1. DEFINITIONS AND INTERPRETATION

In these Conditions:
1.1 the following terms have the following meanings:

“Affiliate” any person that Control, is controlled by or are under common Control with us at any time;

“Change” any mechanical, software or other change in design, manufacturing process, supply of raw materials, specifications or product standards (including any part substitutions or internal relocation of parts) which affects or potentially affects performance, reliability, function, safety, appearance, quality, dimensions, tolerances or any other Specifications of Deliverables.

“Claims” claims or any other rights or interest granted or threatened against us by any person;

“Confidential Information” any Contract and any information that relates to a party or any of its Affiliates disclosed to the other party in connection with the Contract, but excluding information received by the other party that:
1) is publicly available (other than through a breach of Condition 11);
2) was received from a third party who did not acquire it in confidence; or
3) is developed without any breach of the Contract;

“Contract” a contract for the supply of Deliverables by you to us incorporating these Conditions, including pursuant to a Framework Agreement, as formed under Condition 2.1;

“Control” in relation to a person, the power to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise and “Controlled” is construed accordingly;

“Deliverables” means Goods, Work Product and/or Services;

“Delivery” delivery of the Goods in accordance with Condition 4;

“Framework Agreement” a framework agreement in place between you and us for the supply of Deliverables incorporating these Conditions;

“Goods” the goods set out in the Order or any Specification or referred to in the Framework Agreement;

“IPR” all intellectual and industrial property rights of any kind including patents, trade secrets, supplementary protection certificates, rights in know-how, registered and unregistered trade marks and designs, models, rights to prevent passing off or unfair competition, copyright, database rights, computer programs, rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in all countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions;

“IPR Claim” a Claim that the possession, use and/or sale of Deliverables by us, our Affiliate or our or their Customers infringes the IPR of any person;

“Liability” liability arising out of or in connection with a Contract, whether in contract, tort, representation, restitution, under statute or otherwise any liability including an indemnity contained in a Contract and/or arising from a breach of, failure to perform, or delay in performing any of a party’s obligations under a Contract, howsoever caused including by negligence;

“Losses” all losses, liabilities, costs, damages, demands and expenses that are or will be incurred by us or our Affiliates including in respect of any Claims, including IPR Claims;

“Order” our written acceptance of your quotation for the supply of Deliverables to us AND/OR any purchase order sent by you to us;

“Price” the lower of the price of the Deliverables set out in the Order and your price for the Deliverables in force at the time of Delivery of Goods or completion of Services; or (ii) where there is a Framework Agreement in place, the price for the Deliverables as set out in the Framework Agreement;

“Services” the services set out in the Order or any Specification or referred to in the Framework Agreement;

“Specification” the specifications and requirements for the Deliverables set out referred to in the Order or as defined in the Framework Agreement;

“we” or “us” or “our” the person named as the customer in the Order and/or referred to as “Customer” in a Framework Agreement;

“We” or “us” or “our” or “us” or “we” or “our” or “we” the person named as the supplier in the Order and/or referred to as the “Supplier” in a Framework Agreement;

“work Product” any reports, documents, work product or other materials created for us by you, or on your behalf, arising from the Services;

“you” the person named as the supplier in the Order and/or referred to as the “Supplier” in a Framework Agreement;

1.2 headings are for ease of reference and do not affect the interpretation of these Conditions;

1.3 references to “a person” include any individual, body corporate, partnership, government authority, agency or department, state or any other entity (in each case whether or not having separate legal personality);

1.4 any words following the words “include,” “in particular” or any similar expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them;

1.5 an obligation on a party to procure or make sure the performance or standing of another person will be construed as a primary obligation of that party;

1.6 a reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision;

1.7 the English language version of these Conditions is the binding version as between you and us. Any translation has been prepared for convenience only. In the event of any conflict, ambiguity or inconsistency of the English version of these Conditions and any translated version, the English language version shall prevail.

2. CONTRACT FORMATION

2.1 A Contract is formed when we accept any quotation issued by you (verbal or written) by issuing an Order (whether or not there is a Framework Agreement in place) OR where you perform any act consistent with fulfilling an Order submitted by us for Deliverables. We are not obliged to accept any quotation issued by you.

