

DEFINITIONS FOR THE STANDARD TERMS AND CONDITIONS

The following words and expressions have the following meanings in our terms and conditions unless the context requires otherwise:

“Anti-Slavery Laws”	any and all laws including statutes, statutory instruments, bye-laws, orders, regulations, directives, treaties, decrees, decisions (as referred to in Article 288 of the Treaty on the Functioning of the European Union) (including any judgment, order or decision of any court, regulator or tribunal) anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking, including the Modern Slavery Act 2015
“Applicable Law”	any: (a) law including any statute, statutory instrument, bye-law, order, regulation, directive, treaty, decree, decision (as referred to in Article 288 of the Treaty on the Functioning of the European Union); (b) legally binding rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body; and/or (c) legally binding industry code of conduct or guideline, in each case in force from time to time which relates to the Contract and/or the Goods and/or the Services
“Business Day”	a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales
“Charges”	the charges for the Services set out in the Supplier’s quotation as those charges may be varied from time to time in accordance with Condition 7.4
“Conditions”	our standard terms and conditions of supply, as varied from time to time in accordance with Condition 21.4
“Confidential Information”	the meaning given to it in Condition 15.1
“Contract”	the contract between the Supplier and the Customer for the supply of the Goods and Services formed in accordance with Condition 2
“Customer”	the person named as the customer in the Order
“Data Processing Agreement”	the Supplier’s data processing agreement which can be found at www.avire-global.com
“Delivery”	the time at which delivery or making available (if that is the case depending of the method of delivery/Incoterm used) of the Goods is deemed to occur in accordance with Condition 4.1
“Expenses”	those travel, accommodation and subsistence expenses incurred by the Supplier from time to time in performing the Services
“Force Majeure Event”	(a) act of God; (b) war, insurrection, riot, civil commotion, act or threat of terrorism; (c) lightning, earthquake, fire, flood, storm, or extreme weather condition; (d) theft, malicious damage; (e) strike, lockout, industrial dispute (whether affecting the workforce of a party and/or any other person); (f)

breakdown or failure of plant or machinery; (g) inability to obtain essential supplies or materials; (h) change in Applicable Law; (i) any failure or default of a supplier or sub-contractor of the Supplier; or (j) any event or circumstance to the extent it is beyond the reasonable control of the Supplier

“Goods”	the goods set out in the Order
“Group”	in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a “Group” is a “member of the Group”
“Insolvent”	a party is insolvent where it: (a) has a receiver, administrator or provisional liquidator appointed; (b) is subject to a notice of intention to appoint an administrator; (c) passes a resolution for its winding-up (save for the purpose of a solvent restructuring); (d) has a winding up order made by a court in respect of it; (e) enters into any composition or arrangement with creditors (other than relating to a solvent restructuring); (f) ceases to carry on business; (g) has any steps or actions taken in connection with any of these procedures; (h) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction
“Intellectual Property Rights”	all intellectual and industrial property rights of any kind whatsoever including patents, supplementary protection certificates, rights in know-how, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing, in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions
“Liability”	liability arising out of or in connection with the Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability under an indemnity contained in the Contract and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party’s obligations under the Contract and/or any defect in any of the Goods, in each case howsoever caused including if caused by negligence or if caused by a deliberate and/or repudiatory breach by that party
“Order”	the Customer’s order for the supply of goods and services by the Supplier
“Order Acknowledgement”	the Supplier’s written acceptance of the Order

"Prices"	the prices for the Goods set out in the Supplier's quotation as those prices may be varied from time to time in accordance with Condition 7.4
"Services"	the services set out in the Order
"Specification"	the written technical specification for the Goods
"Supplier"	the member of the Halma plc (registered number 00040932) Group that is named in the Order
"VAT"	value added tax