

## TERMS AND CONDITIONS OF SUPPLY

### **1 APPLICATION OF THESE CONDITIONS**

- 1.1 These Conditions apply to the supply of the Goods and/or Services by Güralp to the Customer and are the terms and conditions which shall apply to the supply of these Goods and/or Services by Güralp to the Customer in the absence of any variation in Conditions as may be agreed pursuant to Condition 1.4.
- 1.2 All other conditions, warranties and other statements that may be implied or imposed by statute, common law, trade custom or practice, a course of dealing or otherwise are excluded to the fullest extent permitted by law.
- 1.3 The Customer acknowledges that it has not relied on any statement, representation, assurance, warranty or understanding (whether negligently or innocently made) made or given by or on behalf of Güralp which is not expressly set out in the Contract.
- 1.4 Any variation to these Conditions and any representations about the Goods and/or Services (made prior to or subsequent to acceptance of an Order) shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of both parties.

### **2 QUOTATIONS AND ORDERS**

- 2.1 Any Quotation is given by Güralp on the basis that no Contract will come into existence until the Customer places an Order and Güralp accepts that Order in accordance with Condition 2.6.
- 2.2 Any Quotation is valid for a period of two (2) months from its date (unless otherwise specified on the Quotation), during which period the Customer may place an Order based on that Quotation.
- 2.3 Any Order shall be deemed to be an offer by the Customer to purchase Goods and/or Services subject to these Conditions.
- 2.4 The Customer must ensure that its Order and any applicable Specification are complete and accurate and shall be responsible for ensuring the Goods and/or Services ordered are appropriate to meet its requirements.
- 2.5 Güralp shall not be obliged to accept any Order.
- 2.6 The Order shall only be accepted when Güralp issues a Sales Order Acknowledgment or (if earlier) Güralp delivers the Goods or supplies the Services to the Customer and at that point the Contract shall come into existence.

### **3 DESCRIPTION**

- 3.1 Güralp shall supply to the Customer the Goods and/or Services described in the Specification.
- 3.2 Güralp may amend any item within the Specification if required by any applicable statute or regulation. Any other amendments to the Specification must be agreed between the parties in writing.
- 3.3 All samples, drawings, descriptive matter, specifications and advertising produced by Güralp and any descriptions or illustrations contained in Güralp's catalogues or brochures are produced solely to describe the Goods and/or Services (as applicable) approximately and do not form part of the Contract.

### **4 DISCLAIMER**

- 4.1 The Customer acknowledges and agrees that:
  - 4.1.1 the Goods constitute sensitive scientific equipment intended for use in monitoring seismic activity;

- 4.1.2 the Goods are not a forecasting tool and cannot predict future seismic activity; and
- 4.1.3 their effective performance depends on installation, location, maintenance and other environmental and technical requirements as specified in the Specification and the Contract.

4.2 Due to the inherent nature of communications systems, where the Goods include or their operation relies on the use of communications systems (such as mobile or satellite bandwidth), Güralp shall not be liable to the Customer or any third parties for any claims or damages arising out of or in connection with any failure or delay of or inability to access such communications systems nor for any loss or corruption of data.

4.3 Accordingly, the Customer should not rely on the Goods to provide warning or to provide fail-safe performance, particularly where the failure of the Goods to predict or track all earthquakes or tremors could lead directly to death, personal injury, or severe physical or environmental damage. Güralp shall not be liable to the Customer or any third parties for any claims or damages to the extent such claims or damages arise from such use or reliance.

## **5 WARRANTY**

5.1 Güralp warrants that (subject to the other provisions of these Conditions and/or the Contract, as applicable) upon delivery, and during the Warranty Period, the Goods will:

- 5.1.1 be free from material defects in design, materials and workmanship;
- 5.1.2 be of satisfactory quality; and
- 5.1.3 conform in all material respects with their description in the Specification.

