

Eurotek UK Conditions of Sale

These Conditions apply to any Customer that places an order with Eurotek UK Limited. By placing an order with Eurotek UK Limited the Customer agrees to be bound by these Conditions of Sale.

EUROTEK UK CONDITIONS OF SALE

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CONDITIONS

1. DEFINITIONS

1.1 In the Contract the following terms have the meanings shown next to them:

Bankruptcy	means an event where bankruptcy or insolvency proceedings are brought against the Customer or the Customer does not make any payment under a judgement of a Court on time or the Customer makes an arrangement with its creditors or a receiver, an administrative receiver or an administrator is appointed over any of the Customer's assets or the Customer goes into liquidation or a corresponding event under Scottish Law.
Eurotek UK	means Eurotek UK Limited whose registered office is at St John's Terrace, 11-15 New Road, Manchester M26 1LS
Conditions	Means these Conditions of Sale.
Contract	means this agreement for the provision of any Equipment and/or Installation services between Eurotek UK and the Customer comprising in order of precedence: the Order Form; the Conditions; and any other documents and terms expressly incorporated into the Contract
Customer	Means the person with whom Eurotek UK contracts to supply the Equipment and/or Installation services.
Equipment	Means each item of equipment, including any Software, as specified on the Order Form.
Group Company	Means a subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Section 1 of the Companies Act 2006 and as subsequently re-enacted.
Installation	Means the installation of Equipment, as specified on the Order Form.
Intellectual Property Rights	means any patent, petty patent, registered design, copyright, design right, database right, rights in designs, invention, semiconductor topography right, know-how, or any similar right

exercisable in any part of the world and including any applications for the registration of any patents or designs.

Order Form	Means the document that sets out the provision of Equipment and/or the Installation of the Equipment to be supplied under the Contract.
Site	Means the place at which the Equipment is delivered, kept or installed and/or where Installation is to be undertaken.
Software	Means any software and associated written and electronic documentation and data provided by Eurotek UK under the Contract.
Website	means www.eurotekuk.co.uk

2. PROVISION OF EQUIPMENT AND INSTALLATION

2.1 Site Preparation and Access

2.1.1 The Customer agrees to prepare the Site according to any instructions Eurotek UK may give. The Customer agrees to provide Eurotek UK with reasonable access to the Site for the purposes of the Contract.

2.1.2 The Customer will obtain any permissions needed, including permission for any changes to the Site.

2.1.3 The Customer and Eurotek UK will meet each other's reasonable safety and security requirements when on the Site. If the Customer or Eurotek UK damages the other's equipment it must pay for any repair or replacement needed. This does not apply where the damage results from normal use.

2.1.4 The Customer is responsible for making the Site good, after any work undertaken by Eurotek UK at the Site, including putting items back and for re-decorating.

2.2 Delivery and Installation

2.2.1 Eurotek UK will use its reasonable endeavours to supply and, when ordered, complete the Installation and/or configuration of the Equipment by any date agreed with the Customer, but all dates are estimates.

2.2.2 If the Customer delays or prevents the delivery of the Equipment or the Installation, then Eurotek UK may apply reasonable additional charges and/or claim a reasonable extension to any date agreed under clause 2.2.1. Eurotek UK will notify the Customer in writing of any additional charges, which the Customer will pay directly to Eurotek UK.

2.2.3 The Customer will take delivery of and sign for the Equipment on the date of delivery as notified by Eurotek UK. On the day of delivery the Customer will notify Eurotek UK if:

- (a) the quantity of packages delivered is different to the quantity shown on the delivery note; and
- (b) there is any damage to the packages or boxes.

Upon delivery the Customer will be asked to sign a delivery note by our appointed courier confirming the delivery of the Equipment. If the quantity of packages delivered is different to the quantity shown on the delivery note or there is any damage to the packages or boxes, then the Customer should write the word "unchecked" on the delivery note.

2.2.4 The Customer must notify Eurotek UK in writing of any damage to any of the Equipment (other than damage caused by any act or omission by the Customer) or any other discrepancy in the Equipment (including any faults in the Equipment and/or quantity of the Equipment) delivered within 5 working days from the date of delivery. Such notification should include model and part numbers of affected Equipment and identity of any software application.