2.2 These Conditions are the only terms and conditions on which we will purchase Deliverables. They apply in place of any terms and conditions that you may seek to apply or which may otherwise be implied, including any which are endorsed on, delivered with or contained in your quotation. Order acknowledgment, on your website or other sales materials or media or on any delivery note (“Seller T&Cs”) and you waive any rights to rely on any such Seller T&Cs. Delivery of Goods and/or commencement of performance of Services is conclusive evidence of your acceptance of these Conditions.

2.3 You may not cancel a Contract. Unless you notified us in writing before we placed an order.
Order that we may not cancel, it may cancel a Contract in whole or part any time before Delivery or completion of performance of Services. Our sole Liability will be to pay you fair and reasonable compensation for work-in-progress at the time of cancellation provided that:

2.3.1 the quantity, description and specification of Deliverables will be as set out in the Order.

2.3.2 you may not make any Change to Deliverables without our prior written consent.

2.3.3 you will counter notify us of any Change to Deliverables that you may make.

2.3.4 we will agree in good faith a reasonable period of time during which you will have to provide us with all the necessary information.

3. QUALITY AND TESTING

3.1 The quantity, description and specification of Deliverables will be as set out in the Order.

3.2 You will maintain detailed quality control and manufacturing records for the shorter of any maximum period permitted by law and ten (10) years from the date Delivery or in relation to a Contract.

3.3 You will perform quality control and testing during any reasonable period of time during which you will have to provide us with all the necessary information.

3.4 You will maintain a quality control system that meets any international standard as required by us, or which is otherwise approved by us and such test and inspection system as we may require.

3.5 You shall not deliver the Goods by separate instalments without our prior written consent.

3.6 Installments will be invoiced separately by you.

4. DELIVERY OF GOODS / SUPPLY OF SERVICES

4.1 Unless otherwise specified in an Order, you will deliver the Goods DDP (Incoterms 2010) to the address specified in the Order during our normal business hours on the date specified in the Order.

4.2 You will deliver the Goods to our premises at your cost and expense.

4.3 You will perform Services in accordance with the applicable timetable communicated to you or as set out in the Order to meet all Specifications.

4.4 Time is of the essence of your obligations under the Contract. If you are late performing your obligations under the Contract, you will pay us a sum equal to 1.5% of the Price for each week of delay up to a maximum of 15% of the Price. You and we agree that this amount is reasonable and adequate and the effective way of compensating us for part or all of our losses arising from late performance. However, you and we intend that we should be able to recover general damages as well as such sums in circumstances where we have suffered loss in excess of such sums as a result of your late performance. Therefore, our rights to any such sums under this Condition 4.4 are without prejudice to any other rights which we may have under the Contract or otherwise in respect of late performance, including the right to sue for damages or other relief and/or to terminate the Contract. A claim for general damages for late performance will be reduced by the amount of such sums under this Conditions 4.4 actually applied or paid or in respect of such late performance.

4.5 Services will be accepted by us when we are satisfied that the Services comply with the Specifications at all times.

4.6 You will make sure that the Goods are marked in accordance with our instructions and any applicable laws, rules and regulations and are properly packed and secured. You will provide us with all the necessary information on the Goods that are to be delivered, accompanied by a prominently displayed delivery note showing the Order number, date of Order, type and quantity of the Goods, and any special storage instructions; and delivered with all operating and safety instructions, clearly displayed warning notices and such other information as may be necessary for the proper use, maintenance and repair of the Goods.

4.7 If you fail to deliver the Goods on time we may terminate the Contract immediately by giving you notice, in which case you will refund any monies already paid by us in relation to the Goods that have not been delivered and indemnify us and our Affiliates against our losses as a result of your failure to supply Goods, including obtaining substitute goods from another supplier.

4.8 We will have a reasonable period of time following Delivery to inspect Goods. We may reject Goods which do not meet Specifications. We can also reject Goods which are more or less than the quantity or type ordered or delivered prior to the date specified on the Order. Rejected Goods will be returned at your cost and expense. If we accept Goods delivered prior to the date specified on the Order we may charge you the cost of storing them until the actual specified Delivery date.

4.9 In the Goods passes to us on the latter of acceptance and Delivery. Ownership of the Goods passes to us once the Goods have been delivered to the agreed address and paid for.

4.10 You will notify us in writing as soon you are aware that any Goods or the product support associated with the Goods have been damaged or destroyed.

4.11 You are to be safe and without risk to health.

5. YOUR OBLIGATIONS

5.1 You will make sure that the Goods will:

5.1.1 be of satisfactory quality, comprise genuine, new materials (which are not used, refurbished, reconditioned, remanufactured, counterfeited or of such age as to impair usefulness or safely) and be fit for any purpose notified by us.

