

STANDARD TERMS AND CONDITIONS OF SUPPLY OF GOODS AND/OR SERVICES

1	INTERPRETATION	4.8	If Swegon exercises its right to make delivery in instalments in accordance with this Clause 4.7, then any delay in delivering or failure to deliver any further instalment or instalments shall not entitle the Customer to reject the Contract or the delivery or any other instalment or to withhold payment in respect of any instalment previously delivered.
1.1	In these Conditions the following words shall have the following meanings: Affiliate means any entity that directly or indirectly controls, is controlled by or is under common control with either party, and that entity's respective directors, officers and employees; Business Day means a day Monday to Friday (between the hours of 9.00 am to 5.00 pm GMT) which Swegon is ordinarily open for business excluding any bank holidays and statutory holidays in England; Conditions means these standard terms and conditions of the supply of Goods and/or Services; Confidential Information means any and all information provided by either party under the Contract that is either (i) marked as being confidential (or in the case of verbal discussions is later confirmed in writing to be confidential) or (ii) information (however communicated) that is of a type that the other party could reasonably have been expected to know that the information was confidential; Contract means any contract between Swegon and the Customer for the sale and purchase of Goods and/or Services, including the Swegon Order Acknowledgement and incorporating these Conditions; Control means the ability of a person to direct the affairs of another whether by virtue of the ownership of shares, contracts or otherwise; Customer means the person(s), firm or company who purchases the Goods and/or Services from Swegon, as set out in the Swegon Order Acknowledgement, including their respective directors, officers and employees; Customer Order means any order made by the Customer to purchase the Goods and/or Services from Swegon; Customer Premises means the Customer address set out in the Swegon Order Acknowledgement, or such other location at which the Customer may take delivery of the Goods and/or where the Services may be provided; Goods means any goods or Spare Parts that are to be purchased by the Customer from Swegon in accordance with the Contract, as set out in the Swegon Order Acknowledgement; Insolvency Event occurs when: (a) a party becomes unable to pay its debts as they fall due or the value of its assets is less than the amount of its liabilities taking into account its contingent and prospective liabilities; (b) in relation to a party a statutory demand is served, a receiver is appointed or any insolvency procedure under the Insolvency Act 1986 is instituted or occurs or notice of intention to institute such a procedure is given; (c) any order is made for or there occur proceedings constituting main proceedings in any member state of the European Union; or (d) any analogous demand, appointment or procedure is instituted or occurs in relation to a party elsewhere than in England and Wales. Intellectual Property Rights means any and all intellectual property rights protected under any law anywhere in the world including, without limitation, patents, designs, copyright, trademarks, know-how, technical information, rights in data and database rights (whether registered or unregistered or any applications for registration) whether now known or future; Services means any services (including maintenance services) to be supplied to the Customer by Swegon in accordance with the Contract, as set out in the Swegon Order Acknowledgement; Site means the place at which the Goods are to be delivered and/or the Services are to be performed (as appropriate), as set out in the Swegon Order Acknowledgement; Spare Parts means new and unused items supplied and specified as such by Swegon; Specification means the specification of the Services provided by the Customer to Swegon; Swegon means any Swegon Group Company, a company registered in England and Wales and whose registered office is at the either of the following Swegon Addresses: (a) Southern Way, Wednesbury, West Midlands, England, WS10 7BU (b) 5 Charterpoint Way, Ashby-de-la-Zouch, Leicestershire LE65 1NF. Swegon Equipment Manual means the operating manual of instructions issued to the Customer upon delivery of the Goods; Swegon Group Company means any company which is a subsidiary or holding company of Swegon or any subsidiary of such holding company from time to time and subsidiary and holding company shall have the meanings attributed to them in section 1159 of the Companies Act 2006 as amended from time to time; and Swegon Order Acknowledgement means the order acknowledgement issued by Swegon to the Customer detailing the Goods and/or Services to be provided, under a Contract. In these Conditions:	4.9	Swegon may at its sole discretion use sub-contractors to fulfil any of its obligations under the Contract.
		5	TITLE, RISK AND INSURANCE – GOODS
		5.1	Risk in the Goods shall pass to the Customer upon completion of delivery in accordance with Clause 4.2.
		5.2	Title to the Goods shall not pass to the Customer until Swegon has received payment in full (in cash or cleared funds) of all sums due under the Contract, whether in relation to the supply of Goods and/or Services or any other sums which may become due to Swegon under any other contract between Swegon and the Customer.