5.2 Güralp shall not be liable under the Warranty unless:

- 5.2.1 the Customer follows the warranty claim process set out in the Warranty and Repairs Policy;
- 5.2.2 the Customer notifies Güralp of the fault or defect as soon as reasonably possible following the Customer first becoming aware of the fault or defect;
- 5.2.3 the Customer provides to Güralp reasonable support and, as requested by Güralp, data from and/or access to the Goods in situ and other relevant information to enable it to assess and investigate the issue;
- 5.2.4 the Customer (if asked to do so by Güralp) returns the Goods to Güralp's place of business at the Customer's expense to enable Güralp to undertake an examination of the Goods; and
- 5.2.5 Güralp has had a reasonable opportunity after receiving notice of the issue to examine such Goods or the data from such Goods (as appropriate).

5.3 Güralp shall not be liable under the warranty set out in Condition 5.1:

- 5.3.1 if the Customer makes any further use of such Goods after notifying Güralp of a fault or defect, unless otherwise agreed between Güralp and the Customer;
- 5.3.2 if the defect arises because the Customer failed to follow any instructions from Güralp (written or otherwise) as to the storage, installation, use or maintenance of such Goods or (if none were given) failed to comply with good trade practice;
- 5.3.3 if the Customer sells or otherwise transfers the Goods to the ownership of a third party without prior written authorisation being given by Güralp for the novation (or other form of extension) of the warranty to the that third party;
- 5.3.4 if the Customer or any third party opens, alters or repairs such Goods without the written consent of Güralp;

- 5.3.5 if a defect arises from Güralp following any design, drawing, diagram, specification or other technical instruction provided by the Customer;
  - 5.3.6 if the defect arises through the wilful damage by or negligence of the Customer, its employees, agents or contractors;
  - 5.3.7 in respect of fair wear and tear;
  - 5.3.8 in respect of damage caused by vehicles, mechanical equipment and/or fishing and other vessels;  
or
  - 5.3.9 in respect of damage caused by the operating environment within which the Goods are used or by acts of god or nature (including lightning strikes, volcanic eruption and earthquake).
- 5.4 Subject to Conditions 5.2 and 5.3, if any of the Goods do not conform with any of the warranties in Condition 5.1, Güralp shall, at its option, repair or replace such Goods (or the defective part) in accordance with the Warranty and Repairs Policy or refund the Price (or a pro-rated amount of the Price, if not all the Goods are defective) provided that, if Güralp so requests, the Customer shall, at Güralp's reasonable expense, return the Goods or such of the Goods as are defective to Güralp.
- 5.5 If Güralp complies with the Warranty and Repair Policy it shall have no further liability for a breach of any of the warranties in Condition 5.1 and the Customer shall have no further remedy.
- 5.6 Except as expressly provided in this Condition 5, Güralp hereby excludes any implied condition or warranty concerning the merchantability, quality or fitness for purpose of the Goods, whether such condition or warranty is implied by statute or common law.
- 5.7 This Condition 5 will continue to apply to repaired or replacement Goods for the remainder of the Warranty Period that applied to the Goods originally supplied by Güralp.

## **6 DELIVERY OF GOODS**

- 6.1 Güralp shall deliver the Goods to the Delivery Location under the terms of the Applicable Incoterm and in accordance with the Contract, at any time after Güralp gives the Customer notice that the Goods are ready for delivery.
- 6.2 The Customer will provide at its expense at the Delivery Location adequate and appropriate equipment and manual labour to take delivery of the Goods in accordance with the Applicable Incoterm and shall provide all requisite instructions, documents, licences and authorisations required for or relevant to enable delivery in accordance with the Applicable Incoterm to take place promptly following arrival at the Delivery Location.
- 6.3 Delivery of the Goods shall be completed when the Goods have arrived at the Delivery Location and Güralp has completed its obligations under the Applicable Incoterm.
- 6.4 If for any reason the Customer fails to take delivery of any of the Goods within the period of seven (7) days after Güralp has given the Customer notice that they are ready for delivery (or if Güralp is unable to deliver the Goods within that period because the Customer has not complied with Condition 6.2 or any other Condition):
- 6.4.1 completion of delivery of the Goods will be deemed to have taken place at 9.00am at the Delivery Location on the next Business Day following the expiry of that period;
  - 6.4.2 the Goods shall be at the risk of the Customer from the time specified in Condition 6.4.1;
  - 6.4.3 without prejudice to any other rights or remedies it may have, including its rights under Condition 6.4.4, Güralp may store the Goods until actual delivery and the Customer will be liable for all related costs and expenses (including for storage, demurrage and insurance); and