5.1.2 conform to the Specifications of the Goods and the Services.

5.1.3 be free from defects in design, materials and workmanship.

5.1.4 be sold to us with all and unencumbered title and not infringe the IP of any third party.

5.1.5 comply with all (i) applicable laws, (ii) regulatory requirements and (ii) standards and requirements of relevant statutory and regulatory bodies; and

5.1.6 be safe and without any risk to health.

5.2 In respect of Services, You will:

5.2.1 perform Services with the best care, skill and diligence in accordance with best practice;

5.2.2 use personnel (sufficient number of personnel) who are suitably skilled and experienced to perform the Services;

5.2.3 make sure that the Services conform with our reasonable instructions, comply with Specifications, are performed to meet the purposes notified by us to you and do not infringe the IP of any third party.

5.2.4 provide all equipment, tools and vehicles and other items required to provide the Services;

5.2.5 obtain and at all times maintain all licences and consents required for the provision of the Services;

5.2.6 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services; and

5.3 We may inspect and test Goods at any time prior to Delivery. You will allow us and our representatives to inspect and test any Goods at any time during the period between the date of order and the date of Delivery. We will carry out such inspection and testing and will provide us with all facilities reasonably required. If, following such inspection or testing, we are not satisfied that the Goods will comply with Condition 5.1, you will take all steps necessary to rectify the defect.

5.4 You will maintain a quality control system that meets any international standard as required by us, or which is otherwise approved by us and such test and inspection system as we may require.

5.5 You shall not deliver the Goods by separate instalments without our prior written consent.

5.6 Installments will be invoiced separately by you.

6. INSTALLMENTS AND PAYMENT

6.1 You will perform Services in accordance with the applicable timetable communicated to you or as set out in the Order to meet all Specifications.

6.2 Time is of the essence of your obligations under the Contract. If you are late performing your obligations under the Contract, you will pay us a sum equal to 1.5% of the Price for each week of delay up to a maximum of 15% of the Price. You and we agree that this amount is reasonable and adequate and the effective way of compensating us for part or all of our losses arising from late performance. However, you and we intend that we should be able to recover general damages as well as such sums in circumstances where we have suffered loss in excess of such sums as a result of your late performance. Therefore, our rights to any such sums under this Conditions 6.2 are without prejudice to any other rights which we may have under the Contract or otherwise in respect of late performance, including the right to sue for damages or other relief and/or to terminate the Contract. A claim for general damages for late performance will be reduced by the amount of such sums under this Conditions 6.2 actually applied or paid or in respect of such late performance.

6.3 Services will be accepted by us when we are satisfied that the Services comply with the Specifications at all times.

6.4 You will make sure that the Goods are marked in accordance with our instructions and any applicable laws, rules and regulations and are properly packed and secured. You will provide us with all the necessary information on the Goods that are to be delivered, accompanied by a prominently displayed delivery note showing the Order number, date of Order, type and quantity of the Goods, and any special storage instructions; and delivered with all operating and safety instructions, clearly displayed warning notices and such other information as may be necessary for the proper use, maintenance and repair of the Goods.

6.5 If you fail to deliver the Goods on time we may terminate the Contract immediately by giving you notice, in which case you will refund any monies already paid by us in relation to the Goods that have not been delivered and indemnify us and our Affiliates against our losses as a result of your failure to supply Goods, including obtaining substitute goods from another supplier.

6.6 We will have a reasonable period of time following Delivery to inspect Goods. We may reject Goods which do not meet Specifications. We can also reject Goods which are more or less than the quantity or type ordered or delivered prior to the date specified on the Order. Rejected Goods will be returned at your cost and expense. If we accept Goods delivered prior to the date specified on the Order we may charge you the cost of storing them until the actual specified Delivery date.

6.7 In the Goods passes to us on the latter of acceptance and Delivery. Ownership of the Goods passes to us once the Goods have been delivered to the agreed address and paid for.

6.8 You will notify us in writing as soon you are aware that any Goods or the product support associated with the Goods have been damaged or destroyed.