		5.3	Until such time as title to the Goods passes to the Customer under Clause 5.2, the Customer shall:
		5.3.1	hold the Goods on a fiduciary basis as Swegon's bailee;
		5.3.2	store the Goods separately from any and all other products, equipment and materials and in such a state as to ensure that Goods remain readily identifiable as Swegon's property;
		5.3.3	maintain the Goods in such a state of condition as is required for the Goods to obtain their full market value;
		5.3.4	insure all Goods with an insurance company of good repute on Swegon's behalf for their full market value against all risks from the date of delivery;
		5.3.5	hold the proceeds of the insurance referred to in Clause 5.3.4 on trust for Swegon and not mix them with any other money nor pay the proceeds into an overdrawn bank account;
		5.3.6	not under any circumstances impose or seek to impose a lien whether general or specific or other charge or encumbrance against the Goods whether in respect of any claims for outstanding monies which it believes to be due to it under the Contract or otherwise; and
		5.3.7	notify Swegon immediately if it becomes subject to or reasonably believes that it is likely to become subject to an Insolvency Event.
		5.4	The Customer hereby grants Swegon, its agents, sub-contractors and employees an irrevocable licence at any time prior to the transfer of title in the Goods in accordance with Clause 5.2 to enter any premises where the Goods are or may be stored to inspect or recover the Goods.
		6	PRICE
		6.1	Unless otherwise agreed by Swegon in writing and subject always to Clause 6.2, the price for the supply of Goods and/or Services shall be as set out in the Swegon Order Acknowledgement.
		6.2	Swegon reserves the right, by giving notice to the Customer at any time before the delivery of Goods and/or provision of Services, to request an increase to the price for the supply of Goods and/or Services to reflect any increase in the cost to Swegon which is due to any factor beyond the reasonable control of Swegon, including without limitation:
		6.2.1	any alteration to or the enactment of any legislation regulations or any other enactment relating to the supply of the Goods and/or the Services;
		6.2.2	increases in applicable taxes, duties, levies and in any labour, materials and other manufacturing costs;
		6.2.3	any change in the Services to be supplied which is requested by the Customer pursuant to Clause 4.5 or any change in the dates of the delivery of the Goods and/or provision of the Services which is requested by the Customer pursuant to Clause 4.4; and
		6.2.4	any delay caused by any instructions of the Customer or failure of the Customer to give Swegon adequate information or instructions necessary for the supply of the Goods and/or Services and/or the inability of Swegon to access the Site as a result of any act or omission of the Customer (or its authorised representatives).
		6.3	Following notification of an increase to the Price pursuant to Clause 6.2, the Customer shall promptly notify Swegon as to whether it accepts or rejects such Price increase. Until such time as the Customer provides such notification, Swegon's obligation to deliver the Goods and/or supply the Services under the Contract shall be suspended.
		6.4	Where Swegon exercises its right to increase the price under Clause 6.2 and the Customer notifies Swegon that it does not accept such Price increase then the Customer shall be entitled, upon the provision of fourteen (14) Business Days written notice to Swegon, to terminate the Contract. In such circumstances the Customer shall pay to Swegon, on a pro rata basis, the costs, expenses and liabilities incurred by Swegon for all work in progress commenced and/or committed to in anticipation of the delivery of the Goods and/or performance of the Services.
		7	PAYMENT – GOODS AND SERVICES
		7.1	Unless otherwise specified in the Swegon Order Acknowledgement, Swegon shall invoice the Customer upon completion of the Services or shipment of the Goods.
		7.2	Payment of all invoices issued in accordance with these Conditions is due within thirty (30) days of the date of the invoice, unless otherwise specified in the Swegon Order Acknowledgement. Time for payment shall be of the essence.
		7.3	If the Customer pays any sums due under the Contract in any currency other than Great British Pounds Sterling (£), Swegon shall be entitled to recover from the Customer all banking charges and currency losses incurred in respect of processing such foreign currency.
		7.4	The Customer shall make all payments due under the Contract in full without any deduction whatsoever whether by way of set-off, counterclaim, discount, abatement or otherwise, other than an agreed early settlement discount.