6.4.4 without prejudice to any other rights or remedies it may have, if the Customer has not taken delivery of those Goods within seven (7) days from the time specified in Condition 6.4.1, Güralp may resell or otherwise dispose of part or all of those Goods.

6.5 Güralp may deliver the Goods by instalments and each instalment shall be treated as a separate Contract so that failure to deliver, or any defect in, one or more instalment shall not entitle the Customer to reject the other instalments.

6.6 Güralp shall use reasonable efforts to deliver the Goods to the Delivery Location by the Delivery Date. However, the Delivery Date is intended to be an estimate only and time for delivery is not of the essence.

6.7 Güralp shall not be liable for any delay in delivery of the Goods caused by an event of Force Majeure, any transportation provider selected by the Customer or the Customer failing to comply with its obligations under these Conditions.

## **7 SUPPLY OF SERVICES**

7.1 Güralp shall:

7.1.1 provide the Services to the Customer in accordance with these Conditions or the Contract (as applicable);

7.1.2 perform the Services with reasonable care and skill; and

7.1.3 use reasonable endeavours to meet any performance dates for any Services specified in the Contract, but any such date shall be estimates only and time shall not be of the essence per the performance of the Services.

7.2 The Customer shall:

7.2.1 co-operate with Güralp in all matters relating to the Services including giving Güralp timely access to the Customer's personnel, premises and any other facilities which are reasonably required by Güralp to provide the Services;

7.2.2 provide Güralp in a timely manner with such information and materials as Güralp may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;

7.2.3 prepare the Customer's premises for the supply of the Services; and

7.2.4 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.

## **8 RISK AND OWNERSHIP**

8.1 The Goods shall be at the risk of the Customer from completion of delivery as described in Condition 6.3.

8.2 Ownership of the Goods shall not pass to the Customer until Güralp has received in full (in cash or cleared funds) all sums due to it in respect of:

8.2.1 the Goods; and

8.2.2 all other sums which are, or which become, due to Güralp from the Customer on any account.

8.3 From completion of delivery until ownership of the Goods has passed to the Customer (if later), the Customer must:

8.3.1 hold the Goods as Güralp's bailee on a fiduciary basis;

8.3.2 store the Goods (at no cost to Güralp) separately from all other goods of or in the possession of the Customer in such a way that they remain readily identifiable as the property of Güralp;

8.3.3 not destroy, deface, remove or obscure any identifying mark or packaging on or relating to the Goods;

- 8.3.4 maintain the Goods in satisfactory condition;
  - 8.3.5 keep the Goods insured on Güralp's behalf for the full Price against all risks to the reasonable satisfaction of Güralp and on request produce to Güralp the policy of insurance;
  - 8.3.6 hold any proceeds of the insurance referred to in Condition 8.3.5 on trust for Güralp and not mix them with any other money, nor pay the proceeds into an overdrawn bank account;
  - 8.3.7 inform Güralp immediately if any of the events referred to in Conditions 16.1.2 or 16.1.3; occurs or is likely to occur; and
  - 8.3.8 give Güralp such information relating to the Goods as Güralp may from time to time require, but the Customer may use the Goods and the Güralp Software, in the ordinary course of its business.
- 8.4 If, before ownership of the Goods has passed to the Customer in accordance with Condition 8.2:
- 8.4.1 there occurs any of the events referred to in Condition 16.1.2 or 16.1.3; or
  - 8.4.2 Güralp reasonably believes that any of the events referred to in Condition 16.1.2 or 16.1.3;
  - 8.4.3 the Customer fails to observe or perform any of its obligations under the Contract or any other contract between the Customer and Güralp; or
  - 8.4.4 the Customer encumbers or in any way charges any of the Goods,
- Güralp may terminate the license to use the Güralp Software, and without limiting any other rights or remedies it may have, give notice to the Customer requiring it promptly to deliver up the Goods, failing which Güralp may enter any premises of the Customer (or of any third party where the Goods are held) for the purpose of recovering the Goods.
- 8.5 Güralp shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Güralp.
- 8.6 The Customer grants Güralp, its agents and employees an irrevocable licence to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them. Güralp's rights under this Condition 8.6 shall be subject to Güralp (i) giving reasonable notice, and (ii) meeting all reasonably required security and confidentiality obligations as may be defined by the Customer