6.9 You are to be safe and without risk to health.
5.2.7 not to do or omit to do anything which may cause us or our Affiliates to lose any licence, authority, consent or permission required for our or their business.
5.3 You will observe all health and safety rules and regulations and any other security requirements throughout the term of the Contract and ensure that your personnel are insured against all risks while working on our premises.
5.4 Without affecting any of our other rights or remedies, if you materially breach any of these Conditions or Any Goods (whether or not accepted in whole or in part) do not conform with Condition 5.1 or are the longer of (i) your warranty period for the Goods and (ii) 12 months following Delivery or Any Services breach Condition 5.2, then we may:
5.4.1 terminate the Contract and any other existing Contracts immediately with notice;
5.4.2 require you to promptly repair or replace the relevant Goods or Services without charge or recover the relevant Services free of charge;
5.4.3 reject the Deliverables (in whole or in part) and require you to refund the Price for the relevant Deliverables;
5.4.4 accept the Deliverables subject to an equitable Price reduction;
5.4.5 at your expense, repair or have a third party repair the Goods or Services or have or get a third party to perform the Services for you, and you will indemnify us and our Affiliates against all Losses incurred as a result of such repair or correction.
5.5 Condition 5.4 will apply to any repaired or replaced Goods supplied under Condition 5.4.2.
5.6 If, as a result of any Goods not conforming with Condition 5.1 or Services not conforming with Condition 5.2 or otherwise representing an unreasonable risk of harm to the public or the environment, we determine a recall, removal or correction campaign (“campaign”) is necessary for or required to carry out such a campaign, we may implement such campaign and you will and you indemnify us and our Affiliates against all Losses incurred as a result of such a campaign.
6. COMPANY PROPERTY
6.1 All patterns, des, moulds or other tooling or materials, supplied by or prepared or obtained by you for our use ("Tooling"), will be marked with our name or as otherwise specified by us and will be our exclusive property returnable in good condition on demand.
6.2 You will insure against all risks any Tooling and also any of your own tooling or property, which may be kept on our premises for the purposes of providing Deliverables. You will keep all Tooling safe and sound and in good repair and condition and you will maintain Tooling and undertake your control. All Tooling will be kept separately from your stock and other inventory.
6.3 We reserve the right to charge you the cost of any Tooling if it is destroyed or damaged or rendered unfit for the purpose for which it was originally manufactured while under your control.
6.4 You will not dispose of any Tooling other than in accordance with our prior written instructions. You will, at all times, use Tooling, nor will you allow Tooling to be used amongst, nor as any tooling other than the supply of the Deliverables unless we have previously provided our consent in writing.
6.5 We will have the right to enter your premises and remove Tooling at any time without being liable for any damages of any sort.
7. ASSIGNMENT OF IPR
7.1 This Condition 7 will apply if the Goods are to be made, modified or redesigned to our Specifications. Any modification to the Specifications or Work Product you create or have created for us will be treated as “Goods” for the purposes of this Condition 7.
7.2 We will own all present and future IPR (together with all economic and proprietary rights) in the Goods and our Specifications. Accordingly, you will not use our specification other than to the supply of the Deliverables unless we have previously provided our consent in writing.
7.3 You will:
7.3.1 at your own cost, execute all such documents and do all such acts and things as we may request from time to time in order to secure our full right, title and interest in the IPR in the Goods; and
7.3.2 obtain the waiver of all moral rights (and any broadly equivalent rights) in the Goods.
7.4 The exception to Condition 7.2 above is that any IPR in existing products, materials or data used to create Goods ("Existing Materials") will continue to belong to you (or your suppliers).
7.5 Grant, and (where applicable) will ensure that your suppliers grant to us, our Affiliates and our Subcontractors a non-exclusive, transferable, perpetual, irrevocable licence to use and to have used Existing Materials which form part of any Goods.
8. PRICE AND PAYMENT
8.1 As long as you comply with your obligations in accordance with the terms of the Contract, we will pay the Price to you in accordance with Condition 8.
8.2 The only sums of money we will pay in connection with the supply of the Deliverables are the Price which will be inclusive of all costs and expenses incurred by you including all packaging, insurance, carriage, duties and delivery costs.
8.3 Any sum payable under the Contract is exclusive of value added tax, sales tax and/or other tax levied by or on behalf of any government or other authority ("Other Taxes") and any other sum payable under the Contract.
8.4 We will have the right to enter your premises and remove Tooling at any time without being liable for any damages of any sort.
8.5 Without limiting any other right we may have to terminate a Contract, if you commit a material breach of these Conditions we may terminate the Contract and any other existing
Contracts immediately with written notice. Any breach of Conditions 11.12 or 15.9 will be deemed to be a material breach.

