

1. General Provisions and Scope of Application

- (1) These General Terms and Conditions ("GTC") apply exclusively. sera ProDos UK Limited (registered in England with company number 02075734) ("sera") shall not be bound by any other diverging or conflicting terms and conditions of the person or firm who purchases goods or services from sera ("Goods") ("Buyer") unless sera expressly acknowledges in writing that such terms and conditions shall apply. These GTC shall apply for any subsequent orders and the supply of spare parts without the requirement for further notices and references.
- (2) Subsidiary agreement, warranties and representations as well as all changes or amendments whatsoever must be made in writing and agreed by an authorized officer of sera in order to be valid.

2. Offers and Order Confirmation

- (1) The Order constitutes an offer by the Buyer to purchase the Goods in accordance with these terms. No order submitted by the Buyer will be deemed as accepted until confirmed by sera in writing.
- (2) The Order shall only be deemed to be accepted when sera issues written acceptance of the Order at which point and on which date the Contract shall come into existence.
- (3) sera reserves the ownership rights and copyrights to illustrations, drawings, calculations and other offer-related documents, including similar data in tangible or intangible form or in an electronic format; they may not be made accessible to third parties and require the express written approval of sera before forwarding them to third parties and must be returned to sera immediately, if no order will be issued to sera and so requested by sera.
- (4) Any samples, drawings, descriptive matter or advertising issued by the sera and illustrations or descriptions of the Goods contained in the sera's catalogues, websites or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force, unless they have been explicitly referred in writing as binding.
- (5) The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of sera which is not set out in the contract between sera and the Buyer.

3. Cancellation by purchaser

No purchase order which has been accepted by the sera may be cancelled by the Buyer except with the agreement in writing of sera and on terms that the Purchaser will indemnify the company in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages, charges and expenses incurred by sera as a result of cancellation.

4. Scope of Supply and/or Services

- (1) The description of the Goods is set out in any specification for such Goods agreed in writing between sera and the Buyer. In the case of sales agreements, the agreed delivery clauses are to be understood in accordance with the applicable Incoterms if any specified within the contract.
- (2) Unless otherwise agreed, costs for arranged erection and assembly, including all necessary incidental costs such as travel or transport costs for tools or personal baggage, are to be separately paid for by the Buyer.
- (3) sera may deliver the Goods by instalments to the extent that they have been agreed between sera and the Buyer or can be considered reasonable taking into account the interests of both parties.
- (4) The duties of sera as regards deliveries abroad are subject to the granting of required export licenses.
- (5) sera shall grant the intellectual property rights to the Buyer in accordance with clause 14.

5. Packing

Shipments are always packed with standard packaging items of sera. sera is entitled to choose the required type of packing at its own discretion. Any related costs are the responsibility of the Buyer.

6. Deadlines for Supply and Services

- (1) Deadlines shall require the mutual written consent of the parties or a written order confirmation by sera. Compliance with deadlines for deliveries and services presumes timely receipt of all supporting documents to be provided by the Buyer as well as the submission of necessary authorizations and releases, in particular, drawings and plans, and compliance with the agreed terms of payment and other duties of the Buyer.
- (2) The delivery period commences with the final technical and commercial acceptance.
- (3) If these prerequisites are not fulfilled in a timely manner, the deadline will be extended accordingly, unless the delay is attributable to sera.
- (4) sera shall not be liable for a force majeure event (circumstances beyond either parties control) or the customer's failure to provide sera with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. If a force majeure event occurs, the agreed delivery periods shall be extended accordingly.
- (5) If the agreed services do not include erection and assembly, delivery is complete when the operational goods have been dispatched or collected within the agreed delivery or performance time limit. If shipment is delayed on account of circumstances attributable to the Buyer, the term for delivery is deemed met when a notice is issued that the shipment is ready for dispatch within the agreed term.
- (6) If the Buyer demands the amendment of technical or commercial contract terms after sera has indicated delivery deadlines, such periods of time shall be prolonged accordingly, without the need for further notices by sera.