		7.5	Any queries in respect of invoices should be brought to Swegon's attention within seven (7) days of the date of the invoice to which the query relates. Where any dispute arises as to any invoice in respect of Goods and/or Services the parties shall enter into good faith discussions to resolve such dispute but, for the avoidance of doubt, the Customer shall not be relieved of its obligation to pay the disputed invoice in full and on time.
		7.6	If the Customer fails to pay any sum due under the terms of the Contract by the due date for payment then, without limitation to Swegon's right pursuant to Clause 12.1.1, the Customer shall pay interest on such sums for the period from and including the due date of payment up to the actual date of payment, whether before or after judgment and shall be liable to pay Swegon a late payment charge of £20.00. The interest shall be paid at the rate of eight per cent (8%) per annum above the base rate from time to time of Bank of England.
		7.7	Without prejudice to any other right or remedy to which it may be entitled, Swegon has the right to withhold or deduct by way of or otherwise set off any monies owing at any time to the Customer against any monies due to Swegon from the Customer or for the Customer's breach of the Contract.
		8	CUSTOMER OBLIGATIONS – GENERAL
		8.1	The Customer shall:
		8.1.1	provide adequate and appropriate access to the Customer Premises to facilitate the delivery of the Goods and/or provision of Services;
		8.1.2	co-operate with Swegon in all matters relating to the supply of the Goods and/or Services; and
		8.1.3	obtain and maintain all necessary licences, permissions and consents which may be required for the supply of Goods and/or Services.
		9	CUSTOMER OBLIGATIONS - SERVICES
		9.1	The Customer shall:
		9.1.1	provide Swegon, its employees, agents, consultants and sub-contractors, with such access to the Customer Premises, office accommodation and other facilities as may be reasonably required by Swegon to provide the Services;
		9.1.2	provide Swegon with such information and materials as Swegon may reasonably require to provide the Services, and ensure that such information is accurate in all respects; and
		9.1.3	keep and maintain all materials, equipment, documents and other property of Swegon (Swegon Materials) at the Customer Premises in safe custody at its own risk, maintain the Swegon Materials in good condition until returned to Swegon and not dispose of or use the Swegon Materials unless expressly permitted by Swegon and always strictly in accordance with Swegon's instructions.
		9.2	For the avoidance of doubt where the Customer fails to comply with any of its obligations under Clauses 8 or 9 Swegon shall be entitled to suspend the performance of its obligations without liability until the Customer so complies.
		9.3	The Customer shall reimburse, to the full replacement value, Swegon in respect of any damage, destruction or loss of Swegon Materials that occurs whilst such Swegon Materials are under the custody, possession and/or control of Swegon.
		10	CUSTOMER WARRANTIES
		10.1	The Customer warrants and represents that:
		10.1.1	any information provided to Swegon in respect of any dangerous or hazardous substances located at the Customer Premises is accurate and sufficiently detailed to enable Swegon to comply with any statutory requirements or regulations applicable to its performance of the Services and/or the delivery of the Goods and to comply with its obligations under the Contract;
2	APPLICATION OF CONDITIONS		
2.1	Each Customer Order shall be deemed to be an offer by the Customer to purchase the Goods and/or Services subject to these Conditions.		
2.2	No Customer Order shall be deemed to be accepted by Swegon unless and until a Swegon Order Acknowledgement is issued by Swegon at which point the Contract shall come into existence. For the avoidance of doubt, the issuance of each Swegon Order Acknowledgement shall be deemed to give rise to a separate Contract made upon these Conditions.		
2.3	These Conditions are the only basis upon which Swegon is prepared to deal with the Customer and shall apply to the supply of all Goods and/or Services by Swegon to the Customer. The Customer hereby acknowledges and agrees that these Conditions shall apply to the exclusion of any other terms the Customer may seek to impose or incorporate, or which are implied by trade, custom or course of dealing and the Customer waives any right which it might otherwise have to rely upon such terms and conditions.		
2.4	No changes or variations to these Conditions or any Swegon Order Acknowledgement shall be effective unless agreed in writing by the parties and signed by a director or other authorised representative of Swegon.		
2.5	The performance of each Contract made pursuant to Clause 2.2 shall give rise to a separate payment obligation in accordance with Clause 7 of these Conditions.		
