GENERAL TERMS AND CONDITIONS OF SALE
of ALPHA LASER UK LIMITED

Version 1.0 — September 2026

1. Definitions and Interpretation

1.1 In these Conditions, the following definitions apply:

"ALPHA LASER Group" means ALPHA LASER GmbH and any subsidiary or holding company of ALPHA LASER GmbH from time to time, and any subsidiary of any such holding company.

"ALPHA LASER UK" means ALPHA LASER UK LIMITED, a company registered in England and Wales (company number 17177891) whose registered office is at 1 Greenfield Crescent, Edgbaston Village, c/o HHM Accountants, Birmingham B15 3BE, a subsidiary of ALPHA LASER GmbH of Junkersstraße 16, 82178 Puchheim, Germany.

"Business Day" means any day from Monday to Friday other than a public or bank holiday in England and Wales.

"Conditions" means these general terms and conditions of sale.

"Contract" means any contract between ALPHA LASER UK and the Customer for the supply of Contract Services, incorporating these Conditions.

"Contract Services" means the Goods and/or the Services (including Works) to be supplied by ALPHA LASER UK under a Contract, as set out in ALPHA LASER UK's Quotation or Order Confirmation.

"Customer" means the person, firm or company which purchases Contract Services from ALPHA LASER UK.

"Goods" means goods supplied by ALPHA LASER UK, including laser systems, (laser) welding equipment, laser welding accessories, spare parts, consumables and other trading goods (hardware and software).

"Notice Address" means ALPHA LASER UK Ltd, 1 Greenfield Crescent, Edgbaston Village, c/o HHM Accountants, Birmingham B15 3BE or such other address as ALPHA LASER UK notifies to the Customer in writing from time to time.

"Order" means the Customer's order for Contract Services.

"Order Confirmation" means ALPHA LASER UK's written confirmation of an Order (including by email).

"Party" means ALPHA LASER UK or the Customer individually, and "Parties" means both of them together.

"Quotation" means any quotation, offer, price list, catalogue or technical documentation issued by ALPHA LASER UK in respect of Contract Services.

"Services" means services supplied by ALPHA LASER UK, including installation, commissioning, consultancy, service and repair services, sample and trial part production, maintenance and training.

"Works" means Services which consist of the production of a defined work result, such as the installation and commissioning of a laser system.

1.2 In these Conditions: (a) headings do not affect interpretation; (b) a reference to "writing" or "written" includes email; (c) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; (d) a reference to a clause is to a clause of these Conditions;

and (e) any words following “including”, “in particular” or similar expressions are illustrative and do not limit the sense of the preceding words.

1.3 Where these Conditions restate the effect of a statutory provision, this is for clarification only. Statutory provisions apply except to the extent that they are lawfully modified or excluded by these Conditions.

2. Application of these Conditions

2.1 These Conditions apply to all business relationships between ALPHA LASER UK and its customers and, in particular, to all Contracts for the sale of Goods and the supply of Services by ALPHA LASER UK to the Customer.

2.2 These Conditions apply to the exclusion of all other terms and conditions. Any terms and conditions which the Customer purports to apply (whether in an Order, purchase conditions, correspondence or otherwise) shall not form part of the Contract unless and to the extent that ALPHA LASER UK has expressly agreed to them in writing.

2.3 The version of these Conditions which applies to a Contract is the version in force at the date of the Customer's Order, as notified or made available to the Customer in writing on or before that date. That version shall also apply to future Contracts between the Parties unless and until ALPHA LASER UK notifies the Customer in writing of a revised version, which shall then apply to Orders placed after the date of notification. Nothing in this clause 2.3 permits ALPHA LASER UK to vary a Contract which has already been concluded, and any such variation requires agreement in accordance with clause 23.2.

2.4 ALPHA LASER UK supplies Contract Services to business customers only. The Customer confirms that it is acting for purposes relating to its trade, business, craft or profession and not as a consumer. These Conditions are not intended for, and shall not be used in, contracts with consumers.