- (7) If the Buyer requests delayed shipment or delivery of more than a month after a notice has been issued that the shipment is ready for dispatch, the Buyer may be charged storage costs of 1 % of the invoice value of the Goods as specified in the contract per month or part month of delay.
- (8) sera is entitled to immediately suspend delivery and the performance of the contract, if (i) the Buyer petitions for bankruptcy or takes any steps or action in connection with its entering administration, provisional liquidation or any arrangement with its creditors, being wound up (whether voluntarily or by order of the court), having a receiver appointed to any of its assets or ceasing to carry on business or (ii) the financial position of the Buyer has significantly deteriorated.
- (9) sera is in default only if the agreed delivery deadline is exceeded and the Buyer has notified sera accordingly in writing.
- (10) If sera is responsible for the non-compliance with the agreed delivery date and the Buyer has suffered actual losses, the Buyer shall be entitled to claim liquidated damages for delay at 0.25% for each completed week up to a total of 5% of the contract value of the Goods which could not be put to the intended use due to the delay.
- (11) Further claims for compensation of the Buyer that exceed the above limits shall be excluded in all cases of delivery default or late performance.
- (12) The above clauses shall not apply in the event of liability due to deliberate acts, gross negligence and bodily harm.
- (13) Following exhaustion of liquidated damages for delay the Buyer shall grant a further period as is reasonable in all the circumstances (not less than 4 weeks) following which it shall be entitled to terminate the contract and receive a full refund for Goods not delivered.

7. Prices, Conditions and Terms of Payment

- (1) All prices shall be set out in the specification and shall be in GBP Sterling unless otherwise stated. For supply transactions, prices are "ex works" (incoterms 2010 EXW (sera's premises)), excluding packaging unless otherwise specified in the contract. The prices do not include any sales tax (VAT).
- (2) Shipping costs are at the expense of the receiver and/or Buyer. Packaging costs are calculated separately. Packing materials are not taken back.
- (3) The deduction of cash discounts shall require a separate written agreement.
- (4) Notwithstanding any other provisions stipulated in the order confirmation, the purchase price shall be paid net (without any deductions) within thirty (30) days from the date of invoice.
- (5) If the Buyer fails to make a payment due to sera under the contract by the due date, then the Buyer shall pay interest on the overdue sum from the due date. Interest will accrue each day at 6% a year above the Bank of England's base rate from time to time, but at least 6% a year for any period when that base rate is below 0%.
- (6) Payments shall be regarded as received on the day the funds are at the disposal of sera.
- (7) Unless otherwise agreed, Goods to be delivered abroad require the issuance of an irrevocable letter of credit by the Buyer in favor of sera, which is confirmed by a UK bank.
- (8) Without affecting any other right or remedy available to it, sera may suspend the Goods under the contract if the Buyer fails to pay any amount due under the contract on the due date for payment. sera shall notify the Buyer in writing of its intention to suspend the Goods until payments is received.
- (9) The Buyer may set off claims or assert a right of retention only if such claims are either indisputable or legally binding.
- (10) A minimum net order value of GBP £100.00, excluding VAT is required on all orders accepted by sera. Any order below this value will be subject to a GBP £35.00 net handling fee.

8. Transfer of Risk

Unless otherwise agreed in the contract irrespective of whether the deliveries were made free of charge, the risk of loss and of deterioration of the Goods provided by sera shall pass to the Buyer as follows:

- (1) If the Goods do not include assembly or erection, including partial deliveries, at the time when the Goods are shipped or collected.
- (2) If the Goods include erection or assembly, at the day of acceptance at the Buyer's premises or, if so agreed, after a fault-free trial run.
- (3) The risk shall immediately pass on to the Buyer upon notice from sera if dispatch, shipping, the start or performance of erection or assembly, the acceptance in the Buyer's premises or the trial run is delayed for reasons attributable to the Buyer or if the Buyer has otherwise failed to accept the Goods. The same shall apply if the Goods have not been shipped yet and are still located at the factory of sera.

9. Insurance

Upon request and at the expense of the Buyer, Goods shall be insured by sera against the usual risks of transport. If such insurance has been taken out, sera shall be immediately notified of any damages during transit.

10. Retention of Title

- (1) sera retains title to the Goods until sera has received payment in full (in cash or cleared funds) for the Goods and in addition any other goods or services that sera has supplied to the Buyer in respect of which payment has become due.
- (2) The retention of title applies also to confirmed trade balances to the extent that sera accounts receivables against the Buyer in a current account.
- (3) Until title to the Goods has passed to the Buyer, the Buyer shall:
 - a) hold the Goods on a fiduciary basis as sera's bailee;
 - b) advise any discrepancy of delivered goods as soon as is practically feasible and not later than 2 weeks from receipt of such goods.