3	DESCRIPTION		
3.1	The description of the Goods and/or Services shall be as set out in the Swegon Order Acknowledgement.		
3.2	All technical data, descriptions and illustrations of the Goods and/or Services in any offers, leaflets, advertising materials produced by Swegon or on any website, are for illustrative purposes only and shall not, nor shall they be deemed to, form part of the Contract. Swegon reserves the right in its absolute discretion to change such technical data, descriptions and illustrations without notice.		
4	DELIVERY		
4.1	The delivery of Goods and/or the provision of Services shall take place at the Site.		
4.2	Where the delivery of Goods is to take place at the Swegon Address, delivery shall be complete upon the Customer's collection of the Goods, and where the delivery of Goods is to take place at the Customer Premises, delivery shall be complete upon arrival at the Customer Premises (and the Customer acknowledges that Swegon shall bear no responsibility for the unloading of Goods upon arrival at the Customer Premises).		
4.3	Any dates specified by Swegon for the delivery of Goods and/or provision of Services are intended to be an estimate only and time of delivery of the Goods and/or provision of Services shall not be of the essence for the purposes of the Contract.		
4.4	Where the Customer requests a change to any dates specified in the Contract for the delivery of the Goods and/or provision of Services, Swegon shall use its reasonable endeavours to conform to such a request, provided always that Swegon shall be under no obligation to do so, shall have no liability for its failure to do so and is entitled to payment of any additional costs incurred as a result of such change to the dates.		
4.5	Where the Customer requests a change to the Services to be supplied pursuant to the Contract, Swegon shall use its reasonable endeavours to conform to such a request, provided always that Swegon shall be under no obligation to do so, shall have no liability for its failure to do so and shall be entitled to payment of any additional costs incurred as a result of such change to the Services.		
4.6	Swegon shall be entitled to make any changes to the Goods and/or Services which are necessary to comply with any applicable law or safety requirement and Swegon shall provide the Customer with such notice as is reasonably practicable in the event of such change becoming necessary.		
4.7	Swegon shall be entitled to deliver the Goods and supply the Services by instalments and the Customer shall not be entitled to object to or reject such delivery of Goods and/or supply of Services by instalments. Each instalment constitutes a separate Contract subject to these Conditions and the Customer shall be invoiced and shall pay for such instalments separately in accordance with Clause 7 of these Conditions.		

10.1.2	it shall comply fully with all applicable laws, regulations, rules and statutory requirements relating to its receipt, use, handling and maintenance (as appropriate) of the Goods and/or Services;	16	ANTI-BRIBERY, CORRUPTION, SANCTIONS AND ANTI-MONEY LAUNDERING
10.1.3	any other information or instructions it has provided to Swegon (whether in the Customer Order or otherwise) for the purposes of Swegon quoting for or performing its obligations under the Contract is adequate, complete and accurate in all respects; and	16.1	The Customer and its Affiliates shall not offer, promise, give, authorise, solicit or accept any undue financial or other advantage of any kind in any way connected with the performance of this Contract and shall otherwise comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption. The Customer shall promptly report to Swegon any request or demand for such financial or other advantage received by the Customer or its Affiliates in connection with the performance of this Contract.
10.1.4	it has all necessary permits, licences, authorisations, policies and procedures in place for the purposes of any applicable health and safety legislation and enforces compliance with such permits, licences, authorisations, policies and procedures by all of its employees and other staff.	16.2	The Customer and its Affiliates shall comply with all applicable national and international economic or financial sanctions laws, and trade embargoes and similar restrictions issued by the United Nations, European Union, United Kingdom, the United States of America or by any other competent authority (Sanction Laws) and they shall not engage in any trade, business, venture or dealing which could directly or indirectly expose Swegon, its Affiliates and their respective directors, officers and employees to any sanctions imposed by such authority. The Customer warrants that the Customer and its Affiliates are not a designated entity under any Sanction Laws at the time of entering into this Contract and that they will remain non-designated during the term of this Contract. The Customer commits not to sell any Goods to third parties whom they have reason to assume will disregard Sanction Laws or circumvent them. Upon request, the Customer must provide to Swegon, without delay, all required information relating to the final recipient, final destination and end-use of any Goods or Services.