2.5 Terms individually negotiated and agreed between the Parties in writing (including ancillary agreements, additions and amendments to a Contract) take precedence over these Conditions to the extent of any inconsistency.

3. Formation of the Contract

3.1 General provisions

3.1.1 Unless ALPHA LASER UK expressly designates a Quotation as binding, all Quotations are invitations to treat and are subject to change. This also applies where ALPHA LASER UK has provided the Customer with catalogues or technical documentation (such as drawings, plans, calculations or other product descriptions or documents).

3.1.2 An Order constitutes a binding offer by the Customer to purchase the Contract Services subject to these Conditions. Unless otherwise stated in the Order, ALPHA LASER UK may accept the Order within five (5) Business Days of receipt, and the Order shall lapse if it is not accepted within that period.

3.1.3 A Contract comes into existence only when ALPHA LASER UK accepts the Order, either by issuing an Order Confirmation (including by email) or by commencing performance of the Contract Services, whichever occurs first. An Order Confirmation constitutes binding acceptance unless ALPHA LASER UK states otherwise in it.

3.1.4 Where ALPHA LASER UK has expressly issued a binding Quotation, the Customer may accept it within five (5) Business Days of receipt, or within any different acceptance period stated in the Quotation.

3.1.5 If the Customer's Order differs from a Quotation issued by ALPHA LASER UK, combines items from different Quotations, or is received after the acceptance period has expired, the Order constitutes a new offer by the Customer, to which clause 3.1.3 applies.

4. Contract Services and Performance

4.1 The subject matter of the Contract is the Contract Services listed in ALPHA LASER UK's Quotation or Order Confirmation.

4.2 The Contract Services may in particular comprise: (a) the sale, delivery, installation and commissioning of laser welding technology, laser systems and laser welding and machine accessories (hardware and software); (b) the supply of welding wire, spare parts, trading goods and used equipment; (c) consultancy services, in particular in connection with ALPHA LASER products; (d) service and repair services for ALPHA LASER products; and (e) other services such as sample and trial part production, maintenance services or training.

4.3 ALPHA LASER UK may engage third parties (including other members of the ALPHA LASER Group) to perform the Contract Services without the Customer's consent. ALPHA LASER UK remains responsible for the performance of the Contract Services.

4.4 ALPHA LASER UK performs Services with reasonable skill and care and in accordance with good industry practice applicable at the time of performance.

4.5 The details of performance — such as objective, subject matter, scope, content, location and the professional and technical framework — are as set out in ALPHA LASER UK's Quotation or Order Confirmation and/or a separate service description agreed between the Parties.

5. Export Control, Sanctions and End Use

5.1 Performance of the Contract by ALPHA LASER UK is subject to the condition that no impediment arises from any applicable national or international export control, sanctions, customs or import law, including the Export Control Act 2002, the Export Control Order 2008, the assimilated Council Regulation (EC) No 428/2009 as it applies in Great Britain, Regulation (EU) 2021/821 as it applies in Northern Ireland, the Sanctions and Anti-Money Laundering Act 2018 and regulations made under it, and any equivalent measures of the European Union, the United States of America or any other relevant jurisdiction.

5.2 ALPHA LASER UK shall not be in breach of the Contract, and shall have no liability to the Customer, to the extent that performance is prevented, delayed or restricted by any such impediment, including where any necessary export, transfer or import licence is refused, revoked, delayed or made subject to conditions which ALPHA LASER UK considers unacceptable. ALPHA LASER UK may in such circumstances suspend performance or terminate the Contract by written notice without liability.

5.3 The Customer shall not, directly or indirectly, export, re-export, transfer, sell, supply or otherwise make available any Goods, software, technology or technical data supplied under a Contract: (a) to any destination, person or entity in breach of any applicable export control or sanctions law; (b) to any person or entity subject to restrictive measures under any such law; or (c) for any use connected with nuclear, chemical or biological weapons, missile technology, or any other military end use, in each case where such use would require a licence which the Customer has not obtained.

