



STANDARD TERMS AND CONDITIONS
OF SALE AND DELIVERY OF PRODUCTS



1. HOW TO READ THESE TERMS

1.1. In these Terms, words and phrases that start with a capital letter have the meanings set out in the table at the end, in clause 21.

1.2. A reference to a “person” includes an individual or a business (however it is formed).

1.3. A reference to a piece of legislation (for example, an act of Parliament), should be interpreted as a reference to that legislation as amended or re-enacted. It also includes any subordinate legislation made under it.

1.4. Words and phrases such as “including”, “includes”, “for example”, “such as”, and “in particular” should be interpreted as illustrative and are not intended to limit the description or list of words which follow. 1.5. In these Terms, “in writing” or “written” includes email but not fax including the reference “company” refers to SFA Saniflo UK.

1. APPLICATION

1.1 These General Terms and Conditions of Sale and Delivery of Products and Services (“General Terms and Conditions”) apply to the sale and delivery of Products, Services, and Products by SFA Saniflo UK Limited in connection with Services to Customer.

1.2 The parties have entered into an agreement, when one party’s offer is accepted by the other party, without reservation or alteration. Customer’s receipt of Products or Services constitutes acceptance in fact. The offer, the acceptance, the General Terms and Conditions (irrespective of reference or not), and any other documents explicitly accepted by Saniflo collectively constitute the agreement for the customer’s purchase of Products or Services (the “Agreement”).

1.3 The customer must ensure that Saniflo’s acceptance corresponds with the customer’s offer. If the Customer fails to notify Saniflo

UK of any non-conforming issue within a reasonable time, Saniflo UK’s acceptance will be binding on the Customer.

1.4 If Saniflo UK and Customer have entered into a separate agreement accepted by both parties in writing, the terms of that agreement shall apply. However, these General Terms and Conditions shall apply to matters not addressed in the contract.

1.5 All goods and/or services are supplied to intending purchasers on the following terms, which shall have precedence over any conditions appearing on any other document emanating from an intending purchase accepted in writing by the Director of the Company.

2. INFORMATION BY SFA SANIFLO UK

2.1 Customer is encouraged to seek any necessary technical advice from third parties. Saniflo is not liable for the information given to Customer (or any third party acting on Customer’s behalf) before, on or after the Agreement has entered into force unless the parties have entered into a written agreement for Saniflo’s technical advice and separate payment for any such technical advice.

2.2 If the parties enter into an agreement including technical advice from Saniflo UK, then Customer agrees that its reliance on any of Saniflo’s advice is limited to those within Saniflo UK’s field of operation and expertise, to Saniflo’s best knowledge at the time the advice was given and solely based on the information provided by Customer to Saniflo.

2.3 Any recommendation or suggestion relating to the goods and/or services supplied by SFA Saniflo is given in good faith, but it is for the intending purchaser to exercise his own skill and judgement to satisfy himself of

the suitability of the goods and/or services for his own particular purpose and he shall be deemed so to have done. Accordingly, save in the case of a sale or supply to a consumer within the meaning prescribed by the Unfair Contract Terms Act 1977 the Company give no warranty to the fitness of the goods and/or services for any particular purpose and/or services are being purchased (whether or not the intending purchaser has made such purpose known to the Company), and any implied agreement or condition (statutory or otherwise) is expressly excluded.

2.4 No Person in the employment or acting otherwise as agents of Saniflo UK or purporting so to do has the authority to accept orders, supply goods and/or services on any other conditions or to vary these terms in any way whatsoever. Previous dealings between Saniflo and any intending purchaser shall not vary or replace these terms or be deemed in any circumstances whatsoever to do. Acceptance of goods and/or services from Saniflo shall be conclusive evidence before any court or arbitration that these terms apply.

PRODUCT SPECIFIC REGULATION

3. SANIFLO UK INSPECTION

3.1 All Products are subject to inspection and standard testing before dispatch from the factory. All goods and services supplied in any order form or any document emanating from an intending purchaser are accepted in writing by the Director of the company.

