



## 12.2 The Recipient will:

- 12.2.1 keep the Confidential Information secret, safe and secure and will only disclose it in the manner and to the extent expressly permitted by the Contract; and
  - 12.2.2 use the Confidential Information only to the extent necessary for the performance of its obligations under the Contract.
- ### 12.3 The Recipient may disclose Confidential Information:
- 12.3.1 to such of its officers and employees and, in Renold's case, agents and sub-contractors, who need access to that Confidential Information for the purpose of complying with its obligations under the Contract;
  - 12.3.2 to the extent necessary in order to be able to refer a dispute for resolution in accordance with Condition 28; and
  - 12.3.3 to the extent required by applicable law or a court of competent jurisdiction or the rules of any listing authority, stock exchange, the Panel on Takeovers and Mergers or a regulatory authority.
- 12.4 The Recipient's obligations under this Condition 12 will not extend to Confidential Information which the Recipient can prove:
- 12.4.1 has ceased to be secret without default on the Recipient's part;
  - 12.4.2 was already in the Recipient's possession prior to disclosure by or on behalf of the Discloser;
  - 12.4.3 has been received from a third party who did not acquire it in confidence and who is free to make it available to the Recipient without limitation;
  - 12.4.4 was independently developed by the Recipient without any breach of the Contract; or
  - 12.4.5 at the time of disclosure was in the public domain or subsequently enters into the public domain without default of the Recipient.
- 12.5 The Recipient acknowledges and agrees that damages alone would not be an adequate remedy for breach of this Condition 12 by the Recipient. Accordingly, the Discloser will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of this Condition 12 by the Recipient.

## 13. Delivery by instalments

- 13.1 Where more than one item of Goods is included in any order Renold will be entitled to make Delivery by instalments. In such case, the Contract shall be construed as a separate Contract in respect of each instalment. In such cases, the dispatch date on Renold's acceptance of order will be deemed to be the estimated date of Delivery of the first instalment and the remaining instalments will be delivered within a reasonable time of the first instalment.
- 13.2 Failure to accept Delivery of and/or pay for any instalment will entitle Renold at its option to treat the Contract as repudiated or alternatively to store the Goods at the buyer's risk and the buyer will be liable to Renold for the reasonable cost of doing so.

## 14. Force majeure

- 14.1 If events beyond Renold's reasonable control, including strikes, lock-outs, shutdowns and other industrial disputes (in each case whether or not relating to Renold's workforce), shortages of labour or supplies, interruption or lack of transportation, Internet disruption, embargo, import or export prohibitions, governmental actions, orders, legislation, regulations, rationing, riots, civil disturbances or disobedience, epidemic (including for the avoidance of doubt, pandemic influenza attack), quarantine, acts of terrorism or war, fire, flood, hurricane, earthquake, storm, lightning, explosion, acts of God or of a public enemy, prevent or hinder Renold from delivering the Goods and/or performing the Services in accordance with the Contract, the date or dates for Delivery and/or performance will be extended by the period of delay caused by such events and the price will be increased to cover any increased costs caused by such delay.
- 14.2 If the period of delay extends beyond a reasonable period, Renold will in its absolute discretion be entitled to withhold, suspend or cancel in whole or in part the Contract and/or the Delivery of any of the Goods and/or the performance of any of the Services and the buyer will be liable to pay for the Goods already delivered and not paid for and/or for the Services provided and not paid for, such amount as may be determined by Renold to be a rateable proportion of the total Contract price and the cost of manufacturing or adapting to the buyer's design or specification any Goods already manufactured or adapted for which there is no other market readily available to Renold at the Contract price.
- 14.3 If Renold delivers to the buyer less than the contractual quantity of Goods or delivers any Goods late, the buyer will accept and pay for the Goods so delivered.

## 15. Intellectual property

- 15.1 The buyer will not use the Goods or any specifications, designs or drawings or any other information supplied by Renold for the purpose of designing or manufacturing any goods without Renold's prior written consent. All patents, rights in inventions, copyright, rights in software, database rights, design rights, registered designs, unregistered designs, trademarks, service marks, domain names, know-how, utility models, confidential information and, where relevant, any and all applications for any such rights, and all and any other industrial or intellectual property rights in or in connection with or arising out of the Goods or the Services, subsisting anywhere in the world, shall belong to and shall remain the property of Renold.
- 15.2 The buyer indemnifies Renold against all charges, damages, penalties, costs and/or expenses to which Renold may become liable as a result of Services provided or Goods supplied in accordance with the buyer's instructions which involves the infringement of any patents, rights in inventions, copyright, rights in software, database rights, design rights, registered designs, unregistered designs, trademarks, service marks, domain names, know-how, utility models, confidential information and, where relevant, any and all applications for any such rights, and all and any other industrial or intellectual property rights or other rights of any third party.