5.4 The Customer shall, on request, promptly provide ALPHA LASER UK with all information, documentation and end-user undertakings reasonably required by ALPHA LASER UK or by any competent authority in connection with export control, sanctions or customs compliance, and shall promptly notify ALPHA LASER UK of any change to the end-user, end-use or final destination of the Goods, software, technology or technical data supplied under the Contract.

5.5. To the extent that any Goods, software, technology or technical data supplied under the Contract are subject to United States export control laws or regulations, including the Export Administration Regulations (EAR), the Customer shall comply with all applicable re-export, transfer and end-use restrictions and shall not take any action which would cause ALPHA LASER UK or any member of the ALPHA LASER Group to be in breach of such requirements.

5.6 The Customer shall indemnify ALPHA LASER UK, on demand, against all liabilities, fines, penalties, losses, damages, costs and expenses (including reasonable legal costs) suffered or incurred by ALPHA LASER UK arising out of or in connection with any breach by the Customer of this clause 5.

6. Customer's Obligations to Cooperate; Indemnity

6.1 The Customer shall, at its own cost, take all necessary cooperative actions in good time to enable ALPHA LASER UK to perform the Contract Services properly and on time. In particular, the Customer shall:

6.1.1 provide ALPHA LASER UK with all information necessary for the performance of the Contract Services in an appropriate manner and form (in digital form unless ALPHA LASER UK specifies otherwise);

6.1.2 provide safe access to all premises, facilities, services and equipment necessary for the performance of the Contract Services, including a suitable installation environment and the electrical supply, extraction, shielding and other site conditions specified by ALPHA LASER UK; and

6.1.3 draw ALPHA LASER UK's attention without delay to any special features of, concerns about, or differences of opinion regarding, the Contract Services.

6.2 The Customer is responsible for ensuring that all information it provides is complete and accurate. ALPHA LASER UK and any third parties engaged by it may use and rely on all information provided by the Customer without verification.

6.3 If the Customer fails to comply with its obligations to cooperate: (a) the Customer shall bear all resulting disadvantages and additional costs; and (b) ALPHA LASER UK shall not be responsible for any resulting defects in, or delays to, performance. ALPHA LASER UK's other rights and remedies remain unaffected.

6.4 The Customer shall indemnify ALPHA LASER UK, on demand, against all claims made by third parties against ALPHA LASER UK arising from any breach of the Contract or of any duty owed to ALPHA LASER UK by the Customer, including the reasonable costs incurred by ALPHA LASER UK in defending any such claim (court fees, legal fees and other reasonable consultancy or expert costs).

7. Laser Safety, Product Compliance and Training

7.1 The Customer acknowledges that the Goods incorporate high-power laser sources which are capable of causing serious injury, including permanent eye damage and burns, and of causing fire, if used other than in accordance with the operating instructions and applicable safety requirements.

7.2 The Customer shall, at its own cost, from the time of delivery and for so long as it possesses or operates the Goods:

7.2.1 comply with all applicable health and safety legislation and guidance in relation to the operation of the Goods, including the Health and Safety at Work etc. Act 1974, the Provision and Use of Work Equipment Regulations 1998 and the Control of Artificial Optical Radiation at Work Regulations 2010 (or, where the Goods are used outside Great Britain, the equivalent local requirements);

7.2.2 carry out and keep under review a suitable and sufficient risk assessment in respect of the operation of the Goods, and implement the control measures identified by it, including any laser-controlled area, interlocks, screening, warning signage and personal protective equipment specified in the operating instructions;

7.2.3 appoint a competent person to be responsible for laser safety in relation to the Goods, and ensure that the Goods are operated, maintained and serviced only by personnel who have been adequately trained and are competent to do so;

7.2.4 ensure that all persons who operate the Goods have read and understood the operating instructions and any safety information supplied with the Goods; and

7.2.5 not remove, disable, modify or circumvent any guard, interlock, filter, shutter, key switch, warning label or other safety device fitted to or supplied with the Goods.