## 9 IMPORT LICENCES

- 9.1 The Customer is responsible for obtaining, at its own cost, any import licences and other consents in relation to the Goods as are required from time to time and, if required by Güralp, the Customer shall make those licences and consents available to Güralp prior to the relevant Order being accepted.

## 10 PRICE

- 10.1 Unless otherwise agreed by Güralp in writing, and subject to Condition 10.2, the price for the Goods and/or Services ("**Price**") shall be the price set out in the Sales Order Acceptance.
- 10.2 Güralp may, by notice to the Customer given no later than thirty (30) days before completion of delivery, increase the Price of any Goods and/or Services that have yet to be delivered (or elements thereof that have yet to be delivered in the case of phased delivery) to reflect any increase in the cost of the Goods and/or Services due to:
- 10.2.1 any request by the Customer to change the delivery date, quantity or type of Goods and/or Services ordered; or

10.2.2 any delay arising from the inaccuracy or inadequacy of, or failure to provide, requisite instructions or information reasonably required from the Customer by Güralp to perform its obligations under the Contract.

10.3 The Price shall include delivery in accordance with the Applicable Incoterm and the Customer shall pay any and all additional costs or charges in relation to packaging, carriage and insurance.

10.4 The Price is stated exclusive of value added tax, levy or similar governmental charge or equivalent sales tax ("**Sales Tax**"), which shall be added at the prevailing rate as applicable and paid by the Customer following delivery of a valid Sales Tax invoice.

10.5 The Customer will also be responsible to pay any taxes, charges or duties applicable to fulfilling the Order that may arise as a result of the Customer's country of residence.

## **11 PAYMENT**

11.1 Save as set out otherwise on the Quotation or Sales Order Acceptance, Güralp may invoice the Customer for the Goods on or at any time following acceptance of the Order.

11.2 Save as set out otherwise on the Quotation or Sales Order Acceptance, the Customer shall pay the invoice in full within thirty (30) days of the date of invoice. Güralp may withhold dispatch of the Goods until it has received full payment of the invoice.

11.3 Save as set out otherwise on the Quotation or Sales Order Acceptance, all payments due under a Contract shall be made in pounds sterling.

11.4 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless required by law.

11.5 Without prejudice to any other right or remedy, Güralp reserves the right to set off any amount owing at any time from the Customer to Güralp against any amount payable by Güralp to the Customer.

11.6 Güralp shall be entitled to claim compound interest on the late payment of any amount properly due to Güralp under the Contract accruing on a daily basis from the due date for payment until payment is made in full, both before and after any judgment, at a rate of 5% per annum above the Bank of England base lending rate.

## **12 LIMITATION OF LIABILITY**

12.1 Nothing in these Conditions or a Contract shall limit or exclude the liability or remedy of either party:

12.1.1 for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;

12.1.2 for fraud or fraudulent misrepresentation;

12.1.3 for any act, omission or matter, liability for which may not be legally excluded or limited.