9. Without limiting any other right we may have to terminate a Contract, we may terminate the Contract immediately with written notice if: (a) you have a receiver, administrator or liquidator (provisional or otherwise) appointed; (b) are subject to a notice of intention to appoint an administrator or any other resolution on insolvency; (c) pass a resolution for your winding-up; (d) have a winding-up order made by a court in respect of you; (e) enter into any composition or scheme with creditors; (f) enter into any arrangement with creditors; (g) are subject to a provisory liquidator or liquidator (provisional or otherwise) appointed; (h) are subject to any similar or equivalent to that set out in (a) to (f) under any applicable laws; or (i) you are subject to any change of Control and you will notify us immediately upon the occurrence of any such event or circumstances.

9.3 Following expiry or termination of the Contract:
9.3.1 All Conditions which expressly or impliedly continue to have effect after expiry or termination of the Contract will continue in force and effect and any conditions which are anticipatory of performance of any part of the Contract will continue in force and effect;
9.3.2 all other rights and obligations will immediately stop but will not affect any of your or our rights, obligations, claims and liabilities which may exist prior to the date of expiry or termination; and
9.3.3 each party will immediately stop using the other party’s Confidential Information which has to comply with any applicable law and Condition 9.3.3 will not apply to such Confidential Information. Condition 11.2 will continue to apply to retained Confidential Information.

9.4 If we terminate a Contract, we may require you to deliver to us all supplies, materials or drawings produced or acquired by you for the terminated part of the Contract and we will agree, in good faith, on the amount payable for the same.

10. LIABILITY AND INSURANCE

10.1 You will indemnify us and our Affiliates against all costs and all their Losses arising from your breach of or negligent performance of or your failure to perform or delay in performing any part of these Conditions. Smith Group plc, if required, will exercise the defence of any claim in respect of which you are required to indemnify us under a Contract.

10.2 Subject to Condition 10.3, we will not have any Liability to you for any (i) loss of profit, goodwill or revenue; or (ii) special, indirect or consequential losses or damages in any event, except to the extent that it is proved that such losses or damages were foreseeable by you.

10.3 Nothing in these Conditions or any Contract will operate to exclude one party’s Liability (if any) to the other (including for a person for whom it is vicariously liable):
10.3.1 for death or personal injury resulting from its negligence;
10.3.2 for its fraud or fraudulent misrepresentation; or
10.3.3 for any part of which it is not permitted by law to exclude or limit its Liability.

10.4 The exclusions and from limitations of liability contained in these Conditions will apply after as well as before the date of expiry or termination of any Contract.

10.5 The exclusions from, and limitations of liability set out in this Condition 10 will be considered severable. The invalidity or unenforceability of any one such sub-clause or clause will not affect the validity or enforceability of any other such sub-clause or clause and will be considered severable from each other.

10.6 You will provide satisfactory insurance cover with a reputable insurer to cover your obligations under a Contract, including public liability insurance cover, cover for potential liabilities arising from a Contract and any insurances required by law. You will provide evidence of your insurance coverage at our request.

11. CONFIDENTIALITY

11.1 Except as set out in Condition 11.2, each party will:
11.1.1 only use the other party’s Confidential Information for the purpose of performing its obligations and exercising its rights under the Contract;
11.1.2 keep the other party’s Confidential Information secret, safe and secure; and
11.1.3 not disclose the other party’s Confidential Information to any other person.

11.2 Each party may disclose the other party’s Confidential Information to:
11.2.1 to the extent required by law, any court or competent jurisdictional or the rules of any government, public or regulatory body or any stock exchange; and
11.2.2 to its officers, directors, employees and professional advisers and, in our case, our Affiliates; and to subcontractors, who need the Confidential Information in order for that party to perform its obligations and exercise its rights under the Contract. A party disclosing the other party’s Confidential Information under Condition 11.2.2 will make sure that each person to whom it discloses that Confidential Information is bound by obligations of confidentiality no less onerous than those set out in this Condition 11.1.

11.2.3 Each party acknowledges and agrees that damages alone would not be an adequate remedy for breach of Condition 11.1 by that party. Accordingly, the other party will be entitled, without having to prove special damages, to injunctive relief, equitable relief and/or specific performance for any breach of the breach of Condition 11.1 by the first party.