7.3 Where ALPHA LASER UK provides training, the Customer shall ensure that the personnel nominated to receive it are suitably qualified and available at the agreed times. Training does not transfer to ALPHA LASER UK any responsibility for the Customer's compliance with clause 7.2.

7.4 ALPHA LASER UK warrants that, at the time the Goods are placed on the market in Great Britain, the Goods will comply in all material respects with the applicable requirements of the Supply of Machinery (Safety) Regulations 2008 and will bear the appropriate conformity marking (which may be a CE marking, for so long as CE marking continues to be recognised in Great Britain for such goods, or a UKCA marking), and that ALPHA LASER UK will supply the relevant declaration of conformity and operating instructions in English.

7.5 The Customer shall not place the Goods on the market in any other jurisdiction, or supply them to any third party, without first satisfying itself that the Goods and their documentation meet the requirements of that jurisdiction. The Customer is solely responsible for any modification it makes to the Goods and for the conformity of any assembly, line or installation of which the Goods form part.

7.6 Nothing in this clause 7 limits ALPHA LASER UK's obligations under clause 16.1.

8. Delivery; Transfer of Risk; Import and Customs

8.1 The applicable Incoterm (Incoterms® 2020) shall be stated in the Quotation or Order Confirmation. Where ALPHA LASER UK is responsible for arranging transportation, the Goods shall be delivered to the delivery address specified by the Customer. Unless otherwise agreed, such address shall also be the place for any subsequent remedial performance.

8.2 At the Customer's request and cost, ALPHA LASER UK will arrange shipment of the Goods to another destination. Unless otherwise agreed, ALPHA LASER UK may itself determine the mode of shipment (in particular the carrier, route and packaging). In that case ALPHA LASER UK is responsible only for the timely and proper handover of the Goods to the carrier and is not responsible for delays caused by the carrier.

8.3 The Customer is responsible for taking out transport insurance at its own cost.

8.4 Except to the extent required by applicable law, ALPHA LASER UK is not obliged to take back any packaging. The disposal of packaging, including transport packaging, shall be the responsibility of and at the cost and risk of the Customer.

8.5 ALPHA LASER UK may make partial and/or early deliveries provided this does not unreasonably disadvantage the Customer. Where ALPHA LASER UK elects to make a partial or early delivery, the Customer shall not be required to bear any carriage or handling costs in excess of those it would have borne had a single delivery been made.

8.6 The transfer of risk shall be governed by the Incoterm (Incoterms® 2020) agreed between the parties and stated in the Quotation or Order Confirmation. If no Incoterm has been agreed, risk of loss of or damage to the Goods shall pass to the Customer upon handover of the Goods to the Customer or, where the Goods are shipped, upon handover to the carrier. Handover shall be deemed to have occurred if the Customer fails or refuses to take delivery when the Goods are made available.

8.7 Where the place of delivery is in the United Kingdom and the Goods are imported into the United Kingdom by ALPHA LASER UK, ALPHA LASER UK shall act as importer of record and shall bear any customs duty and import VAT arising on that importation. Where the Goods are delivered to the Customer at a place outside the United Kingdom, or the agreed Incoterm makes the Customer responsible for importation, the Customer shall act as importer of record and shall bear all customs duties, import taxes, clearance charges and other public charges arising, and shall promptly provide

ALPHA LASER UK with evidence of export or removal in the form ALPHA LASER UK reasonably requires.

9. Acceptance of Works

9.1 This clause 9 applies where the Contract Services include Works.

9.2 ALPHA LASER UK may require the Customer to accept part of the Works where this is reasonable for the Customer, in particular where the relevant part is complete in itself.