12.2 Subject to Condition 12.1:

12.2.1 excluding the Customer's obligation to pay the Price, each party's total liability to the other arising under or in connection with the Contract (other than an obligation to pay the Price), whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation, or otherwise howsoever shall in all circumstances be limited to the greater of:

a) £50,000 pounds sterling; or

b) 100% of the Price payable in respect of all the Goods and/or Services to be supplied under that Contract; and

12.2.2 neither party shall have any liability to the other for any loss of profit, loss of revenue, loss of business, depletion of goodwill or any indirect or consequential loss or damage.

### **13 INTELLECTUAL PROPERTY RIGHTS**

- 13.1 All rights, including any Intellectual Property Rights, in the Goods, deliverables from Services and any documents or other materials, and any data or other information provided by Güralp relating to the Goods and/or Services shall, unless otherwise agreed in writing between the Customer and Güralp, belong to Güralp.
- 13.2 If the Goods are to be manufactured to a Specification provided by the Customer or otherwise in accordance with the Customer's instructions, the Customer shall indemnify and keep indemnified Güralp in full and hold it harmless on demand from and against any and all Losses suffered or incurred by Güralp or for which Güralp may become liable arising out of or in connection with any claim made against Güralp for alleged or actual infringement of a third party's Intellectual Property Rights in connection with Güralp's use of such Specification and this Condition 13.2 shall survive termination of the Contract.
- 13.3 Where the Goods and/or Services include the provision of Güralp Software, Güralp grants to the Customer a non-exclusive non-transferable non-sublicensable perpetual (subject to termination under the terms of Condition 16) licence to use such Güralp Software for the purposes of using the Goods and Services for the normal business purposes of the Customer (which shall not include allowing the use of Güralp Software by, or for the benefit of, any person other than an employee of the Customer). The Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to Güralp Software in whole or in part.

### **14 CONFIDENTIALITY**

- 14.1 Each party shall keep the other party's Confidential Information confidential and shall not without the prior consent of such other party, disclose it to any person whatever, or use or exploit commercially for its own purposes, while the Contract remains in force and for a period of 3 years thereafter.
- 14.2 The consent referred to in Condition 14.1 shall not be required for disclosure by a party of any Confidential Information:
- 14.2.1 to its employees, contractors, advisers and agents, in each case, to the extent required to enable such party to carry out its obligations under the Contract;
- 14.2.2 to the extent required by any law, applicable securities exchange, supervisory, regulatory or governmental body to which either party is subject or pursuant to any order of any competent court or other authority or tribunal, in each case, wherever situated;
- 14.2.3 to the extent that the Confidential Information is in the public domain otherwise than by breach of the Contract by such party;
- 14.3 This Condition 14 shall survive termination of the Contract.

### **15 ANTI-BRIBERY**

- 15.1 The Customer acknowledges it is aware of and has received a copy of Güralp's anti-bribery policy and will comply with the principles in that policy.
- 15.2 The Customer shall not offer any financial or other advantage to any third party in connection with the Contract which is intended to influence or reward any person or public official for acting in breach of an

expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept.

15.3 Failure by the Customer to adhere to the obligations contained in this Condition 15 constitutes a material breach of the Contract.

## **16 TERMINATION AND CONSEQUENCES OF TERMINATION**

16.1 Either party may terminate the Contract immediately on written notice without liability to the other if:

16.1.1 the other party commits a material breach of the Contract and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing;

16.1.2 the other party ceases or threatens to cease to trade (either in whole, or as to any part or division involved in the performance of this Contract), or becomes or is deemed insolvent, is unable to pay its debts as they fall due, has a receiver, administrative receiver, administrator or manager appointed over the whole or any part of it or its assets or business, makes any composition or arrangement with its creditors or an order or resolution is made for its dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction), or takes or suffers any similar or analogous procedure, action or event in consequence of debt in any jurisdiction; or

16.1.3 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Condition 16.1.2.