10.2	The Customer agrees to indemnify, keep indemnified and hold harmless Swegon in full against any and all losses, liabilities, claims, damages, charges, penalties, costs or expenses (including legal expenses) awarded against or incurred by Swegon in respect of any loss or damage or personal injury (including death) which arises out of or in connection with the Customer's breach of Clause 10.1.	16.3	The Customer and its Affiliates shall comply with all applicable national and international laws on anti-money laundering and counter terrorist financing. The Customer represents that it has in place the adequate anti-money laundering procedures that are necessary to comply with the aforementioned laws. The Customer shall promptly report to Swegon any suspicious activity of which it becomes aware relating to transactions directly or indirectly connected to the performance of this Contract.
11	WARRANTY	16.4	Swegon shall be entitled to refuse further performance and may terminate this Contract immediately upon becoming aware of any breach of this Clause 16 without the Customer having the right to raise any claim.
11.1	Swegon warrants to the Customer that the Services will be performed in accordance with any specification issued by Swegon to the Customer in respect of the Services forming part of the subject matter of the Contract.	16.5	The Customer shall maintain and apply, and shall ensure that its Affiliates maintain and apply, adequate policies and procedures to ensure compliance with this Clause 16. The Customer shall, if there is an objective reason to believe that the Customer or its Affiliates is in breach of any part of this Clause 16, allow Swegon access to the Customer's and its Affiliates' premises, books and computer systems to enable Swegon and its auditors and examiners to conduct reasonable and appropriate audits and examinations of the compliance by the Customer and its Affiliates with this Clause 16.
11.2	Swegon warrants to the Customer the Goods shall conform in all material respects with their description and any specification issued by Swegon to the Customer for the period specified in the Swegon Order Acknowledgement, (save that where no such period is specified, the goods shall conform in all material respects with their description and any specification issued by Swegon for a period of 12 months). Subject to Clause 11.3, if:	16.6	The Customer shall indemnify Swegon for any and all damage or loss incurred as a result of any breach of this clause.
11.2.1	the Customer notifies Swegon of any defect in writing within ten (10) Business Days of the defect occurring;	16.7	In the event of any conflict with other provisions in this Contract this clause shall prevail.
11.2.2	Swegon is permitted to make a full examination of the alleged defect; and	17	FORCE MAJEURE
11.2.3	the defect is directly attributable to defective material or workmanship, Swegon shall, at its sole option, repair or replace the defective Goods.	17.1	Swegon shall not be liable for any failure to meet its obligations under the Contract if it is prevented or delayed in the carrying on of its business due to circumstances beyond its reasonable control including, without limitation: acts of God, governmental actions, war or national emergency; acts of terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, explosion, flood, storm, national or international health epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), failure of a utility service or transport network, or restraints or delays affecting carriers or inability or delay in obtaining supplies or adequate or suitable materials or restrictions from access to Sites, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, the Customer shall be entitled to give notice in writing to Swegon to terminate the Contract.
11.3	The Customer acknowledges and agrees that Swegon shall bear no responsibility or liability (whether in contract, tort, under statute or otherwise) in respect of any design works provided by the Customer and/or third party representative to Swegon in respect of the design, structure and/or composition of the Goods and/or Services and/or the manner in which either Goods and/or Services are to be delivered by Swegon	18	BREXIT
11.4	The repair or replacement remedy provided under Clause 11.2 shall be the sole and exclusive remedy for the Customer in relation to any defective Goods.	18.1	Where an event, series of events, or other set of circumstances occurs as a direct or indirect result of, or in contemplation of:
11.5	Subject always to Clause 11.2, Swegon shall not be liable for the Goods' failure to comply with the warranty at Clause 11.2, and the Customer shall reimburse Swegon in full for any and all costs, expenses and charges, including without limitation any labour or material costs, incurred by Swegon as a result of or in connection with undertaking any repairs or providing any replacements pursuant to Clause 11.2, if:	18.1.1	the UK ceasing to be a full member state of the EU; or
11.5.1	the Customer makes any further use of such Goods after becoming aware of the defect;	18.1.2	such other occurrence of any fact, matter, event, circumstance, condition or change, which has a material adverse effect on the costs of Swegon performing its obligations under the Contract and/or reduces its income under the Contract and/or otherwise adversely affects the benefit it derives from the Contract, such event, events or circumstances shall be deemed to be an "Adverse Effect" .