2.2.5 Subject to clause 7, Eurotek UK shall have no further liability to the Customer where the Customer has not notified Eurotek UK as set out in clause 2.2.4.

2.2.6 Where there is a delay in the delivery of the Equipment or part of the Equipment, Eurotek UK may propose to the Customer a substitution of another product of a similar specification to the Equipment or part of the Equipment.

2.2.7 Whilst Eurotek UK will endeavour to ensure that the Equipment corresponds in every respect to any description, sample, specification, design features, or colour given, Eurotek UK will not be liable for any minor variations in the Equipment.

2.2.8 Eurotek UK may (at its option) make part shipments for the delivery of the Equipment.

2.3 Returns

2.3.1 The Customer shall follow Eurotek UK's instructions when returning Equipment to Eurotek UK. The Customer will ensure that Equipment is returned in "as new condition", in its original packaging and that the seal is not broken for any software, unless otherwise agreed by Eurotek UK in writing or if the software is faulty. Eurotek UK may at its option either reject any returns that are not in accordance with its instructions or that are incomplete, or charge a restocking fee.

2.3.2 Unless otherwise stated, the Customer will be responsible for the risk and cost of all outward and return carriage and insurance of all Equipment returned by the Customer. The onus of proof of safe delivery to Eurotek UK will rest with the Customer. In the event that no fault is found in the returned Equipment, Eurotek UK may charge the Customer a twenty five per cent restocking charge, provided that the Equipment is in original "as new condition".

2.3.3 Eurotek UK will raise a credit note for all returns that are not rejected in accordance with clause 2.3.1.

2.3.4 Eurotek UK's sole liability for incomplete or damaged Equipment on arrival will be to replace the Equipment at its own expense.

3. ACCEPTANCE

3.1 If Eurotek UK provides Installation services, Eurotek UK may test the Equipment to ensure that it is ready for use in accordance with its established test procedures or programmes. Acceptance of the Equipment by the Customer will take place on the earlier of:

- (a) the date when Eurotek UK notifies the Customer that the Equipment has passed Eurotek UK's tests and is ready for use; or
- (b) the date when the Customer begins to use the Equipment; or
- (c) 5 days from the initial agreed date of delivery (where the Customer delays installation or re-schedules delivery) or 5 days after the date of delivery.

3.2 Subject to clause 2.2.4, if Eurotek UK does not install the Equipment, acceptance of the Equipment by the Customer will take place when the Customer takes delivery or possession of the Equipment.

4. CUSTOMER'S OBLIGATIONS

4.1 Until it has paid for the Equipment, the Customer will:

- (a) keep the Equipment safe and only use it in accordance with any instructions Eurotek UK may give;
- (b) only use or allow the Equipment to be used for any purpose for which it is designed;
- (c) not claim to be owner of the Equipment and use its reasonable endeavours to ensure that the owner of the Site will not claim ownership of the Equipment, even if the Equipment is fixed to the Site;
- (d) indemnify Eurotek UK against all claims and proceedings arising from the Customer's use of the Equipment or if the Equipment is stolen or damaged as a result of the Customer's negligence or gross misconduct. The Customer will keep Eurotek UK informed of anything which may affect the rights of Eurotek UK, or involve Eurotek UK in any proceedings, loss or liability.

4.2 Where requested by Eurotek UK, Customer will promptly:

- (a) supply Eurotek UK with configuration details in written format confirming the Customer's exact requirements; and
- (b) provide Eurotek UK with all necessary information and assistance with regard to any aspect of the Equipment;

Eurotek UK may apply reasonable additional charges and/or claim a reasonable extension to any date agreed under clause 2.2.1 if the Customer does not respond promptly to Eurotek UK's request. Eurotek UK will notify the Customer in writing of any additional charges, which the Customer will pay directly to Eurotek UK.

4.3 The Customer may not resell, rent, lease or otherwise distribute Equipment outside the EU or European Free Trade Area (EFTA) without the written consent of Eurotek UK.

4.4 The Customer shall notify Eurotek UK of any claimed or suspected defects in the Equipment, any violations of the manufacturer's or Eurotek UK's rights, including under end user licence agreements for the Equipment, or any claims or proceedings concerning the Equipment.

