to ensure that all of its personnel, all others associated with it,	17.2	The Customer shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.
		17.3	The Customer represents and warrants that it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
		18	**HEALTH AND SAFETY AT WORK**
		18.1	The Customer shall be solely responsible for and shall indemnify Hivolt 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 professional costs and expenses) suffered or incurred by Hivolt arising directly or indirectly from use of the Products other than in accordance with the uses to which a competent engineer would

	put products of that description and specification or which may be contained in literature supplied by Hivolt.	19.3	Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
18.2	It is a condition of the Contract that all information supplied by Hivolt about the use for which the Products are designed and have been tested, about the results of any relevant tests and about conditions necessary to ensure that Products will be safe and without risk to health when properly used, are publicised or displayed by the Customer to those persons who will use the Products.	19.4	Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. restrict the further exercise of that or any other right or remedy.
19	**GENERAL**		
19.1	Assignment and other dealings. (a) Hivolt may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract. (b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Hivolt.	19.5	Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of that Contract. If any provision of the Contract is deemed deleted under this clause 19.5 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
19.2	Entire agreement. (a) Each Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. No oral agreements or representations and no course of dealings between the parties or usage of trade shall be relevant to supplement, explain, contradict or vary in any way, any provision contained herein. (b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.	19.6	Notices. (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be: (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (ii) sent by email to sales@hivoltcapacitors.com for Hivolt; and the email address(es) specified in the Order for the Customer. (b) Any notice shall be deemed to have been received: (i) if delivered by hand, at the time the notice is left at the proper address; (ii) (iii) (c) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause (iii), business hours means 9.00am to 5.00pm

	Monday to Friday on a day that is not a public holiday in the place of receipt. (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.		
19.7	Third party rights. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.		
19.8	Governing law and jurisdiction. Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation, shall be governed by and construed in accordance with the law of Northern Ireland. Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.		