16.2 Güralp may terminate the Contract immediately without liability to the Customer:

16.2.1 at any time before delivery of the Goods (and Güralp shall repay all sums received from the Customer in respect of the cancelled Order);

16.2.2 if the Customer fails to pay any amount due under the Contract thirty (30) days after the due date for payment;

16.2.3 the Customer's financial position deteriorates to such an extent that in Güralp's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

16.2.4 the Customer repeatedly breaches the Contract; or

16.2.5 the Customer fails to provide information reasonably requested by Güralp and which is required to enable Güralp to perform its obligations under the Contract (including providing Güralp with letters of credit and relevant import/export documentation and licences and data or access to defective Goods in situ to diagnose issues in respect of warranty claims).

16.3 Without limiting its other rights or remedies, Güralp may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Güralp if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in Condition 16.1.2 or 16.1.3 or Güralp reasonably believes that the Customer is about to become subject to any of them.

16.4 On termination of the Contract for any reason:

16.4.1 the Customer shall immediately pay any outstanding unpaid invoices and interest due, including invoices for any Orders that Güralp has supplied, but not invoiced. Such invoices will be payable upon receipt;

16.4.2 the Customer shall be obliged to pay for any work undertaken by Güralp prior to termination at Güralp's then standard rates;



- 16.4.3 where Güralp has provided the Customer with access to software or any system as part of the Services, Güralp may terminate the Customer's access to such software and system;
- 16.4.4 the Customer shall return all of the materials which have not been fully paid for. If the Customer fails to do so, then Güralp or its agent may enter the Customer's premises and take possession of them. Until the materials have been returned, the Customer will remain responsible for them under Condition 8; and
- 16.4.5 clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 16.5 Termination of the Contract, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.
- 16.6 Any request from a Customer to cancel an Order must be made in writing in compliance with Condition 19 (Communications) and shall be considered to have the date on which it is received by Güralp. The following terms shall apply to any such requests from a Customer to cancel an Order:
  - 16.6.1 If the Customer cancels an Order within one week of Güralp issuing a Sales Order Acknowledgement (the "Cooling-off Period") then Güralp will not levy any cancellation charges.
  - 16.6.2 If the Customer cancels an Order subsequent to expiry of the Cooling-off Period and prior to it being ready for shipping then Güralp reserves the right to charge 80% of the of the payments due for the Order.
  - 16.6.3 If the Customer cancels an Order on or after the date on which Güralp notifies the Customer that the Order is ready for shipping, then the full sum due for the Order shall be paid by the Customer.
- 16.7 Any request from a Customer to amend the Specification of an Order must be made in writing in compliance with Condition 19 (Communications) and shall be considered to have the date on which it is received by Güralp. The following terms shall apply to any such requests from the Customer that the Specification of an Order be amended:
  - 16.7.1 If the Customer amends the Specification within the Cooling-off Period then Güralp will not levy any cancellation charges and will simply reprice the Order based on the revised Specification.
  - 16.7.2 If the Customer amends an Order Specification subsequent to expiry of the Cooling-off Period and prior to shipping of the Order then Güralp reserves the right to charge 80% of the of the payments due for those parts that that are no longer required within the revised Specification (in addition to the charges calculated and mutually agreed for the revised Specification).
  - 16.7.3 If the Customer amends the Specification on or after the date on which Güralp notifies the Customer that the Order is ready for shipping, then the full sum due for the unamended Order shall be paid by the Customer (in addition to the charges calculated and mutually agreed for the revised Specification).

## **17 ASSIGNMENT**

- 17.1 Neither party shall be entitled to assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract, without the prior written consent of the other party, such consent to not be unreasonably withheld or delayed.

## **18 FORCE MAJEURE**

- 18.1 If either party is delayed or prevented in the performance of any of its obligations under the Contract (except in relation to payment) by an event, circumstance or cause beyond its reasonable control which, by its nature, could not have been foreseen or, if foreseeable, was unavoidable, (including war or other armed conflict, terrorism, riot, civil commotion, interference by civil or military authorities, national or international emergency

or calamity, strikes, lock-outs or other industrial disputes, (whether involving its own workforce or any third party's), failure of energy supply, disruption to transport, malicious damage, compliance with any law or governmental order, rule, regulation or direction, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of buildings or other structures, fires, floods, storms, earthquakes, natural disasters, extreme adverse weather conditions, other acts of God, loss at sea, epidemics or similar events and default of suppliers or sub-contractors caused by any such event), that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation.