## 16. Delay occasioned by the buyer

The buyer will promptly furnish all designs, equipment, personnel information and instructions necessary for Renold to be able to undertake the work in performance of the Contract and the buyer will compensate Renold for all loss and expense incurred by Renold by reason of any error, defect or omission therein or by reason of any other act on the part of the buyer.

## 17. Waiver

Any failure by Renold to exercise any rights under these Conditions will not constitute a waiver or prevent the subsequent exercise of such rights.

## 18. Severability

If any provision or part provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, that provision or part provision shall to the extent required be deemed deleted and the validity and enforceability of the other provisions of these Conditions shall not be affected by them.

## 19. Notice

- 19.1 Any notice required to be given or served under these Conditions will be addressed in the case of a notice to be given to or served on the buyer at the address of the buyer shown on the Contract or invoice (or, if none, its registered office for the time being in the case of a company or in any other case its last known address) and in the case of Renold, at its registered office for the time being.
- 19.2 Any notice required to be given or sent under these Conditions may be given or served either by letter, by leaving the same or sending the same by first class post in a pre-paid envelope and a notice so given or served will be deemed to have been given or served on the day it was so left at the relevant address or on the day following that on which it was posted if the address of the buyer is within the United Kingdom and within 7 days of the date of posting if the buyer's address is outside of the United Kingdom.

## 20. Testing and installation

- 20.1 Where the buyer requires Renold to carry out tests on the Goods, Renold may charge the buyer at a reasonable rate for work done and materials used in testing together with the cost of travelling to premises other than Renold's own premises and any other associated expenses.
- 20.2 Where Renold carries out work at the buyer's request at any place other than its own premises, without prejudice to any other remedy Renold may have, the buyer will indemnify Renold against any losses it may suffer (including any damages, costs and expenses it may have to pay) as a result of damage to Renold's property or claims against Renold by its employees or by any third party where the losses arise from the nature, condition or state of repair of the place or any materials or equipment in that place or from any negligence of the buyer, its servants or agents or any third party.

## 21. Buyer's materials

- 21.1 In relation to any orders for which the buyer supplies Renold with Materials, where any Materials prove to be unsuitable for the treatment that Renold is required to give them, the buyer will pay Renold for all work done and indemnify Renold against any loss or damage it may have suffered through their unsuitability.

## 22. Refurbishment

- 22.1 If the buyer wishes Renold to refurbish Goods, the buyer will (at the buyer's cost) return the Goods to Renold.
- 22.2 Following receipt of the Goods pursuant to Condition 22.1, Renold may, at its option, provide a quotation for the refurbishment of the Goods. If Renold provides an estimate without having seen the Goods then Renold will not be bound by this estimate and will provide a quotation once it has seen the Goods.
- 22.3 In the case of parts added to Goods during refurbishment, Renold warrants that, subject to the normal limits of industrial quality, the parts will at the time of Delivery and unless otherwise agreed by Renold in writing, for 12 months after that date, be of satisfactory quality.
- 22.4 The buyer agrees to indemnify and keep Renold indemnified from and against all costs, expenses, liabilities, injuries, losses, damages, claims, demands or legal costs (on a full indemnity basis) and judgments which Renold incurs or suffers as a consequence of a fault in Goods supplied by the buyer to Renold for refurbishment.

## 23. Third party rights

These Conditions are only enforceable by Renold and the buyer and any attempt by any other person to enforce or rely upon these Conditions pursuant to the Contracts are excluded and are unenforceable.

## 24. Sub-contracting

- 24.1 Renold may assign the Contract or sub-contract the whole or any part thereof to any person, firm or company.
- 24.2 The buyer may not assign the Contract or any part of it without the prior written consent of Renold.

## 25. Variations

No variation to the Contract will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.

## 26. No partnership

Nothing in the Contract and no action taken by the parties in connection with it or them will create a simple partnership or joint venture or relationship of employer and employee between the parties or give either party authority to act as the agent of or in the name of or on behalf of the other party or to bind the other party or to hold itself out as being entitled to do so.

## 27. No agency

Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.

## 28. Governing law

These Conditions and their construction will be governed by the laws of Switzerland excluding its conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG) and any dispute arising out of or in relation to these Conditions shall be subject to the exclusive jurisdiction of the courts in Zurich, Switzerland.