12. ETHICAL CONDUCT

12.1 You will conduct your business ethically and lawfully and in accordance with our Supplier Code of Business Ethics. (http://www.smiths.com/responsibility-supplier-code-of-business-ethics.aspx) or any equivalent code of ethics.
12.2 You represent and warrant that you and your subcontractors and suppliers do not use or permit unacceptable labour practices, such as child or forced labour, or unsafe working conditions or unhealthy work environment.
12.3 You agree to comply with all applicable anti-corruption laws. Smith Group plc will not tolerate any form of bribery or corruption, including but not limited to the Foreign Corrupt Practices Act (FCPA) of the United States, the United Kingdom and other applicable anti-bribery laws.
12.4 You agree to comply with applicable environmental laws and regulations.

12.5 You will permit us, and any person nominated by us, to have such access to your premises, personnel, systems, books and records as we may require to verify your compliance
with this Condition 12. We also reserve the right to inquire and investigate your conduct to satisfy ourselves of your compliance with this Condition 12 and to discontinue a business relationship with you if you or any of your officers, directors or employees is found to have breached any part of this Condition 12.

13. NOTICE

13.1 Notices and other communications provided for the purposes of a Contract will be in writing, and delivered by courier or by hand to the relevant party’s address as specified on the Order (or such other address as is notified to the other party in writing from time to time), in the case of a notice to you, marked to draw attention of such person as we specify.

14. EXPORT/IMPORT/ECONOMIC SANCTIONS CONTROLS

14.1 You agree to comply with all applicable export controls and import and economic sanctions laws and regulations, including those of your country of incorporation, from where the Goods will be supplied, where the Goods will be received and any other relevant jurisdiction. You will also obtain, as required, and comply with all applicable government authorizations and their provisions in supplying the Goods. Without limiting the foregoing, you will not transfer any export controlled item, data or services provided by us in relation to the Contract, to include transfer to any persons, including those persons employed by or associated with, or under contract to you or you lower-tier suppliers, without the authority of an applicable licence, exemption or exception.

14.2 You will provide to us all information necessary to support any regulatory or government authorization requirements we have regarding the Goods.

14.3 You will indemnify us and our Affiliates for all Losses arising out of any breach by you of this Clause 14.

15. GENERAL

15.1 The Contract constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement in respect of its subject matter and, subject to Condition 10.3, neither party has entered into the Contract in reliance upon, and it will have no remedy in respect of, any misrepresentation, representation or statement (whether made by the other party or any other person and whether made by the first party or any other person) which is not expressly set out in the Contract.

15.2 A party’s delay in exercising, partial exercising or failure to exercise a right or remedy under the Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the party giving it.

15.3 If any term of the Contract is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, such term will be deemed to be severed from the Contract and this will not affect the remainder of the Contract which will continue in full force and effect.

15.4 Except to the extent otherwise specified in these Conditions, variations to the Contract must be agreed in writing and signed by both parties.

15.5 No partnership, agency or joint venture between the parties will be created by the Contract.

15.6 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.

15.7 Each of our Affiliates will be entitled to enforce in their own capacity the terms of any Contract under which that Affiliate receives a benefit.

15.8 Save as provided in Condition 15.7, the parties do not intend that any term of a Contract will be enforceable by any person who is not a party to it.

15.9 You may not assign, transfer, charge, hold on trust for any person or deal in any other manner with any of your rights under the Contract or sub-contract any of your obligations under the Contract. We may assign a Contract to our Affiliates.

16. GOVERNING LAW AND JURISDICTION

16.1 The Contract and any non-contractual obligations arising in connection with it are governed by the law of the jurisdiction in which we are registered or incorporated. The courts of such jurisdiction (and if applicable to the relevant jurisdiction any district in which we are registered) have exclusive jurisdiction to determine any dispute arising in connection with the Contract.

qualsiasi dei suoi funzionari, amministratori o dipendenti, risul-}

13. AVVISI

13.1 Gli avvisi e altre comunicazioni trasmessi ai sensi di un Contratto dovranno essere formalizzati per iscritto e inviati per corrierò o consegnati a mano all’indirizzo della Parte interessata specificato sul termine (opposto in qualsiasi altro indirizzo comunicato in un determinato momento all’altra Parte), se indirizzate a Smith Group plc, all’attenzione della persona specificata.