- 18.2 If the performance of any party's obligations under the Contract are delayed or prevented as described in Condition 18.1 for a continuous period of eight (8) weeks, either party may terminate the Contract, without liability to the other party, by giving written notice to other party.

## 19 COMMUNICATIONS

- 19.1 Any communication between the parties about the Contract shall be in writing, in English, and delivered personally, by post or by e-mail in a clear intelligible form (subject to the requirements of Condition 19.3 and provided that a confirmatory copy is also sent personally and dispatched on the same day as the e-mail is sent).

- 19.2 Communications shall be deemed to have been received:

19.2.1 if delivered personally or by post, at the time of delivery to the address; and

19.2.2 if sent by e-mail, at the time of transmission, provided the e-mail is transmitted on or after 9.00am (UK time) and on or before 5.00pm (UK time) on a Business Day. If the e-mail is transmitted outside of these times at 9.00am (UK time) on the next Business Day after transmission.

- 19.3 All notices sent by post or delivered personally must be addressed to the Güralp Finance Director at Güralp's registered office (at the address given on the Güralp website) and in the form of a letter on the Customer's headed notepaper hand signed by an authorised representative of the Customer. All notices sent by email to Güralp must be sent to [sales@Güralp.com](mailto:sales@Güralp.com) and must include an attached letter in the form set out above in this Condition 19.3 with the image of the letter scanned in PDF, JPEG or other agreed form.

## 20 GENERAL

- 20.1 The parties acknowledge they are independent contractors. Nothing in the Contract is intended to, or will operate to create a partnership, employment or fiduciary relationship between the parties or to authorise either party to make or enter into any commitments on the other party's behalf or otherwise bind the other party in any way.

- 20.2 Subject to the precedence in Condition 20.6, these Conditions, together with the Sales Order Acceptance and Warranty and Repair Policy constitutes the entire agreement and understanding of the parties and supercedes and extinguishes all previous drafts, agreements and understandings between them relating to its subject matter.

- 20.3 If any provision, or part of a provision, of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a "**Void Provision**") such invalidity, illegality or unenforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect. If a Void Provision would be valid, legal and enforceable if some part of it were deleted, that Void Provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.

- 20.4 No provision of the Contract shall be enforceable by any person who is not a party to the Contract including under the Contracts (Rights of Third Parties) Act 1999.

- 20.5 A failure or delay in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any right under the Contract. Any waiver by either party of any breach of or default under any provision of the Contract by the other party shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other provisions of the Contract.
- 20.6 In the event of inconsistency or conflict between these Conditions and the applicable Contract then the Contract shall prevail.
- 20.7 The Customer hereby irrevocably consents to Güralp referring to the Customer as a client of Güralp in its sales and marketing literature (including its web site).
- 20.8 The Customer acknowledges that the Products may be or may become subject to export laws and sanctions directives (collectively **“Export Laws”**) of the United Nations, European Union, United Kingdom, United States, and/or other countries. The Customer warrants that it will not use, distribute, resell or otherwise transfer any of the Products in breach of such Export Laws.
- 20.9 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the law of England and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such matter.