3.2. Any description of the goods and services given by Saniflo UK Limited is given by way of identification only, and the use of such description shall not make the contract a sale by description. Any samples given to the Company are provided by way of identification only and shall not make the contract a sale by example.

4. DELIVERY OF THE PRODUCTS AND TIME OF DELIVERY

4.1 Saniflo shall deliver all Products at the place and time agreed in writing if Customer has ensured that all technical details and formalities concerning the execution of the Agreement are available to Saniflo.

4.2 If Products are not delivered within 90 days after the agreed delivery date, Customer may terminate for cause, by written notification, the part of the Agreement concerning Products in delay.

4.3 If Customer does not take delivery (fully or partly) on the date agreed, Customer shall pay as if delivery had been made, and Saniflo UK is entitled to elect between (a) claiming for damages from Customer for any loss suffered due to non-delivery including additional transportation and storage costs; or (b) terminate the Agreement (or part thereof) and claim damages from Customer for any loss suffered caused by non-delivery, including any additional transportation costs.

4.4 Saniflo UK may deliver the Products in any number of instalments in any sequence.

4.5 Any claim when on account of quality or loss of damage in transit to the goods or deviation on tolerance or otherwise in relation to the goods in any claim whether on account of workmanship, accuracy, adequacy or otherwise in relation to the services must be notified in writing to the Company as follows:

- i. In the case of non-delivery of a whole consignment of goods within 48 hours of receipt of Saniflo invoice or despatch, whichever shall first occur.
- ii. In any other case, involving the supply of goods by the intending purchaser or

his agents, noting on the delivery receipt particulars of the loss, damage or defect by giving notice thereof both to Saniflo and to the carrier within 48 hours of delivery or such shorter period as may be required by the carrier's condition of carriage.

iii. Provided that, if prior to delivery, Saniflo shall be informed by the intending purchaser in writing that the intending purchaser will be unable to inspect the goods for a period not exceeding fourteen days after delivery this sub-clause shall be construed as if the words "fourteen days" are substituted for the words "seven clear-days"

4.6 All returns must be authorised by our Saniflo sales department, Goods will only be accepted back for credit if they are in a re-saleable condition and in their original packing. A 25% restocking fee will be deducted from the credit note and additional shipping charges of £40 may be applicable.

5. RISK AND TITLE

5.1 Saniflo's term of delivery of Products is DAP (cf. Incoterms 2010) at the place of delivery as specified in the Agreement.

5.2 For Products delivered in connection with the Service, the risk of loss of or damage to the Products will pass to the Customer on completion of the Services. However, if the Products are delivered together with the Services, and the Products are temporarily placed at the Customer's/end-user site until installation (without Saniflo being present at the site), the risk of the Products passes to Customer when Saniflo delivers the Products to the site.

5.3 Ownership of the Products will not pass to the Customer until Saniflo receives full payment. If Customer does not pay in full,

Saniflo is entitled to retain and remove the Products at Customer's sole cost. Such retention of ownership does not affect the passing of risk to the Customer.

6. EXAMINATION

6.1 Immediately upon delivery of Products (not delivered and installed in connection with Service), The customer shall examine the Products for any visible defects or shortages and ensure that the delivered Products comply with the order confirmation. If Customer does not make such examination and notify Saniflo UK accordingly (if relevant) without delay, Customer shall be taken as having forfeited its right to claim any defects in the delivered Products, which Customer could have discovered during such examination.

SERVICE-SPECIFIC REGULATION

7. DELIVERY OF SERVICES AND TIME OF DELIVERY

7.1 Saniflo shall perform the Services professionally and skilfully.

7.2 Saniflo shall perform the Services at the agreed place and time, provided that all technical details and formalities concerning the execution of the Agreement are available to Saniflo UK.

7.3 Saniflo shall perform the Services during normal working hours according to Saniflo UK's policy at the time of performance and delivery (weekends and national holidays are outside normal working hours). The parties may agree that Saniflo UK shall perform work outside normal working hours; Customer shall pay for such hours at Saniflo UK's applicable rates, which Saniflo UK will invoice for separately from this Agreement.