4.5 The Customer must leave all notices, labels, packaging, warranties, disclaimers and licence agreements intact as shipped to them.

4.6 Except as may be agreed in writing by Eurotek UK, nothing in this Contract confers any rights on the Customer, its agents, employees or contractors to use either the manufacturer's or Eurotek UK's IT's logos, trade marks or other intellectual property associated with such parties.

5. RISK AND OWNERSHIP

5.1 Where the Contract includes delivery or Installation, risk passes to the Customer on delivery of the Equipment, but the Customer will not be liable for any loss or damage that is caused by Eurotek UK's negligence.

5.2 Where the Contract does not include delivery or installation risk passes to the Customer when the Customer takes possession of the Equipment.

5.3 Ownership of the Equipment, (except for the Intellectual Property Rights) will pass to the Customer on payment in full of the charges as detailed on the Order Form.

5.4 Until payment in full:

- (a) the Equipment will appear in the Customer's books in the name of Eurotek UK; and
- (b) in the event of Bankruptcy or threatened seizure of the Equipment, the Customer will immediately notify Eurotek UK and Eurotek UK may take action to repossess the Equipment. The Customer will also notify interested third parties of Eurotek UK's ownership of the Equipment.

6. CONDITIONS

6.1 The parties acknowledge that these Conditions prevail over any terms and conditions where the Customer's purchase order constitutes the Order Form.

7. GUARANTEE

7.1 Eurotek UK shall pass on to the Customer the benefits of any warranty or guarantee that it has obtained from its supplier on the same terms, provided that:

- (a) the Customer has accepted and paid in full for the Equipment;
- (b) the Equipment has been properly kept, used and maintained in accordance with the manufacturer's or Eurotek UK's instructions, if any, and has not been modified except with Eurotek UK's or manufacturer's

written consent; or

(c) the fault is not due to accidental or wilful damage; interference with or maintenance of Equipment by persons other than Eurotek UK.

7.2 This guarantee does not cover fair wear and tear.

7.3 If the Customer reports a fault and Eurotek UK finds there is none or that the Customer has caused the fault, then Eurotek UK may apply a charge.

7.4 Except where the Customer relies on Eurotek UK's written advice, it is the Customer's responsibility to satisfy itself as to the suitability of Equipment for its needs.

7.5 Eurotek UK does not warrant that the Software supplied under the Contract will be free of all faults or that its use will be uninterrupted. Eurotek UK will pass on to the Customer the benefits of any warranty or guarantee that it has obtained from the Software supplier on the same terms.

7.6 Eurotek UK will use its reasonable endeavours to remedy any faulty work that it has done provided that the Customer notifies Eurotek UK in writing of the fault within seven days after the work has been completed.

8. CHARGES AND PAYMENT

8.1 The charges are as detailed on Eurotek UK's invoice or as stated on its Website. Eurotek UK reserves the right to vary its charges upwards in accordance with market conditions prior to delivery of the Equipment being made. The Customer agrees to pay the charges using any of the payment methods specified by Eurotek UK.

8.2 Unless the Customer has purchased Equipment through the Website, then Eurotek UK will send invoices for any charges to the address as set out in the Order Form unless otherwise notified by the Customer to Eurotek UK.

8.3 Unless otherwise stated, charges:

- (a) do not include delivery or installation or configuration.
- (b) are exclusive of VAT which is chargeable at the applicable rate.

8.4 As part of its credit management procedures Eurotek UK may require the Customer to pay a deposit and/or may check the Customer's details with a fraud prevention/credit vetting agency. If the Customer provides information that Eurotek UK reasonably believes to be false or incorrect and Eurotek UK suspects fraud, then Eurotek UK may record this information with a fraud prevention agency. Eurotek UK and other organisations may use and search this information.

8.5 Unless, Equipment is purchased through the Website, then payment is due 30 days from the date of the invoice unless otherwise agreed in writing. If Equipment is purchased through the Website, then

payment is due when the order is placed, unless otherwise stated or agreed with Eurotek UK.

8.6 In the unlikely event that the charges for any Equipment displayed on the Website are incorrect, or have been increased by the manufacturer, then Eurotek UK will not be obliged to sell that Equipment at the original charges. In the event that the Customer has already placed an order then Eurotek UK will give the Customer the option of reconfirming their order at the revised charges or cancelling their order. If the Customer cancels its order and the Equipment has already been paid for, then Eurotek UK will refund the Customer.

