

# Endress + Hauser (Ireland) Limited

## General Terms & Conditions of Sale

The Customer's attention is particularly drawn to the provisions of clause 10.

Clause 15 deals with Definitions and Interpretation.

### 1. Basis of contract

- 1.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 1.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (Commencement Date).
- 1.3 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier that is not set out in the Contract.
- 1.4 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 1.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Supplier may amend these Conditions at any time at its discretion.
- 1.6 Any quotation given by the Supplier shall not constitute an offer. It is only valid for a period of 30 days from the date of issue unless the Supplier agrees in writing to extend that period.
- 1.7 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified. Special terms may apply in respect of software support services and/or other specific services as may be determined by the Supplier at its discretion.

## **2. Goods**

- 2.1 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Customer, the Customer shall indemnify the Supplier against all claims, liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 2.1 shall survive termination of the Contract. The customer shall remain responsible for any specifications, information or designs it supplies and hereby indemnifies and keeps indemnified the Supplier in respect of same. It shall be the responsibility of the customer to ensure compliance with all statutory, safety, legal and regulatory requirements. The acceptance of any order by the Supplier does not constitute an endorsement or approval of any specifications, information or designs supplied.
- 2.2 Without prejudice to clause 2.1, the Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

## **3. Delivery of Goods**

- 3.1 Without prejudice to clause 5.1, the Supplier shall deliver the Goods to the location as set out in the Order Confirmation (Delivery Location) and in accordance with the INCOTERM referred to in the Order Confirmation (in the absence of written agreement to the contrary) at any time after the Supplier notifies the Customer that the Goods are ready.
- 3.2 Without prejudice to clause 5.1, delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location. If the goods are damaged during transit, the Supplier shall not be liable for any resulting loss, damage, inconvenience or expense to the customer.
- 3.3 Any dates quoted for delivery of the Goods are approximate only and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.4 If the Customer fails to accept or take delivery of the Goods within 7 Business Days of the Supplier notifying the Customer that the Goods are ready, then except

where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

- (a) delivery of the Goods shall be deemed to have been completed at 9:00am on the 10th Business Day following the day on which the Supplier notified the Customer that the Goods were ready and the Supplier shall be entitled to raise an invoice in respect of the Goods deemed delivered; and/or
  - (b) the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance). The Supplier shall have the right to charge at least 0.5% of the invoiced value of the stored Goods monthly for storage at the Supplier's premises. If storage at third party's premises is required, the costs incurred shall be borne by the Customer.
- 3.5 If 28 Business Days after the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, shall not be liable to account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 3.6 The Supplier may deliver the Goods by installments, which shall be invoiced and paid for separately. Each installment shall constitute a separate contract. Any delay in delivery or defect in an installment shall not entitle the Customer to cancel the Order or any other installment.
- 3.7** The Customer shall remain responsible for obtaining any necessary licences, particularly but not limited to the export/shipment/import of goods. The Supplier's deliveries (performance of contract) are subject to the reservation that there are no impediments opposing to such licence due to national or international regulations, particularly export control regulations, embargo or other sanctions. In the event that Supplier agrees to assist the Customer apply for any necessary licences, or should it be necessary for any such licenses to be in the name of the Supplier, the customer shall provide the Supplier with all information and documents required for the export/shipment/import of goods. The Customer shall be responsible for all costs, charges, duties and taxes applicable to such licenses.

#### **4. Quality of Goods**

- 4.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery (Warranty Period), the Goods shall:

- (a) conform in all material respects with their description;
- (b) be free from material defects in design, material and workmanship (the Warranty);
- (c) Shall correspond with the specifications and designs supplied by the customer.

4.2 Any warranties given by the Supplier are subject to and conditional upon the following matters in particular : -

- (a) the Customer gives immediate notice in writing during the Warranty Period of discovery that some or all of the Goods do not comply with the Warranty; and
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost for testing and in the reasonable opinion of the Seller the Goods do not comply with the Warranty, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full and refund the costs of returning the Goods to the Supplier.

4.3 The Supplier shall not be liable for the Goods' failure to comply with the Warranty if:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 4.2 (a);
- (b) the defect arises because the Customer failed to follow the Supplier's instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c) the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- (f) the Customer has failed to make payment in full for the Goods.