7.4 If Saniflo UK has not performed and delivered the Services within 90 days after the agreed delivery date, Customer is entitled to terminate for cause, by written notification, the part of the Agreement in delay.

7.5 Clause 4.3 shall apply if Customer does not take delivery of the Services or part thereof as agreed.

7.6 Saniflo UK shall use reasonable endeavours to observe all Customer's health and safety rules and regulations, and any other reasonable security requirements that apply at Customer's premises, which Customer has communicated to Saniflo UK. Saniflo UK shall not be liable for any breach of the Customer's health and safety regulations.

7.7 Unless otherwise agreed, the Services will be performed by one Saniflo UK personnel. In a reasonable time before Saniflo UK's performance of the Services, Customer shall inform Saniflo UK if the performance of Services will require more than one Saniflo UK personnel. If the Customer fails to In doing so, Saniflo UK may invoice all accrued costs to the customer, without completion of the services.

7.8 Saniflo UK shall be entitled to sub-contract any of its obligations without the consent of the Customer.

8. CUSTOMER'S OBLIGATIONS

8.1 Customer shall (at its sole cost) and, where relevant ensure that its customers and end-users:

(a) co-operate with Saniflo UK in all matters relating to the delivery of the Services.

(b) provide to Saniflo UK and its representatives access to Customer's premises

and other facilities as reasonably required for the delivery of the Services;

(c) provide adequate lighting, heating, power, ventilation and draining as per Saniflo UK's reasonable requirements.

(d) inform Saniflo UK's engineer or representatives on each visit about any unsatisfactory running or irregular performance of the product on which Saniflo UK is performing Services;

(e) provide to Saniflo UK such documents, information, tools and materials required by Saniflo UK for the proper provision of the Services ("In-Put Materials") and ensure that the In-Put Material is accurate in all material respects;

(f) ensure that all In-Put Materials are in good working order and suitable for the purposes for which they are used in relation to the Services;

(g) prepare and maintain the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials following all applicable laws, before and during the performance of the Services;

(h) inform Saniflo UK of all health and safety rules and regulations and any other reasonable security requirements that apply at Customer's premises;

(i) obtain and maintain all necessary permits, authorisations, licences, approvals, and consents and comply with all relevant legislation enabling Saniflo UK to (i) deliver the Services at Customer's premises; and (ii) to use the In-Put Materials;

(j) warrant that Customer is the rightful owner

of any equipment or system to be serviced;
and

(k) ensure that access to any equipment or system subject to the Products and/or Services provided by Saniflo UK to any third party (other than those authorised by Saniflo UK) is strictly prohibited.

GENERAL REGULATION

9. PRICE, PAYMENT TERMS AND INVOICING

9.1 The price for the Products and Services is as stated by Saniflo UK in the Agreement.

9.2 Saniflo UK will invoice the Customer upon delivery. The customer shall pay Saniflo UK as stated in the order confirmation or in the absence thereof within 30 days from the invoice date.

9.3 Any amount payable by Customer is exclusive of amounts in respect to value-added tax, sales tax, or other chargeable excise duties. Customer shall pay any of the aforementioned at the same time as payment is due for related Products or Services.

9.4 Following applicable law, Customer shall (i) pay withholding taxes directly to the appropriate government entity as required by applicable law; (ii) upon request, provide a tax certificate to Saniflo UK evidencing that Customer has paid withholding taxes; (iii) pay Saniflo UK only the net proceeds after Customer has paid withholding taxes; and (iv) fully cooperate with Saniflo UK in seeking a waiver or reduction of withholding taxes and promptly complete and file all relevant documents.

9.5 If Customer does not pay on the due date, Saniflo UK may, with no effect on any other right or remedy that Saniflo UK may

have under applicable law, claim payment for reminders, collection charges and interest. Interest is fixed at 2% per month (or the highest interest rate under applicable law). Interest will accrue daily from the due date until the actual payment of the overdue amount. Saniflo UK may also (i) make further supply subject to guaranteed payment and suspend other deliveries until Customer has provided the guarantee required by Saniflo UK; or (ii) suspend the provision of further deliveries until Customer has paid the overdue amounts in full.