8.7 Disputed Bills

8.7.1 If the Customer disputes any charge on an invoice the Customer will notify Eurotek UK in writing within 14 days of the date of the bill with all relevant information. Where the disputed amount is:

- (a) less than 5% of the total bill, the Customer will pay the full amount of the bill; or
- (b) more than 5% of the total bill, the Customer must pay the amount not in dispute.

Any disputes will be resolved promptly and the resolved amount if any is payable immediately. In the event that a dispute on an invoice is not raised within the aforementioned 14 day period, then the Customer is obliged to pay that invoice in full.

8.8 Late Payment

8.8.1 If the Customer does not pay any invoice, Eurotek UK may instruct a debt collection agency to collect payment (including any interest) on its behalf. If Eurotek UK instructs a debt collection agency, the Customer must pay Eurotek UK an additional sum to cover the reasonable costs incurred by Eurotek UK in instructing the debt collection agency.

8.8.2 If any sum owed by the Customer to Eurotek UK under the Contract or any other contract the Customer has with Eurotek UK is not paid by the due date, Eurotek UK may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with Eurotek UK.

9. CHANGING THE CONTRACT

9.1 The Contract cannot be varied without the written agreement of the parties.

10. ENDING THE CONTRACT

10.1 Eurotek UK may end the Contract with no liability to the Customer at any time by giving notice to the Customer:

- (a) before Eurotek UK delivers the Equipment or the Customer takes possession of the Equipment on 7 days written notice to the Customer;
- (b) if a manufacturer or distributor withdraws and/or declines to take an order for the Equipment from Eurotek UK;
- (c) with immediate effect if the Customer:
 - (i) breaches the Contract and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by Eurotek UK to do so; or
 - (ii) suffers Bankruptcy.

10.2 The Customer may:

- (a) cancel an order prior to delivery by giving notice to Eurotek UK in writing and if so agrees to pay Eurotek UK's compensatory cancellation charge which may include:
 - (i) Eurotek UK's charges for order processing and management; and/or,
 - (ii) Eurotek UK's charges for Equipment returns; and/or
 - (iii) The full charges for the Equipment and any Software; and/or

Eurotek UK will try to keep such charges to a minimum.

- (iv) Where the Customer orders Installation, then Eurotek UK will apply charges as follows:

Cancellation Charges

Notice period prior to installation	Cancellation charge
10 days or more	No charge
5 - 9 days	50% of the charges due
4 days or less	100% of the charges due

- (b) end the Contract if:

- (i) Eurotek UK materially breaches the Contract and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by the Customer to do so; or
- (ii) insolvency proceedings are brought against Eurotek UK or Eurotek UK makes an arrangement with its creditors or a receiver, an administrative receiver or an administrator is appointed over any of Eurotek UK's assets or Eurotek UK goes into liquidation or a corresponding event under Scottish Law.

11. LIMITATION OF LIABILITY

11.1 Neither the Customer nor Eurotek UK excludes or restricts its liability for death or personal injury caused by its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation or to any extent not permitted by law.

11.2 Subject to Clause 11.1, neither party shall be liable to the other or to any third party, whether in contract, tort, under statute or otherwise (including in each case negligence) for any of the following types of loss or damage arising under or in relation to the Contract or any part of it:

- (a) any loss of profits, business contracts, anticipated savings, goodwill, or revenue; and/or
- (b) any loss or corruption or destruction of data; and/or
- (c) any special, indirect or consequential loss or damage whatsoever.

whether or not that party was advised in advance of the possibility of such loss or damage.

11.3 Subject to clauses 11.1, and 11.2, the Customer and Eurotek UK accept liability to the other in contract, tort (including negligence) breach of statutory duty or otherwise for direct loss to a value not to exceed:

- (a) £1,000,000 for loss of or damage to physical property; and
- (b) for all other loss or damage, the greater of either
 - (i) £10,000; or
 - (ii) 125% of the amounts paid by the Customer under the Contract.