## 21 INTERPRETATION

21.1 In these Conditions the following words have the following meanings:

<b>“Applicable Incoterm”</b>	unless stated otherwise in the Sales Order Acknowledgment, the Incoterms® 2010 rule including the Delivery Location set out in the Quotation or Sales Order Acceptance or if none is stated, Ex Works (Güralp’s premises);
<b>“Business Day”</b>	a day (other than a Saturday, a Sunday or a public holiday in England) on which banks in London, England are open for business.
<b>“Conditions”</b>	these terms and conditions of supply as set out in this document and as amended from time to time in accordance with Condition 1.4;
<b>“Confidential Information”</b>	includes the existence and contents of this Contract; all information relating to or connected with this Contract or relating to a party or its activities including information of whatever nature concerning the business or know-how and which any party or its Personnel may from time to time receive or obtain (orally or in writing or in disk or electronic form) as a result of entering into, or performing its obligations pursuant to, this Contract or otherwise;
<b>“Contract”</b>	either, as applicable, (i) the contract for the supply of Goods and Services between Güralp and the Customer that comes into existence when Güralp accepts an Order in accordance with Condition 2.6 or (ii) the license under which Güralp intellectual property is downloaded from the Güralp website;
<b>“Customer”</b>	the person(s), firm or company from whom the Order is received by Güralp;
<b>“Delivery Date”</b>	the date for the delivery of the Goods as stated in the Sales Order Acceptance or agreed between the parties in writing, or, if no date is specified, a reasonable period;

<b>“Delivery Location”</b>	the named delivery destination being a place or port (and terminal at a port, if any) as specified in the Sales Order Acceptance or otherwise agreed in writing between the parties;
<b>“Goods”</b>	any goods agreed in the Contract to be supplied to the Customer by Güralp (including any part or parts of them) as described in the Sales Order Acceptance;
<b>“Güralp”</b>	Güralp Systems Limited registered in England and Wales (company number 02199239) whose registered office is at 3 Midas House, Calleva Industrial Park, Aldermaston, Berkshire, RG7 8EA United Kingdom;
<b>“Güralp Software”</b>	all proprietary software developed by Güralp and supplied by Güralp to the Customer either to accompany the Goods or embedded within the Goods;
<b>“Intellectual Property Rights”</b>	any and all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
<b>“Losses”</b>	losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis);
<b>“Order”</b>	the Customer’s order for the Goods, as set out in the Customer’s purchase order form;
<b>“Personnel”</b>	all employees, staff, other workers, agents, consultants, sub-contractors and invitees of a party and those of any sub-contractor who are engaged in the performance of the obligations of such party from time to time;
<b>“Quotation”</b>	the proposal and/or the quotation provided by Güralp to the Customer;
<b>“Warranty and Repairs Policy”</b>	Güralp’s standard warranty and repairs policy as amended by Güralp from time to time to reflect current operational practices;
<b>“Warranty Period”</b>	the warranty period as specified in the Sales Order Acknowledgement or, if no period is specified, Güralp’s standard warranty period as specified in the Warranty and Repairs Policy;
<b>“Sales Order Acknowledgement”</b>	the formal sales order acknowledgement issued by Güralp to the Customer;
<b>“Services”</b>	the installation and/or support services (if any) agreed in the Contract to be supplied to the Customer by Güralp (including any part or parts of them) as described in the Sales Order Acceptance;

**“Specification”**

any specification for the Goods and/or Services set out in or referred to in the Quotation or Sales Order Acceptance, the relevant datasheet(s) available at [www.Güralp.com](http://www.Güralp.com) or as otherwise supplied by Güralp to the Customer or agreed in writing by Güralp.

21.2 In these Conditions (except where the context otherwise requires):

21.2.1 words in the singular include the plural and vice versa and reference to any gender includes the others;

21.2.2 reference to “a person” includes a natural person, company or unincorporated body (whether or not having separate legal personality);

21.2.3 a reference to “company” includes any company, corporation or other body corporate, wherever and however incorporated or established;

21.2.4 references to legislation are to that legislation as amended, extended or re-enacted from time to time;

21.2.5 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;

21.2.6 any words following the terms “including”, “include”, “in particular” or any similar terms shall be construed as illustrative only and shall not limit the sense of the words preceding those terms; and

21.2.7 a reference to “writing” or “written” includes e-mail (subject to the requirements of Conditions 19.1 and 19.3).

21.3 Headings are for convenience only and shall not affect the interpretation of these Conditions.