9.6 If Customer does not pay overdue invoices (despite receiving reminder(s)) or in the event of termination of the Agreement, then all payments payable to Saniflo UK, become due for immediate payment.

9.7 Any offer by Saniflo to sell the goods to the purchase may be accepted by the purchase within 30 days of the date of the offer unless otherwise stated, Provided acceptance is communicated to the Company within the time specified the price payable for the goods will be the price stated in the offer (except in accordance with the Clause 15 hereof). Any purported acceptance by the purchaser outside the 30 day period, or such other period as maybe specified as above, will not be binding on Saniflo UK, although Saniflo may at its discretion retrospectively agree to extend the time for acceptance of the offer so as to create a binding contract. Save as aforesaid, any listed prices are subject to change or withdrawal without notice. All prices are subject to the addition of value-added tax (where applicable) at the appropriate rate applying at the tax point for any sale.

9.8 Terms of payment are strictly nett of cash within thirty days unless other payment terms are negotiated and stated on the invoice. Without prejudice to our other rights, interest

at 4% per annum above the bank lending rate of HSBC Plc (running day-to-day) shall be payable on any amount which is overdue from the due date for payment until actual payment is made. The buyer shall not be entitled to withhold payment or to make any deductions therefrom in respect of any settlement for counterclaim.

9.9 In the event of the Company being required due to currency rate fluctuations, occurring prior to the delivery of the goods or rendering of the services to pay increased amount In order to obtain the goods or services, the amount of such increase shall be passed on to the intending purchaser.

10. WARRANTY

THE WARRANTY

10.1 Saniflo UK warrants the delivery of the Products and Services in accordance with the Agreement. A Product is defective only if it is not in accordance with the Agreement due to faulty material, design or manufacturing on the part of Saniflo UK or a third party acting on Saniflo UK's behalf.

10.2 Without altering the general nature of clause 10.1, damage is not covered by the warranty if due to (including): ordinary wear and tear; use of the Products for applications for which they are not intended; installation of the Products in an environment not suitable for the Products in question; modifications or alterations; failure to follow Saniflo UK' instructions, including but not limited to those in Saniflo UK' installation and operation manuals, and/or good industry practice; and Customer's or its own product's non-compliance with applicable law and regulation. In addition, the warranty does not cover whether a product is fit for a particular purpose or will be able to meet its

specifications in the actual application.

WARRANTY PERIOD

10.3 For the warranty to apply, Customer must notify Saniflo UK of a defect without undue delay after Customer becomes or should have become aware of the defect, and (i) for Products, Customer must in every respect notify Saniflo UK no later than 24 months from the date of delivery of the Product, however not exceeding 36 months from the date of production, and (ii) for Services, Customer must notify Saniflo UK no later than 24 months from the performance of the Services (each referred to as the "Warranty Notification Period").

10.4 In case of remedy of defects, the Warranty Notification Period related to the Product and Services as such remains the same after remedy; however:

(a) if part of a Product is repaired or replaced, the Warranty Notification Period concerning such repaired/replaced parts is 12 months from the date of repair or replacement, provided that the 12-month period does not expire before the expiry of the initial Warranty Notification Period for the Product, and

(b) if the whole Product as such (e.g. a pump) is replaced, a new Warranty Notification Period of 12 months commences from the date of the delivery.

10.5 No other warranty condition description or representation on the part of the Company, is given or implied by these terms, nor is any warranty condition description or representation to be taken to be given or implied by anything said or written in the negotiations between the Company and the intending purchaser prior to any agreement and by statutory or other warranty conditions

or description expressed or implied as to the state, quality or fitness of goods and/or services (excepting only such warranty, condition or description by which operation of law cannot be validly excluded) is hereby expressly excluded.

REMEDY OF DEFECTS

10.5 Subject to the terms of the Agreement, Saniflo UK shall remedy defective (parts of a) Products or Services covered by the warranty. Saniflo UK decides whether Saniflo UK remedies by repair or replacement (in whole or part) of the defective (part of the) Product or Services. Saniflo UK remedies defects as soon as possible within normal working hours.