14. CONTROLLI SU SANZIONI ECONOMICHE/PRODOTTI ESPORTATI E IMPORTATI

14.1 Il Fornitore si impegna ad adempiere a tutti i controlli applicabili sulle esportazioni e sulle normative e sui regolamenti in materia di sanzioni economiche, tra cui quelli vigenti nel Paese di costituzione, da cui le Merci saranno fornite, in cui saranno ricevute e in qualsiasi altra giurisdizione rilevante. Il Fornitore si impegna altresì a ottemere e adempiere, onde richiesto, a tutte le autorizzazioni governative applicabili e a tutte le condizioni relativamente alla fornitura delle Merci. Senza limitazione alcuna di quanto precede, il Fornitore non trasferirà nessun articolo, dato o servizio soggetto ai controlli sulle esportazioni fornito da Smith Group plc relativamente al Contratto, tra cui persone impiegate da, associate al o sotto contratto con il Fornitore, o con i suoi sub-fornitori secondari, in assenza di una licenza, esenzione o eccezione applicabile.

14.2 Il Fornitore si impegna a fornire a Smith Group plc tutte le informazioni necessarie per giudicare qualsiasi richiesta di autorizzazione regolamentare o governativa attinenti le Merci.

14.3 Il Fornitore mantiene Smith Group plc e le sue Affiliate per ogni Perdita derivante da qualsivoglia violazione della presente Condizione 14 da parte del Fornitore.

15. DISPOSIZIONI GENERALI

15.1 Il presente Contratto costituisce l’accordo completo tra le Parti e sostituisce qualsiasi accordo o intesa precedente in relazione al suo oggetto; in subordine alla Condizione 10.3, nessuna Parte ha sottoscritto il presente Contratto facendo affidamento su falsificazioni, false dichiarazioni o affermazioni (ristallocate dall’altra Parte o da qualsiasi altra persona, oppure rilasciate da una Parte o da qualsiasi altra persona) che non siano espressamente indicate nel presente Contratto, né potrà rivendicare alcun rimedio al riguardo.

15.2 L’eventuale esercizio ristabilito, esercizio parziale o mancato esercizio di una parte di un diritto o rimedio ai sensi del presente Contratto non costituirà una rinuncia, né impedirà o limiterà l’esercizio in futuro dello stesso o di qualsiasi altro diritto o rimedio. La rinuncia di un qualsiasi diritto, rimedio, violazione o inadempienza sarà valida esclusivamente se formalizzata per iscritto e sottoscritta dalla parte rinunciante.

15.3 Se uno qualsiasi dei termini del presente Contratto dovesse essere giudicato illegale, illegittimo, nullo o inapplicabile da un tribunale, organo, autorità di una giurisdizione competente, si riterà che lo stesso sia stato stralciato dal Contratto e non influenzerà il resto del Contratto, che continuerà a essere pienamente valido ed efficace.

15.4 Salvo nei termini altimminiti specificati nelle Condizioni qui enunciate, eventuali modifiche al presente Contratto dovranno essere concordate per iscritto e controllate da entrambe le Parti.

15.5 Il presente Contratto non dà luogo a nessun rapporto di partenariato, agency o joint-venture tra le Parti.

15.6 Ognuna delle Parti dichiara di essere un contraente indipendente e di stipulare il presente Contratto in qualità di committente e non di agente o di beneficiari di qualsiasi altra persona.

15.7 Ciascuna delle Affiliate di Smith Group plc sarà autorizzata a fare applicare, per proprio conto, i termini di qualsivoglia Contratto ai sensi dei quali la suddetta Affiliata è destinataria di benefici.

15.8 Fatto salvo quanto disposto nella Condizione 15.7, le Parti dichiarano che i termini di un Contratto non potranno essere applicati da qualsivoglia persona che non ne sia una parte.

15.9 Il Fornitore non potrà odiere, trasferire, chiedere un corrispettivo, tenere in custodia, in qualsiasi altro modo, uno qualsiasi dei diritti del Fornitore di cui al presente Contratto o sub-contratto, a favore di qualsiasi persona o accordo. Smith Group plc si riserva il diritto di cedere un Contratto a una delle sue Affiliate.

16. LEGGE APPLICABILE E FORO COMPETENTE

16.1 Il presente Contratto e qualsivoglia obbligo extra-contrattuale che ne derivi sono disciplinati dalla legge della giurisdizione in cui Smith Group plc è costituita e regolarmente registrata. I tribunali del suddetto foro (e se applicabile la giurisdizione competente di qualsiasi regione in cui Smith Group plc è registrata) hanno la competenza per dirimere qualsivoglia controversia in relazione al Contratto.

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