- 4.4 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the Warranty.
- 4.5 The Supplier is not obligated to accept delivery of or work on returned Goods if the decontamination instructions have not been adhered to. Instructions can be found at the Supplier's website or such other location as may be nominated by the Supplier.
- 4.6 The terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 4.2.

## **5. Title and risk**

- 5.1 Unless otherwise agreed in writing, risk in the Goods shall pass to the Customer when the Goods are passed to a carrier for delivery irrespective of any duties which the Supplier may have undertaken with regard to packing, delivery, erection, installation or assembly.
- 5.2 Title to the Goods shall not pass to the Customer until the earlier of:
- (a) the Supplier receives payment in full (in cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums; or
  - (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 5.4.
  - (c) pending payment in full by the Customer, the Customer shall hold the goods as fiduciary agent and bailee of the Supplier
- 5.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
  - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
  - (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 11.4(b) to clause 11.4(d).

- 5.4 Subject to clause 5.5, and other terms and conditions the Supplier may at its discretion impose, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
- (a) it does so as principal and not as the Supplier's agent; and
  - (b) provides full particulars as may be requested by the Supplier;
  - (c) complies with any terms and conditions that may be imposed by the Supplier;
  - (d) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 5.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11.4(b) to clause 11.4(d), then, without limiting any other right or remedy the Supplier may have:
- (a) the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
  - (b) the Supplier may at any time:
    - (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
    - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## **6. Supply of Services**

- 6.1 The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 6.2 The Supplier shall use reasonable endeavors to meet any performance dates for the Services but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 6.3 Without prejudice to clause 2.1, the Supplier shall have the right to make any changes to the Services which in the opinion of the Supplier are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 6.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

## 7. Customer's obligations

### 7.1 The Customer shall:

- (a) ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
- (g) keep and maintain all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

### 7.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer Default; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

## 8. Charges and payment

- 8.1 The price for Goods shall be the price set out in the Order Confirmation. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods.
- 8.2 The charges for Services shall be on a time and materials basis as agreed between the Customer and Supplier prior to any Services being provided:
- (a) the charges shall be calculated in accordance with the Supplier's standard daily fee rates, as set out in the Order Confirmation;
  - (b) the number of hours in one working day shall be agreed between the Customer and Supplier;
  - (c) if the number of agreed hours is exceeded, the Supplier shall be entitled to charge overtime rates on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 8.2(b) as follows:
    - (i) an additional 33% on the standard daily fee rate for work carried out on week days;
    - (ii) an additional 50% on the standard daily fee rate for work carried out on a Saturday;
    - (iii) an additional 100% on the standard daily fee rate for work carried out on a Sunday.
  - (d) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 8.3 The Supplier reserves the right to:
- (a) increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Customer written notice of any such increase 2 months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify the Supplier in writing within 2 weeks of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving 8 weeks written notice to the Customer; and

- (b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
  - (i) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
  - (iii) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
  
- 8.4 In respect of Goods and/or Services, the Supplier shall invoice the Customer on or at any time after completion of delivery or the Services.
  
- 8.5 The Customer shall pay each invoice submitted by the Supplier:
  - (a) within 30 days of the date of the invoice; and
  - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and
  - (c) time for payment shall be of the essence of the Contract.
  - (d) The Supplier reserves the right to seek payment in advance from a new customer or in such other circumstances as to the Supplier may seem appropriate.
  
- 8.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
  
- 8.7** Interest on the overdue amounts will be charged at the rate of 4% per annum above the Bank of Ireland's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount with interest.

The Supplier may also charge additional interest on late payments in accordance with the provisions of the European Communities (Late Payment in Commercial Transactions) Regulations 2002 at such rates and for such times as may be permitted under said Regulations.
  
- 8.8 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The

Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

## **9. Intellectual Property Rights**

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Contract and/or the Services shall be owned by the Supplier.
- 9.2 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 the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.

## **10. Limitation of liability**

10.1 The Supplier shall not be liable for any defect arising from the design and specifications presented by the customer, wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Supplier's instructions (whether oral or in writing), misuse or alteration or repair of the goods by any person other than the Supplier. This, however shall not exclude the Supplier's liability for :-

- (a) death or personal injury caused by the Supplier's negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation.
- (c) Any liability that may be attributed by a Court of competent jurisdiction to the Supplier under the Liability for Defective Products Act 1991 (as amended).