10.6 Place of remedial works is as follows:

(a) For Products installed in premises, they will be required to arrange a service visit from our Network of Engineers to attend the site under the warranty terms of sale. Most returns are due to product misuse or incorrect installation, so exchanging the unit will not solve the fault; please do not exchange units returned by customers; we will not accept faulty unit returns.

(b) For Products with a motor with an electrical power of 5.5 kW or greater Saniflo UK inspects and repairs or replaces the defective Product at the site of installation, subject to clause 10.9.

(c) For Services, Saniflo UK inspects and repairs or replaces the defective Services at the site of installation of the end-user.

10.7 Saniflo UK shall cover its costs for repair or replacement of the defective Product and Services during a valid warranty period, except:

(a) For a defective (part of a) Product installed incorrectly against our manufacturing specifications

(b) For a defective (part of a) Product with a motor with an electrical power of 5.5 kW or greater, which is installed on a location that – at Saniflo UK’s sole discretion – is difficult to reach or at a remote site, all expenses related to transport, travelling and travelling time of Saniflo UK’ personnel and the (parts of the) Product shall be covered by Customer.

(c) Customer covers all costs to uninstall and reinstall the (defective) Product.

(d) Customer covers Saniflo’ expenses related to waiting time caused by Customer.

(e) If it shows that a Product subject to repair or replacement did not suffer from a defect, Customer shall cover all expenses related hereto, including transportation costs. Saniflo UK may charge an amount calculated based on Saniflo UK’ pricelist to cover any expenses related to such service. If Saniflo UK sends Customer an offer for repair and Customer does not react to Saniflo UK’ offer within 14 days, Saniflo UK may i) at Customer’s expense return the Product to Customer dismantled, freight forward and uninsured or ii) dispose or sell the Product, provided that Saniflo UK prior hereto has sent no less than 2 notices with an individual deadline of minimum 30 days for the Customer to respond and with information on Saniflo UK’ intentions to dispose or sell the Product. Saniflo UK may charge storage costs. Subject to applicable law, Saniflo UK reserves all rights to and in the Product until the Customer has settled all claims.

10.8 Unless requested by Saniflo UK, the Product may not be disassembled prior to remedy. Any failure to comply herewith will render the warranty void.

10.9 Saniflo UK may refuse – and will not be liable, in contract, tort (including negligence), breach of statutory duty or otherwise – to remedy defects if Saniflo UK considers that such remedy may cause harm to the environment or injury to people.

10.10 The remedy of repair or replacement is the only remedy available to the Customer for defective Products or Services. Subject to Saniflo UK's obligations as regards product liability, cf. clause 11, Saniflo UK has no other or further liability to Customer whether for breach of agreement, negligence or otherwise in respect of any defect in a Product or Service.

11. PRODUCT LIABILITY

11.1 Saniflo UK assumes liability for personal injury (including death or injury) and damage to real and personal property, caused by defective Products to the extent set out in applicable law on product liability. Saniflo UK's liability for damage to real and personal property (not being Consumer's property) caused by a defective Product is subject to the limitations in Clause 12; however, so that Saniflo UK's total liability as described Clause 12.2 for damage to real and personal property is limited to a maximum amount of the higher of SGD 4 million (per claim and in the annual aggregate) and the amount set out in Clause 12.2. The customer assumes all product liability, which is not allocated to Saniflo UK in Clause 11.1.

11.2 If a party is held liable for damages allocated to the other party in Clause 11.1, then the other party shall indemnify the first party for any amount paid inconsistently with Clause 11.1.

12. LIMITATION OF LIABILITY

12.1 To the extent permitted by applicable law, neither party is liable (in contract, tort (including negligence), breach of statutory duty or otherwise) for loss of production, loss of turnover, loss of profit, loss of business opportunity, loss of data, loss of savings, loss of goodwill, loss relating to unauthorised access to data or systems, loss as a result of business interruption, or any other indirect or consequential losses of any kind whatsoever arising under, relating to or in connection with the Agreement or a breach hereof. Saniflo UK is not liable for any liquidated damages, penalties, or similar contractual liabilities levied against the customer by a third party.