- c) advise any discrepancy of delivered goods as soon as is practically feasible and not later than 2 weeks from receipt of such goods.
 - d) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as sera's property;
 - e) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - f) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - g) notify sera immediately if it becomes subject to any of the events listed in clause 6(8); and
 - h) give sera such information relating to the Goods as sera may require from time to time; but the Buyer may resell or use the Goods in the ordinary course of its business.
- (4) If before title to the Goods passes to the Buyer and the Buyer becomes subject to any of the events listed in clause 6(8), or sera reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy sera may have, sera may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

11. Warranty and Defects in Quality

- (1) sera warrants that on delivery and for the warranty period specified in clause 11(3) the Goods shall
- a) conform in all material respects with their description and any applicable specification;
 - b) be free from material defects in design, material and workmanship;
 - c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - d) be fit for any purpose held out by the sera.
- (2) Subject to the other provisions of this clause if:
- a) the Buyer gives notice in writing to sera during the warranty period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 11(1);
 - b) sera is given a reasonable opportunity of examining such Goods; and
 - c) the Buyer (if asked to do so by sera) returns such Goods to sera's place of business at the Buyer's cost,

sera shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

- (3) The warranty period shall be twelve months from commissioning (single shift operation of up to 8 hours daily) and is limited to fourteen months after the transfer of risks (see clause 7). Multi-shift operation shall reduce the warranty period accordingly. The warranty period of the initial delivery shall apply for rework.
- (4) Supplied replacement parts. Above provisions shall not apply to claims and rights, for which the law specifies longer mandatory periods in accordance with English Law.
- In appropriate cases, the warranty period may be extended up to a maximum of 60 months, if the Buyer has entered a maintenance agreement for the corresponding period with sera.
- (5) Claims based on defects in cases of insignificant deviations from the agreed specification, or presumed quality, of only minor impairment of usefulness, of natural wear and tear or damages arising after the transfer of risk from faulty or negligent handling, excessive strain, unsuitable equipment or replacement material, faulty construction work or unsuitable site conditions or from particular external influences not assumed under the contract, unfavorable chemical, electrochemical or electrical effects, adverse weather conditions or unsuitable operating conditions, faulty assembly or commissioning by the Buyer or third parties, non-compliance of the instruction manual provided by sera as well as due to non-reproducible software errors, are excluded.

In addition, the Buyer is not entitled to demand the defect to be rectified if the defect is attributable to the following causes: Inappropriate or incomplete statement of works and/or description of services or instructions issued by the Buyer; materials or components supplied or stipulated by the Buyer; changes to specification which are made to ensure compliance with statutory or regulatory requirements.

- (6) Claims based on defects attributable to improper modifications or repair work carried out by the Buyer or third parties and the consequences thereof shall be likewise excluded. In this case, the warranty provided by sera ceases with immediate effect.
- (7) sera shall not assume additional costs of travel and transport, labour and material, to the extent that expenses are increased because the Goods were subsequently brought to another location than the Buyer's branch office or the original site, unless doing so complies with the intended use of the Goods.
- (8) The Buyer is always obliged to take all reasonable steps to keep expenses for subsequent performance as low as possible. sera shall share any recall costs only if required according to the factual and legal situation. The Buyer is obliged to return defective products to sera, or at the discretion of sera, to make such products accessible for inspection and examination.
- (9) The Buyer's right of recourse against sera is limited to cases where the Buyer has not concluded an agreement with its customers exceeding the scope of this clause governing claims based on defects. Moreover, above clause 11(6) shall apply mutatis mutandis to the scope of the right of recourse the Buyer may have against sera.
- (10) The Buyer's claim for damages or reimbursement of expenses based on breach of obligations or any other legal reason shall be excluded. The above limitation shall not apply in the event of liability under statutory regulations for damages to life and limb, bodily injury, or harm to health.
- (11) Furthermore, the provisions of clause 13 (other claims for damages) shall apply to any claims for damages. Any other claims of the Buyer against sera or its agents or any such claims exceeding the claims provided for in this clause 11 shall be expressly excluded.