10.2 Subject to clause 10.1:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of duty, breach of statutory duty, or otherwise, for any loss of profit, loss of business, loss of goodwill, loss of opportunity or any indirect or consequential loss arising under or in connection with the Contract ; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid by the Customer for the Goods and/or Services from which the claim arises.

10.3 This clause 10 shall survive termination of the Contract

## **11. Termination**

- 11.1 Without limiting its other rights or remedies either party may terminate the Contract by giving the other party not less than 3 months' written notice.
- 11.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 7 days after receipt of notice in writing to do so.
- 11.3 Without limiting its other rights or remedies, the Customer may terminate the Contract on 30 days' notice by giving such notice in writing to the Supplier, if the Supplier commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 21 days after receipt of notice in writing to do so.
- 11.4 Without limiting its other rights or remedies, the Supplier may, at its discretion; terminate the Contract; suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier with immediate effect by giving written notice to the Customer if:
- (a) the Customer fails to pay any amount due under this Contract on the due date for payment.
  - (b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - (c) the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (d) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 11.5 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

## **12. Force Majeure Event**

- 12.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 12.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 12.3 If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 12 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

## **13. Anti-bribery laws**

The customer shall comply with all applicable laws, bye-laws, orders, statutes, regulations, directives and codes including, but not limited to, anti money laundering legislation, data protection legislation, anti corruption legislation and prevention of corruption legislation, anti bribery legislation or business ethics legislation and shall provide such information as may be requested by the Supplier to ensure compliance with same.

The Customer shall, in addition,

- (a) not engage in any activity, practice or conduct which would constitute a criminal offence or constitute a breach of law;

- (b) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the any legislation encompassed by this clause to ensure compliance with all Relevant Legislative Requirements and will enforce them where appropriate;
- (c) promptly report to the Supplier any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of this agreement.

## **14. General**

### 14.1 Assignment and other dealings

- (a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

### 14.2 Notices

- (a) Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case).
- (b) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

### 14.3 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.

### 14.4 Waiver

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

### 14.5 No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

#### 14.6 Third parties

A person who is not a party to the Contract shall not have any rights to enforce its terms.

#### 14.7 Protection of Personal Data

In the performance of the Contract, both Parties shall comply with their obligations as a data controller, as defined in any relevant Data Protection legislation.

#### 14.8 Variation

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.

#### 14.9 Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Republic of Ireland.

#### 14.10 Jurisdiction

Each party irrevocably agrees that the Courts in the Republic of Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

### **15. Interpretation**

In these Conditions, the following definitions apply:

15.1 Business Day: a day other than a Saturday, Sunday or public holiday in Ireland

15.2 Commencement Date: has the meaning set out in clause 1.2.

15.3 Conditions: these terms and conditions as amended from time to time in accordance with clause 1.5.

15.4 Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

- 15.5 Customer: the person or firm who purchases the Goods and/or Services from the Supplier.
- 15.6 Deliverables: the deliverables set out in the Order.
- 15.7 Delivery Location: has the meaning set out in clause 3.1.
- 15.8 Force Majeure Event: has the meaning given to it in clause 12.
- 15.9 Goods: the goods (or any part of them) set out in the Order.
- 15.10 Goods Specification: any specification for the Goods, including any relevant plans or drawings that are agreed in writing by the Customer and the Supplier.
- 15.11 Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 15.12 Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form or the Customer's written acceptance of the Supplier's quotation, as the case may be.
- 15.13 Order Confirmation: the Supplier's order confirmation issued to the Customer.
- 15.14 Pre-existing Materials: all Intellectual Property Rights, Documents, information and materials owned or provided by the Supplier relating to the Goods and/or Services which existed prior to the commencement of this agreement, including computer programs, data, reports and specifications.
- 15.15 Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification below.
- 15.16 Service Specification: the description or specification for the Services provided by the Supplier to the Customer.
- 15.17 Supplier: Endress and Hauser
- 15.18 Supplier Materials: has the meaning set out in clause 7.1(g).

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