9.3 The Customer shall accept the Works (or the relevant part) within two (2) weeks of ALPHA LASER UK's request for acceptance. The Works are deemed accepted if the Customer does not, within that period, refuse acceptance in writing identifying at least one material defect. ALPHA LASER UK shall state in its request for acceptance that acceptance will be deemed to occur if the Customer does not respond within that period.

9.4 The Works are also deemed accepted if the Customer puts them into productive use before acceptance, save in respect of any defect notified in accordance with clause 15.

10. Failure to Take Delivery; Delays Attributable to the Customer

10.1 If the Customer fails to take delivery of, or to accept, the Contract Services when required, fails to cooperate, or otherwise delays performance of the Contract for reasons for which it is responsible, ALPHA LASER UK may charge liquidated damages of zero point two per cent (0.2%) of the net invoice amount of the affected Contract Services for each Business Day of the delay, up to a maximum of five per cent (5%) of that net invoice amount.

10.2 The Parties agree that the liquidated damages in clause 10.1 are a reasonable and proportionate protection of ALPHA LASER UK's legitimate interest in the timely completion of delivery and acceptance, having regard to the storage, insurance, handling, working capital and administrative costs which ALPHA LASER UK is likely to incur, and that they are not extravagant or unconscionable in comparison with that interest.

10.3 The liquidated damages in clause 10.1 are ALPHA LASER UK's sole financial remedy in respect of the storage and holding costs arising from the delay itself. They do not limit or affect any other right or remedy of ALPHA LASER UK, including its right to require payment of the price, its right to claim damages for any other breach of the Contract, and its right to terminate under clause 18.

11. Performance Dates and Deadlines; Delay

11.1 Dates and deadlines indicated by ALPHA LASER UK for performance of the Contract Services are approximate estimates only, and time of performance shall not be of the essence, unless ALPHA LASER UK has expressly promised, or the Parties have expressly agreed in writing, a fixed date or deadline. This applies in particular to any delivery dates shown in an online shop.

11.2 ALPHA LASER UK may require agreed dates and deadlines to be extended or postponed by the period during which the Customer fails to fulfil its contractual obligations to ALPHA LASER UK, in particular by failing to provide the required cooperation. ALPHA LASER UK's other rights arising from the Customer's default remain unaffected.

11.3 If it becomes apparent to ALPHA LASER UK that it will be unable to meet a binding date or deadline, it will inform the Customer without delay and notify the expected new date or deadline. Subject to clause 16, ALPHA LASER UK shall not be liable for postponement of dates or deadlines where the cause is beyond its reasonable control; in particular, ALPHA LASER UK shall not be responsible for postponements caused by (a) late delivery to ALPHA LASER UK by its own suppliers, provided ALPHA LASER UK had placed a corresponding back-to-back order with that supplier in good time, or (b) circumstances beyond the reasonable control of both ALPHA LASER UK and its suppliers.

11.4 The Customer's rights under clause 14 and its claims for damages (subject to clause 16) remain unaffected, as do the Parties' rights at law where the Contract is frustrated or performance becomes impossible.

12. Retention of Title

12.1 Title to Goods delivered to the Customer (“Retained Goods”) remains with ALPHA LASER UK until ALPHA LASER UK has received in full (in cash or cleared funds) all sums due to it from the Customer, whether under the relevant Contract or any other contract between the Parties, existing at the time the Contract is concluded or arising afterwards.

12.2 Until title passes, the Customer shall: (a) hold the Retained Goods as bailee for ALPHA LASER UK; (b) store the Retained Goods separately from all other goods and so that they remain readily identifiable as ALPHA LASER UK's property; (c) handle the Retained Goods with due care, keep them in satisfactory condition, and carry out any necessary maintenance or inspection work in good time at its own cost; (d) insure the Retained Goods at its own cost against fire, water and theft for their full replacement value; and (e) not pledge, charge or grant security over the Retained Goods.

12.3 For as long as the Customer is not in default of payment to ALPHA LASER UK, it may use the Retained Goods, and resell them as principal in the ordinary course of its business at arm's length. The Customer's right to use and resell the Retained Goods terminates automatically if the Customer defaults on any payment to ALPHA LASER UK or if any of the events in clause 18.2 occurs in relation to the Customer.