11.4 Clause 11 will not apply to any obligation to pay charges.

11.5 Subject to paragraph 7 and with the exception of the condition and warranties implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982, Eurotek UK excludes all conditions, warranties, terms and undertakings express or implied, statutory or otherwise in respect of the provision of Equipment.

11.6 Each part of this clause operates separately. If any part of a clause is held by a Court to be unreasonable or inapplicable the rest of the clause shall continue to apply.

12. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Intellectual Property

12.1 Except as expressly set out in the Contract, the Customer and Eurotek UK do not acquire any rights or licences to the other's Intellectual Property Rights.

12.2 If the Customer is supplied with Software licensed by third parties who require the Customer to accept their terms of use, the Customer must keep to those terms.

12.3 Except as permitted by applicable law or as expressly permitted under the Contract the Customer must not, without Eurotek UK's prior written consent, copy, de-compile or modify any Software, copy manuals or documentation or permit anyone else to do so.

Confidentiality

12.4 Except to the extent any disclosure is required by law Eurotek UK and the Customer will keep in confidence any information, whether written or oral, of a confidential nature obtained under or in connection with the Contract. The Customer and Eurotek UK will not, without the consent of the other, disclose such information to any person other than:

- (a) their Group Company employees or professional advisers who need the information in order for the Customer or Eurotek UK to fulfil its obligations under the Contract; or
- (b) in the case of the Customer, its employees to the extent necessary to use the Equipment;
- (c) in the case of Eurotek UK, the employees or professional advisers of its suppliers who need the information in order for Eurotek UK to fulfil its obligations under the Contract.

Information that Eurotek UK holds about the Customer may be used for fraud prevention and credit vetting purposes and this may include Eurotek UK sharing such information with third party companies.

12.5 Information will not be treated as confidential if it is:

- (a) in the public domain other than in breach of the Contract; or
- (b) lawfully in the possession of the Customer or Eurotek UK before disclosure has taken place; or
- (c) obtained from a third person who is free to disclose it; or
- (d) replicated independently by someone without access or knowledge of the Information.

12.6 Where the Freedom of Information Act 2000 applies to the Customer and the Customer receives a request under the Act that includes any information held by the Customer that was provided by Eurotek UK in connection with the Contract the Customer will:

- (a) notify Eurotek UK immediately of the request; and
- (b) give Eurotek UK at least five working days to make representations.

13. GENERAL TERMS

13.1 Matters Beyond Reasonable Control

(a) If the Customer or Eurotek UK is unable to perform, or is delayed in performing, any obligation under the Contract because of something beyond its reasonable control including act of God, lightning, flood, exceptionally severe weather, epidemic, pandemic, fire, explosion, war, civil disorder, industrial disputes or acts or omissions of local or central government or other competent authorities, or beyond the reasonable control of its suppliers, it will have no liability to the other for that failure or delay in performing.

(b) If any of the events detailed in clause 13.1(a) continue for more than three months the Customer or Eurotek UK may end the Contract in whole or part by written notice to the other.

13.2 Escalation and Dispute Resolution

(a) Eurotek UK will try to work through any dispute that the Customer may have with Eurotek UK. If this does not resolve the dispute then the Customer may refer the matter to the relevant dispute resolution service as set out in clause 13.2(b).

(b) Any dispute must be raised in writing with the Customer's or Eurotek UK's representative as appropriate giving all relevant details including the nature and extent of the dispute. The Customer and Eurotek UK will use reasonable endeavours to resolve any dispute as follows:

(i) a dispute which has not been resolved by the Customer's or Eurotek UK's representative within 14 days of being raised may be referred by the Customer or Eurotek UK to the first level by written notice to the other; and

(ii) if the dispute is not resolved at the first level within 14 days of referral, the Customer or Eurotek UK may refer the dispute to the second level by written notice to the other.

The Customer's and Eurotek UK's representatives at the first and second levels are as notified by the Customer and Eurotek UK to the other from time to time.

(c) Nothing in this clause 13.2 shall prevent the Customer or Eurotek UK from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.

13.3 Transfer of Rights and Obligations

The Customer and Eurotek UK may not transfer any of their rights or obligations under the Contract without the written consent of the other, except that:

(a) The Customer may transfer its rights or obligations or both to a Group Company with the written consent of Eurotek UK, such consent not to be unreasonably withheld or delayed; and

(b) Eurotek UK may transfer its rights or obligations or both to a Group Company without consent provided that it notifies the Customer that it has done so.