- (12) The warranty provided by sera for legitimate claims within the United Kingdom covers the repair of defective parts in the Goods or the delivery of replacement parts.
- (13) Outside of the United Kingdom, the warranty obligations of sera are restricted to the delivery of replacement parts. Replaced parts become sera property.
- (14) Except as provided in this clause 10, sera shall have no liability to Buyer in respect of the Goods failure to comply with the warranty set out in clause 11(1).
- (15) Except as set out in these GTC, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.

12. Guarantee and Product Description

Guarantee provisions are only binding if they are given in written form.

13. Limitation of liability

- (1) Nothing in these GTC shall limit or exclude sera's liability for:
- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - b) fraud or fraudulent misrepresentation;
 - c) breach of the terms implied by clause 13 of the Sale of Goods Act 1979;
 - d) defective products under the Consumer Protection Act 1987;
 - e) any matter in respect of which it would be unlawful for sera to exclude or restrict liability.
- (2) Subject to clause 13(1):
- a) sera shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract (including any losses that may result from a deliberate breach of the Contract by sera, its employees, agents or subcontractors; and
 - b) sera's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, including losses caused by a deliberate breach of the Contract by sera, its employees, agents or subcontractors shall not exceed the price of the Goods.
- (3) For all products having a network connection, the risk of loss or alteration of data and the risk of faulty data transmission shall pass to the Buyer at the first network interface point of the product.
- (4) In the case of software, the risk of loss or alteration of data and the risk of faulty data transmission shall pass to the Buyer upon installation of the software.
- (5) Despite careful monitoring of data, sera assumes no liability for data which are transmitted over an open network interface or other systems into the Buyer's system.

14. Intellectual Property Rights and Copyright, Defect of Title

- (1) Unless otherwise agreed, sera shall provide the Goods free from third parties' intellectual property rights and copyrights (hereinafter referred to as "industrial property rights") in the country of delivery only.
- (2) All industrial property rights in or arising of or in connection with the Goods shall be owned by sera.
- (3) sera grants to the Buyer, or shall procure the direct grant to the Buyer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the contract for the purposes of receiving and using the Goods.
- (4) The Buyer shall not sub-license, assign or otherwise transfer the rights granted by clause 14.
- (5) If a third party asserts a justified claim against the Buyer based on an infringement of industrial property rights with respect to the Goods made by sera and then used in conformity with the contract, sera shall be liable to the Buyer within the time period stipulated in clause 11(3) as follows:
- a) sera, at its discretion and at its own expense, is entitled to secure a license for the Goods concerned or modify such Goods so that no industrial property rights are violated or replace such Goods. The Buyer is not entitled to claim reimbursement of associated expenses.
 - b) sera's liability to pay damages shall be governed by clause 13.
 - c) The above obligations of sera shall only apply if the Buyer (i) immediately notifies sera of any such claim asserted by the third party in writing, (ii) does not concede the existence of an infringement and (iii) leaves any protective measures and settlement negotiations to the discretion of sera. If the Buyer ceases to use the Goods in order to reduce the damage or for other good reason, the Buyer shall be obliged to inform the third party that no acknowledgement of the alleged infringement may be inferred from the fact that the use has been discontinued.
- (6) Claims of the Buyer shall be excluded to the extent that the infringement of an industrial property right is attributable to the Buyer. Claims of the Buyer shall also be excluded if the infringement of the industrial property right is caused by specifications made by the Buyer, to a type of use not foreseeable by sera or to the Goods being modified by the Buyer or being used together with products not provided by sera.
- (7) Otherwise, with respect to claims by the Buyer pursuant to clause 14.5 (a) above, the provisions of clause 11 (3) and 11 (10) shall apply mutatis mutandis in the event of an infringement of an industrial property right. Where other defects in title occur, clause 10 shall apply likewise. Any other claims or further claims of the Buyer against sera or its agents than claims provided for in this clause 14 based on a defect of title shall be expressly excluded.

15. Impossibility of Performance, Revision of Contract

- (1) Any dates quoted for delivery are approximate and sera will not be liable for any additional costs arising to the Buyer due to any delay unless sera agrees expressly in writing to an agreed confirmed delivery date. If a confirmed delivery date is agreed then clause 15(2) will apply.