12.2 To the extent permitted by applicable law, Saniflo UK's total liability (including payment of liquidated damages (if any) and third-party claims towards Customer in respect of all losses arising under or in connection with the Agreement and the cooperation, whether in contract, tort (including negligence), breach of statutory duty or otherwise, will not exceed an amount equal to the total amount paid or payable by Customer under the Agreement (excl. any applicable taxes) on which the claim is based.

12.3 The limitations set out in Clause 12.1 and 12.2 do not apply if an act or failure to act of a party causes personal injury; or if a party intentionally or in gross negligence causes the other party to suffer losses.

12.4 The parties agree that the price for the Products and Services reflects the balance of the parties' rights and obligations under the Agreement, including the limitations in Clause 12.

12.5 If Customer's claim for losses is based on more than one agreement or one or more agreements in combination with a Saniflo UK company's delivery of Products or other

Services, then Saniflo UK's total liability (if any) will not exceed the total liability allocated by each such supplies' contribution to the total claimed losses, which is determined in accordance with the legal basis applicable between the parties for the said part of the total losses, including any agreed limitation of liability.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Customer shall use the Products in a manner that does not infringe third-party rights.

13.2 Nothing in the Agreement or otherwise transfers or assigns any intellectual property rights owned by Saniflo UK, in or arising out of or in connection with the Products or Services and in any manuals or documentation given by Saniflo UK to Customer. Any intellectual property rights owned or licenced by Saniflo UK may not be copied, reproduced, modified, or passed on to or in any other way communicated to a third party without permission from Saniflo UK.

14. INDEMNIFICATION

14.1 With respect to any Proceeding brought by someone other than Customer against Saniflo UK and that arises out of or in connection with the Agreement, the cooperation or Customer's purchase or use of the Products and/or purchase of Services, Customer shall indemnify Saniflo UK against all Losses arising out of that Proceeding, except to the extent that Saniflo UK had negligently or intentionally caused those Losses. "Proceeding" in this clause means any judicial, administrative, or arbitration action, suit, claim, investigation, or another proceeding. "Losses" in this clause mean any litigation expenses (including any reasonable out-of-pocket expense incurred in defending a

proceeding or in any related investigation or negotiation) and any loss (including any amount awarded in, or paid in settlement of, any Proceeding).

15. DRAWINGS AND DESCRIPTIONS

15.1 Any information of weight, dimensions, capacity, price, technical and other data given in catalogues, leaflets, circular letters, advertisements, pictures and prices are approximate only.

15.2 All drawings and descriptions supplied by Saniflo UK remain the property of Saniflo UK and may not be copied, reproduced, modified, or passed on to or in any other way communicated to a third party without permission from Saniflo UK. The customer receives the ownership of drawings and descriptions necessary for the proper installation, starting, operation and maintenance of the Products. Upon Saniflo UK's demand, the Customer shall treat these data confidentially.

16. CHANGES

16.1 Saniflo UK shall have the right to make any changes to the Products and Services that are necessary to comply with applicable law or safety requirements or which do not significantly affect the nature or quality of the Products and Services negatively. If Saniflo UK requests other changes, the Customer shall not unreasonably withhold or delay consent to such requests.

17. CONFIDENTIALITY

17.1 A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, prices, inventions, processes, initiatives and any other information concerning the disclosing party's business,

its products and services, which are of a confidential nature (confidential information) and have been disclosed to the receiving party by the other party (the disclosing party), its employees, agents or subcontractors (representatives). The receiving party shall not use confidential information of the disclosing party for purposes other than the performance of its obligations under the Agreement, including (except as permitted by applicable law) not to reverse engineer the Products and any software in the Products. The receiving party may only disclose confidential information to those of its representatives who need to know to discharge the receiving party's obligations and rights under the Agreement and shall ensure that such representatives comply with the obligations set out in Clause 17 as though they were a party to these terms.