11.5.2	the defect arises as a result of the Customer's failure to follow the Swegon Equipment Manual or any other instructions issued by Swegon to the Customer as to the storage, use, installation or maintenance of the Goods (whether given orally or in writing);	18.2	Upon the occurrence (or likely consequence) of an Adverse Effect, Swegon shall be entitled to:
11.5.3	the defect arises out of any information, design, drawing or specification supplied by the Customer to Swegon for the purposes of the Contract;	18.2.1	require the Customer to negotiate in good faith an amendment to the Contract to offset or mitigate the Adverse Effect; and
11.5.4	the defect arises as a result of misuse, neglect, alteration, mishandling, wilful damage or unauthorised manipulation by any person other than Swegon's authorised personnel; or	18.2.2	if no such amendment is made to the Contract within 30 days, terminate the Contract upon providing written notice to the Customer. Where Swegon terminates the Contract in accordance with this clause, Swegon shall be entitled to be paid the value of the Goods and/or Services supplied to date (less any sums already paid).
11.5.5	the Goods differ from their description and/or specification as a result of changes made by Swegon so as to ensure the Goods comply with applicable statutory or regulatory requirements.	19	GENERAL
11.6	These Conditions shall apply to any repaired or replacement Goods supplied by Swegon pursuant to Clause 11.2.	19.1	The Customer, at its own cost and expense, shall, and shall procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may be required by Swegon for the purpose of giving full effect to the Contract and all of the Customer's obligations set out therein.
12	LIMITATION OF LIABILITY	19.2	The Customer shall not be entitled to assign, sub-contract, dispose of or otherwise transfer any of its rights or obligations under a Contract without the prior written consent of Swegon.
12.1	Without prejudice to Clause 12.3, Swegon shall not be liable to the Customer whether arising in contract, tort (including negligence), for breach of statutory duty or otherwise for any of the following (whether direct or indirect):	19.3	Subject to Clause 19.4 any entity which is not expressly a party to this Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (the Act) to enforce any term of the Contract and the provisions of the Act shall be expressly excluded from the Contract.
12.1.1	loss of profit;	19.4	Any Swegon Group Company may obtain the benefit of and enforce any term of the Contract.
12.1.2	loss of use;	19.5	The Contract sets out the entire agreement between the parties in relation to the subject matter hereof and supersedes any previous agreement relating to the subject matter of the Contract, whether written or oral. Each party acknowledges and agrees that in entering into the Contract it places no reliance on any representation or warranty in relation to the subject matter of the Contract, nor shall it have any remedy in relation to the subject matter of the same save as expressly set out in the Contract. The only remedy available to either party for breach of such warranties or representations shall be for breach of contract under the terms of the Contract. Nothing in this Clause 19.4 or in the Contract shall operate so as to exclude or restrict any remedy or liability for fraud or fraudulent misrepresentation.
12.1.3	loss of goodwill and/or reputation;	19.6	If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if the Contract had been agreed with the invalid, illegal or unenforceable provision eliminated.
12.1.4	loss of revenue;	19.7	No failure or delay by Swegon in exercising or enforcing any of its rights or remedies under the Contract shall constitute a waiver thereof and no single or partial exercise or enforcement of any of its rights or remedies under the Contract shall preclude or restrict the further exercise or enforcement of any such right or remedy. The rights and remedies provided in the Contract are cumulative and not exclusive of any rights and remedies provided by law.
12.1.5	loss of business;	19.8	Nothing in the Contract shall be construed as establishing or implying any agency, partnership or corporate relationship between the parties, or to authorise either party to act as the agent of the other, and neither party shall have the authority to act in the same of or otherwise to bind the other party in any way.
12.1.6	loss of anticipated contracts and/or savings;	19.9	Any notice to be given under the Contract by either party to the other shall be in writing and may be served personally by hand or by post so:
12.1.7	loss of opportunity; or	19.9.1	in the case of notices to be served upon Swegon to the Swegon Address marked for the attention of Swegon Finance; and
12.1.8	indirect or consequential loss or damage.	19.9.2	in the case of notices to be served upon the Customer, to the address detailed on the Swegon Order Acknowledgement.
12.2	Without prejudice to Clauses 11.3 to 11.5 (inclusive), 12.3 and subject to Clause 12.1, Swegon's maximum aggregate liability under the Contract, whether arising in contract, tort (including negligence), for breach of statutory duty or otherwise, shall in no circumstances exceed a sum equal to the price paid by the Customer under the Contract.	19.10	Any such notice shall be deemed to have been served:
12.3	Nothing in these Terms shall exclude or in any way limit:	19.10.1	if delivered by hand, at the time of delivery; or
12.3.1	either party's liability for death or personal injury caused by its own negligence;	19.10.2	if posted, at the expiration of forty eight (48) hours after the envelope containing the same shall have been put in the post.