- (2) If a previously confirmed agreed delivery becomes impossible to sera, the Buyer is entitled to claim damages, unless the impossibility of performance is not attributable to sera. The Buyer's claim for damages shall, however, be limited to an amount of 10% of the value of the part of the Goods which, owing to the impossibility, cannot be put to the intended use. The above shall not apply in the event of statutory liability due to deliberate acts, gross negligence and bodily harm. This does not imply a change in the burden of proof to the detriment of the Buyer. The Buyer's right to withdraw from the contract shall remain unaffected.
- (3) Clause 6 (deadlines for Supplies and services) shall apply in the event that the impossibility is of a temporary nature.
- (4) If unforeseeable events for the purposes of clause 6(4) above substantially change the economic importance or the contents of the Goods or considerably affect sera's business, the contract shall be adapted taking into account the principles of reasonableness and good faith. Where doing so is economically unreasonable, sera is entitled to withdraw from the contract. If sera intends to exercise its right to cancel the contract, it shall notify the Buyer thereof without undue delay after having realized the repercussions of the event; this shall also apply even where an extension of the delivery period had previously been agreed with the Buyer.
- (5) sera will not be liable for any delay in delivery caused by a Brexit Trigger Events at clause 19.
- (6) The Buyer shall attest to the hours worked by the assembly personnel at weekly intervals and shall confirm in writing and without undue delay once erection, assembly or commissioning has been completed.
- (7) Commissioning may be carried out by technicians authorized by sera and according to sera's regulations only. The technicians are entitled to refuse the commissioning of equipment if the operating conditions to be provided by the Buyer do not allow for safe operation. The Buyer has to bear all costs incurred by sera due to the delay in commissioning.
- (8) If, after completion, sera demands the acceptance of the Goods, the Buyer shall comply within two weeks. In default thereof, acceptance is deemed to have taken place after the expiration of this period of time. Likewise, acceptance is also deemed to have been effected if the Goods are put to use after completion of an agreed test phase, if any, or have been put into service or operation by the Buyer.
- (9) Before the commencement of assembly works, the Buyer shall make available any information required concerning the location of hidden electric power, gas and water lines or of similar installations as well as the necessary structural data.
- (10) Prior to erection or assembly, the materials and equipment necessary for the commencement of works must be available on site and any preparatory work must have advanced to such a degree that erection/assembly may commence as agreed and carried out without interruption. Access roads and the erection/assembly site itself must be level and clear.

16. Repair Terms

- (1) The Buyer undertakes to issue a legally binding declaration of decontamination whereby the devices or parts that are to be repaired or maintained will be subject to an expert cleaning, in order to exclude any risk of recontamination to the contractor and/or sera.
The devices shall be shipped to sera free of all flammable, poisonous, caustic, harmful, irritant or otherwise unhealthy materials.
The declaration of decontamination must be fixed to the outside of the shipment container of the devices. If the shipment is not accompanied by a declaration of decontamination, sera may refuse the acceptance of the shipment.
- (2) Products and parts which are sent to sera for the purposes of repairs, shall be sent DDP sera's factory (incoterms 2010) and must be accompanied by a delivery note or packing docket. Prior to any shipment, a shipping advice stating the order number shall be sent to sera.
- (3) The Buyer may be charged with the costs incurred in preparing cost estimates irrespective of the fact, whether a repair order is issued thereafter or not. The Buyer is charged with the costs incurred in troubleshooting if an order cannot be carried out due to the following reasons:
 - a) The claimed defect was not detected using state-of-the-art rules;
 - b) the order has been cancelled during troubleshooting.
- (4) The period of warranty for all work services (repairs) and any replaced and/or installed material is 6 months. Otherwise, the warranty terms for Goods stipulated under clause 11 shall apply.
- (5) The terms of payment under clause 7 shall apply. Furthermore, the following retention of title is agreed:
 - a) As far as the spare parts or other components fitted during repairs do not become essential components, sera retains the ownership to such installed parts until all of the sera's receivables arising from the contract have been paid in full.
 - b) sera may demand from the Buyer to surrender the item for the purpose of removal of the installed parts, if the Buyer is in default or does otherwise not comply with its obligations under the retention of title, the Buyer shall bear the full costs of redemption and removal.
 - c) If the repairs are taking place at the Buyer's premises, the Buyer shall give sera the opportunity to carry out the removal at the Buyer's premises. Labour and travel expenses shall be borne by the Buyer.

17. Erection and Assembly

Erection, assembly and installation of devices and equipment of sera shall be carried out by specialists in compliance with the guidelines of sera and the relevant technical norms only.