17.2 The obligations under Clause 17 apply from the execution of the Agreement and survive termination of the Agreement.

18. FORCE MAJEURE

18.1 Neither party will be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from a hindrance beyond its reasonable control ("Force Majeure"). In the event of a Force Majeure, the parties agree to suspend the affected party's obligations until the Force Majeure situation ceases to exist.

18.2 Either party may terminate the Agreement with immediate effect upon notice to the other party if the period of Force Majeure continues for a period of 3 consecutive months. In case of termination due to such circumstances, neither party shall be liable to the other for such termination. However, such termination will not affect any

pre-existing liabilities or claims or any other provisions of the Agreement.

19. TERMINATION

19.1 If a party materially breaches its obligations under the Agreement, the other party may, with no effect on its other rights and remedies, terminate the Agreement in writing for cause with immediate effect, (i) if either such material breach is incapable of remedy; (ii) if the defaulting party to the Agreement has failed to remedy within 30 days after receiving notice requiring it to do so; or (iii) if – for material breaches that due to their nature are incapable of remedying within the 30-day period – such remedy has not been initiated within 30 days after receiving notice requiring it to do so. The above-mentioned does not affect any other termination rights given under the Agreement.

19.2 Termination of the Agreement (regardless of the cause) will not affect those provisions of the Agreement which, by nature or necessity, provide that they operate after any expiration.

20. PERSONAL DATA

20.1 Saniflo UK processes personal data following applicable data protection laws. To learn more visit Saniflo UK' website where the Saniflo UK privacy notice is available.

21. MISCELLANEOUS

21.1 The Agreement may not be transferred or assigned in whole or in part by operation of law or otherwise by Customer, without the prior written consent from Saniflo UK. Without prior notice, Saniflo UK may assign rights and obligations under the Agreement, including the General Terms and Conditions, to any company within the Saniflo UK group.

21.2 The Products must bear a Saniflo UK nameplate, including Saniflo UK's trademarks. A party does not have the right to use the other party's trade names, trademarks, logos or other signs or identification symbols unless the prior written consent of the other party.

21.3 Capitalised words and phrases not otherwise defined in these General Terms and Conditions have the same meaning in all parts of this Agreement unless the context dictates otherwise.

21.4 A quotation by Saniflo UK is valid for a period of 30 days from the date of issuance unless Saniflo UK has specified otherwise in the quotation. Saniflo UK reserves the right to alter quotations before the expiry of the validity period if the Customer has not placed a purchase order.

21.5 Saniflo UK may at any time, without being liable, correct typographical, clerical or other errors or omissions in sales material, quotations, price lists, order confirmations, invoices, or other documents or information issued by Saniflo UK.

22. EXPORT CONTROL AND SANCTIONED PARTIES

22.1 Any delivery covered by the Agreement may be subject to export control and trade sanction rules, including such rules of, among others, the European Union, United Nations and the United States of America.

22.2 It is a condition for Saniflo UK' delivery of Products and Services to Customer that Customer complies with all applicable export control and trade sanction rules, including having relevant compliance procedures and controls.

22.3 If due to export control and trade

sanction rules, Saniflo UK considers that it is or will be prohibited, hindered, restricted or significantly adversely affected in complying with its obligations under the Agreement, Saniflo UK may cancel or postpone the delivery of the Products or Services. In such cases, Saniflo UK will not be liable for any direct or indirect claim or loss.

22.4 To enable authorities or Saniflo UK to conduct checks on Customer's compliance with the export control and trade sanction rules, or in support of Saniflo UK' applications to the appropriate authorities in connection with the export and/or sale of the Products and/or Services under the Agreement, Customer shall - upon reasonable request from Saniflo UK - promptly provide to Saniflo UK all information on the particular end-user, the parties involved in the delivery, the particular destination(-s) and the particular intended use of the Products and/or Services.

GOVERNING RULE

23.1 These terms and all other express terms of the contracts for Saniflo shall be governed by the laws of England and in the event of dispute concerning any contract or the construction of these terms, such a dispute shall be determined by the English courts and the intending purchaser shall submit to the jurisdiction thereof.