13.4 Severability

If any term of the Contract is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if the Contract had been made without the invalid, illegal or unenforceable terms.

13.5 Survival

Subject to clause 12.2, will survive the termination or expiry of the Contract and clauses 12.4 and 12.5 will survive the termination or expiry of the Contract for two years.

13.6 Entire Agreement

(a) The Contract contains the entire agreement between the Customer and Eurotek UK and replaces all previous written or oral agreements relating to its content.

(b) The Customer and Eurotek UK agree that:

(i) they have not been induced to enter into the Contract by, nor have they relied on, any statement, representation, warranty or other assurance not expressly incorporated; and

(ii) in connection with the Contract their only rights and remedies in relation to any statement, representation, warranty or other assurance are for breach of the Contract and that all other rights and remedies are excluded.

(c) The terms of clauses 13.6(a) and 13.6(b) will not affect the rights or remedies of the Customer and Eurotek UK for any fraudulent misrepresentation.

(d) If this Contract contains any obvious error, this Contract will be varied to reflect the true intent of the parties.

13.7 Waiver

A failure or delay by the Customer or Eurotek UK to exercise any right or act upon a breach under the Contract will not be a waiver of that right or breach. If the Customer or Eurotek UK waives a right or breach of the Contract, that waiver is limited to the particular right or breach.

13.8 Rights of Third Parties

A person who is not the Customer or Eurotek UK (including an employee, the officer, agent, representative or subcontractor of the Customer or Eurotek UK) has no right under Contracts (Rights of Third Parties Act 1999) to enforce any term of the Contract. This does not affect any right or remedy that exists or is available apart from that Act.

13.9 Notices

Notices given under the Contract must be in writing and delivered to the following addresses:

(a) to Eurotek UK at the address shown on the invoice or any address (including email address) which Eurotek UK provides to the Customer for this purpose; or

(b) to the Customer at the address to which the Customer asks Eurotek UK to send invoices, the address of the Site or, if the Customer is a limited company, its registered office or its email address.

This clause does not apply to notices given under clause 8.2.

13.10 Non Solicitation

The Customer agrees that for such period from the conclusion of this Contract it shall not solicit for employment, nor employ, whether as employee or independent contractor, any personnel or sub-

contractor who is subject to such a restriction for as long as the restriction remains valid.

13.11 Law and Jurisdiction

The Contract is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

13.12 Data Protection

The Customer and Eurotek UK will comply with their respective obligations under the Data Protection Act 1998 and any data protection, privacy or similar laws that apply to any personal data processed in connection with the Contract. The Customer and Eurotek UK will provide such help and co-operation as is reasonably necessary or requested by the other to enable compliance with this clause.

13.13 Customer's Instructions

Eurotek UK may take instructions, and receive acknowledgment for delivery of the Equipment, from a person whom it thinks, with good reason, is acting with the Customer's permission.

13.14 WEEE Regulations

The Customer shall be responsible, pursuant to Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 ('the WEEE Regulations') for the costs of collection, treatment, recovery, and environmentally sound disposal of any equipment supplied under this Contract which has become waste electrical and electronic equipment. Eurotek UK and the Customer acknowledge that for the purposes of Regulation 9 this paragraph shall be an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE. The Customer shall be responsible for any information recording or reporting obligations imposed by the WEEE Regulations. The Customer shall indemnify and hold harmless Eurotek UK against all losses, costs, damages, expenses, liabilities and claims caused to and made against Eurotek UK which would not have been caused or made had the Customer fulfilled its express or implied obligations under this Clause or in connection with the WEEE Regulations.

13.15 Export Control

The Parties acknowledge that Equipment, and technical information (including, but not limited to, service, technical assistance and training) provided under this Contract may be subject to export laws and regulations of other countries, and any use or transfer of the such Equipment, and technical information must be in compliance with all applicable regulations and international trade sanctions. The Parties will not use, distribute, transfer, or transmit the Equipment, or technical information (even if incorporated into other products) except in compliance with all applicable export regulations and trade sanctions. If requested by either Party, the other Party also agrees to sign written assurances and other export-related documents as may be required to comply with all applicable export regulations