Unless otherwise agreed in writing, erection and/or assembly by sera shall be subject to the following provisions:

- (1) The Buyer shall assume at its expense the following costs and provide the following in due time:
 - a) all earth and construction work and other ancillary work outside the scope of the industry, including the necessary skilled and unskilled labor, construction materials and tools,
 - b) equipment and materials necessary for assembly and commissioning such as scaffolds, lifting equipment and other devices as well as fuels, lubricants and chemicals.
 - c) energy and water at the point of use, including connections, heating and lighting,
 - d) suitable dry and lockable rooms of sufficient size adjacent to the site for the storage of machine parts, apparatus, materials, tools, etc. and adequate working and recreation rooms for the assembly personnel, including sanitary facilities as are appropriate in the specific circumstances. Otherwise, the Buyer shall take all measures to protect sera's property and the assembly personnel on site as it would take for the safeguarding of its own property.
 - e) Any required protective clothing and guards due to particular conditions prevailing on the specific site.
- (2) Before the commencement of assembly works, the Buyer shall make available any information required concerning the location of hidden electric power, gas and water lines or of similar installations as well as the necessary structural data.
- (3) Prior to erection or assembly, the materials and equipment necessary for the commencement of works must be available on site and any preparatory work must have advanced to such a degree that erection/assembly may commence as agreed and carried out without interruption. Access roads and the erection/assembly site itself must be level and clear.
- (4) The Buyer shall be obliged to pay for the reasonable costs incurred for idle times and any additional travelling of assembly personnel, if erection, assembly or commissioning is delayed due to circumstances not attributable to sera.
- (5) The Buyer shall provide proper storage in accordance with the guidelines of sera, if the installation of equipment cannot commence immediately after delivery.
- (6) The Buyer shall attest to the hours worked by the assembly personnel at weekly intervals and shall confirm in writing and without undue delay once erection, assembly or commissioning has been completed.
- (7) Commissioning may be carried out by technicians authorized by sera and according to sera's regulations only. The technicians are entitled to refuse the commissioning of equipment if the operating conditions to be provided by the Buyer do not allow for safe operation. The Buyer has to bear all costs incurred by sera due to the delay in commissioning.
- (8) If, after completion, sera demands the acceptance of the Goods, the Buyer shall comply within two weeks. In default thereof, acceptance is deemed to have taken place after the expiration of this period of time. Likewise, acceptance is also deemed to have been effected if the Goods are put to use after completion of an agreed test phase, if any, or have been put into service or operation by the Buyer.
- (9) Before the commencement of assembly works, the Buyer shall make available any information required concerning the location of hidden electric power, gas and water lines or of similar installations as well as the necessary structural data.
- (10) Prior to erection or assembly, the materials and equipment necessary for the commencement of works must be available on site and any preparatory work must have advanced to such a degree that erection/assembly may commence as agreed and carried out without interruption. Access roads and the erection/assembly site itself must be level and clear.
- (11) The Buyer shall be obliged to pay for the reasonable costs incurred for idle times and any additional travelling of assembly personnel, if erection, assembly or commissioning is delayed due to circumstances not attributable to sera.
- (12) The Buyer shall provide proper storage in accordance with the guidelines of sera, if the installation of equipment cannot commence immediately after delivery.
- (13) The Buyer shall attest to the hours worked by the assembly personnel at weekly intervals and shall confirm in writing and without undue delay once erection, assembly or commissioning has been completed.
- (14) Commissioning may be carried out by technicians authorized by sera and according to sera's regulations only. The technicians are entitled to refuse the commissioning of equipment if the operating conditions to be provided by the Buyer do not allow for safe operation. The Buyer has to bear all costs incurred by sera due to the delay in commissioning.
- (15) If, after completion, sera demands the acceptance of the Goods, the Buyer shall comply within 7 days. In default thereof, acceptance is deemed to have taken place after the expiration of this period of time. Likewise, acceptance is also deemed to have been effected if the Goods are put to use after completion of an agreed test phase, if any, or have been put into service or operation by the Buyer.