12.3.2	either party's liability for fraud or fraudulent misrepresentation; or	19.11	If any such notice arrives on any day which is not a Business Day, it shall be deemed to have been delivered on the next following Business Day.
12.3.3	any other liability which cannot be excluded by law.	19.12	The parties agree that, if applicable, in the event that a dispute arises in regard to any matter of whatsoever nature under the Contract, and either party wishes to refer to adjudication, The Scheme for Construction Contracts (England & Wales) Regulations 1998 as amended shall apply.
12.4	All warranties, conditions and other terms implied by statute or common law or through trade custom or course of dealing are, to the fullest extent permitted by law, excluded from the Contract.	19.13	The Contract (and all matters, including any non-contractual obligations, arising under or in connection with it) shall be governed by and construed in accordance with the laws of England and Wales and, subject to Clause, the parties hereby submit to the jurisdiction of the English courts.
12.5	Clause 12 shall survive termination of the Contract (howsoever occurred).		
13	TERMINATION		
13.1	Without prejudice to any other rights or remedies to which it may be entitled, Swegon may terminate the Contract in whole or in part (at its absolute discretion) with immediate effect upon the date of service of a written notice, if:		
13.1.1	the Customer defaults in any of its payment obligations under the Contract;		
13.1.2	the Customer commits a material breach of the Contract and (if the breach is remediable) fails to remedy such breach within 14 days after receipt of notice in writing to do so;		
13.1.3	the Customer objects to the Price increase requested by Swegon pursuant to Clause 6.2 (and in which case the obligation of the Customer to pay for pro rata costs, expenses and/or liabilities incurred by Swegon in accordance with Clause 6.4 shall apply mutatis mutandis) or		
13.1.4	the Customer is the subject of an Insolvency Event or a change of Control.		
13.2	Upon termination of the Contract, howsoever caused:		
13.2.1	the Customer shall pay to Swegon upon demand:		
(a)	all outstanding invoices and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to Clause 7.6;		
(b)	in respect of Goods and/or Services supplied for which no invoice has been submitted, Swegon may submit an invoice, which shall be payable immediately upon receipt; and		
(c)	any costs and expenses incurred by Swegon in collecting any sums due under the Contract (including any storage, repair, insurance, transport, labour, administrative, legal and remarketing costs).		
13.2.2	Termination of the Contract shall be without prejudice to the rights, remedies and obligations of the parties accrued up to the date of termination.		
14	INTELLECTUAL PROPERTY RIGHTS		
14.1	The Customer hereby acknowledges and agrees that all Intellectual Property Rights produced from or arising as a result of the performance of the Services are the absolute property of Swegon and the Customer shall, so far as such Intellectual Property Rights are not already vested, do all such acts, execute all such documents and enter into all such agreements with third parties as are reasonably necessary to ensure that such rights vest in Swegon.		
14.2	The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Customer's use of any such Intellectual Property Rights is conditional on Swegon obtaining a written licence from the relevant licensor on such terms as will entitle Swegon to license such rights to the Customer.		
15	CONFIDENTIALITY		
15.1	Each party (the Receiving Party) shall treat as confidential and shall not disclose either directly or indirectly to any third party without the prior written consent of the other party (the Disclosing Party) the Confidential Information.		
15.2	The Receiving Party will not use the Confidential Information for any purpose other than the discharge of its obligations under the Contract and shall disclose the Confidential Information only to such of its personnel as are strictly necessary in order to discharge its obligations under the Contract. The obligations of the Receiving Party under this Clause do not apply to any information which is:		
15.2.1	lawfully in the possession of the Receiving Party prior to its earliest receipt from the Disclosing Party;		
15.2.2	already in or enters the public domain other than as a result of a breach by the Receiving Party of a confidentiality obligation;		
15.2.3	is required by law to be disclosed by the Receiving Party, but only to the extent of such order and the Receiving Party shall promptly inform the Disclosing Party of such requirement prior to any disclosure; or		
15.2.4	is independently developed by the Receiving Party without the benefit of the Confidential Information or otherwise than in breach of the Contract.		
15.3	The obligations under this Clause shall continue in perpetuity.		