18. Applicable Law and Jurisdiction

- (1) The contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- (2) The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

19. Brexit Trigger, renegotiation and termination clause

- (1) Right to renegotiate or terminate. If at any time after Brexit, a Brexit Trigger Event occurs which has or is likely to have an Adverse Impact on a party, the impacted party may:
 - a) require the other party to negotiate an amendment to this Agreement to alleviate the Adverse Impact, in accordance with clause 19 (5); and
 - b) if renegotiation fails, terminate this Agreement in accordance with clause 19 (6).
- (2) Brexit means the UK ceasing to be a member state of the European Union, regardless of which countries comprise the UK at such date.
- (3) A Brexit Trigger Event means any of the following events if directly caused by Brexit or any discussions, proposals, negotiations or any other steps taken by the UK government or a body in any other jurisdiction in anticipation of or related to preparation for Brexit:
 - a) Change in Law: a change in the Law or a new requirement to comply with any existing Law or existing Law ceasing to apply to a party. For these purposes, Law means any legal provision a party must comply with including any law, statute, subordinate legislation within the meaning of clause 21(1) of the Interpretation Act 1978, enforceable EU right within the meaning of clause 2 of the European Communities Act 1972, bye-law, regulation, order, mandatory guidance or code of practice, judgment of a court of law, or requirement of any regulatory body, whether in the UK or elsewhere;
 - b) Trade tariff: in any jurisdiction, the imposition of, or a change to, a duty, tax or levy imposed on imports or exports of the Goods or any raw materials or components used by the Supplier to manufacture the Goods or any products into which the Goods are to be incorporated or in conjunction with which the Goods are to be commercially exploited provided that such a change or imposition is not applied equally in respect of the whole of the EU for so long as the UK remains a member of the EU;
 - c) Licence or consent: in any jurisdiction, the loss of, a change to or the imposition of a new requirement for any licence or consent required by a party to perform the agreement or to commercially exploit the Goods;
 - d) Currency Fluctuation: a change of more than 5% to the rate of exchange of Sterling against the Euro (GBP/EUR), since the price for the Goods was last agreed. The rate of exchange for these purposes shall be the daily spot exchange rate published by the Bank of England;
 - e) Other change: an unforeseeable (at the Effective Date) change to the business or economic environment in which sera operates which is not caused by Clause 19 (3) (b) to Clause 19 (3) (c) above or by any fluctuation in currency exchange rates.
- (4) An Adverse Impact means any one of the following:
 - a) an adverse impact on sera's ability to perform the agreement in accordance with its terms and the Law;

- b) an increase in the costs incurred by sera in performing the agreement of at least 5 % since the price for the Goods was last agreed;
 - c) the price of the Goods under this agreement is at least 5 % lower than the market value for similar products or services (an impact on the Supplier); and
- (5) **Renegotiation.** The impacted party may initiate a negotiation under Clause 19 (1) (a) by a notice (Brexit Notice) giving reasonable details of the relevant Brexit Trigger Event and Adverse Impact. Either party may, at any time, serve a new Brexit Notice, but a party cannot serve more than one Brexit Notice for the same impact. On delivery of a Brexit Notice:
- a) the parties shall meet within 5 working days of the date of the Brexit Notice and as reasonably necessary thereafter to discuss in good faith amendments to this agreement;
 - b) the affected party shall promptly comply with all reasonable requests made by the other party for additional information and documents relating to the Adverse Impact suffered and the Brexit Trigger Event relied on, always provided that information so disclosed shall be a party's confidential information; and
 - c) any amendments to this agreement shall be recorded in writing, signed by the parties.
- (6) **Termination.** If the parties fail to agree a variation in accordance with Clause 19 (5) within 14 days of the date of the Brexit Notice, either party may, without affecting any other right or remedy available to it, terminate this agreement by giving the other party not less than 7 days and not more than 14 days written notice. On termination under this clause, the contract is treated as ended.
- (7) **Performance after a Brexit Notice.** After delivery of a Brexit Notice, until this Agreement is varied under clause 19 (5) or terminated, the parties shall, unless prohibited by law, continue to comply with the terms of this Agreement, save that the party that served the Brexit Notice need only use reasonable endeavours to comply with its obligations insofar as they are affected by the relevant Adverse Impact.

20. Severability

The invalidity of individual provisions and conditions of this contract shall have no effect on the validity of the remaining provisions. If a provision is invalid either in part or in whole, the parties to the contract shall immediately endeavor to achieve the intended economic purpose of the invalid provision by other, legally permitted means.

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