12.4 If, before title has passed, the Customer defaults on any payment or any of the events in clause 18.2 occurs, ALPHA LASER UK may at any time require the Customer to deliver up the Retained Goods and, if the Customer fails to do so promptly, enter (and the Customer irrevocably licenses ALPHA LASER UK to enter) any premises of the Customer or of any third party where the Retained Goods are stored in order to recover them. The Customer bears the transport costs of the return of the Retained Goods.

12.5 Repossession of the Retained Goods does not of itself terminate the Contract. ALPHA LASER UK may resell repossessed Retained Goods and shall credit the proceeds of sale, after deducting the reasonable costs of the resale, against the sums owed by the Customer.

12.6 If a third party takes or threatens to take any step to levy distress, execution or other legal process against the Retained Goods, or otherwise interferes with them, the Customer shall inform that third party of ALPHA LASER UK's ownership and notify ALPHA LASER UK in writing without delay so that ALPHA LASER UK can enforce its ownership rights. To the extent that the third party does not reimburse the costs ALPHA LASER UK incurs in this connection, the Customer shall reimburse them.

12.7 Title to Retained Goods that are incorporated into, processed with, or irreversibly mixed with other goods so that they cease to exist as separate goods shall pass to the Customer at that point; the Customer's payment obligations, and ALPHA LASER UK's rights and remedies in respect of them, are unaffected.

13. Prices, Payment Terms, VAT and Set-off

13.1 General provisions on prices and payment

13.1.1 The Customer shall pay the price stated in ALPHA LASER UK's Quotation or Order Confirmation for the Contract Services.

13.1.2 Unless stated otherwise, all prices are in pounds sterling (GBP) and are exclusive of value added tax.

13.1.3 If the total net order value of Goods ordered by the Customer is less than £70, ALPHA LASER UK reserves the right to charge a processing fee of £15 net in addition to the price. Clause 13.2 also applies to this fee.

13.1.4 ALPHA LASER UK grants discounts only where specifically agreed in writing.

13.1.5 Unless stated otherwise, prices are exclusive of ancillary costs, in particular the costs of proper packaging, customs, transport (including any transport insurance), travel (including accommodation and expenses), supplements for overtime and for late, night, Sunday and public holiday working, and supplements for work carried out in difficult or hazardous conditions.

13.1.6 The Customer may request packaging and shipment of the Goods when placing an Order. ALPHA LASER UK will state the price for packaging and shipment to the delivery address specified by the Customer in its Quotation or will notify it on request.

13.1.7 Where hourly rates are agreed, the Customer owes one quarter of the agreed hourly rate for each period of fifteen (15) minutes or part of it. Where daily rates are agreed, a working day of eight (8) hours is the basis of charging. ALPHA LASER UK charges supplements for work outside normal working hours (night, Sunday and public holiday working). Travel and waiting time count as working time.

13.1.8 In the case of partial deliveries or partial performance, ALPHA LASER UK may invoice and require payment for the part performed.

13.1.9 Unless the Parties have agreed otherwise or a different payment term is stated in the Order Confirmation, invoices are payable within fourteen (14) calendar days of the invoice date, without any need for a reminder. Time of payment is of the essence.

13.1.10 If the Customer fails to pay any sum by the due date, ALPHA LASER UK may charge statutory interest and fixed sum compensation on the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, together with the reasonable costs of recovering the debt. ALPHA LASER UK reserves the right to claim any further loss caused by the delay.

13.1.11 Payment other than in cash is made only when the amount is unconditionally credited in cleared funds to ALPHA LASER UK's account.

13.1.12 If the Customer fails to meet a payment obligation, or fails to meet it properly or on time, or if circumstances become known which cast reasonable doubt on the Customer's creditworthiness, ALPHA LASER UK may declare all outstanding sums owed by the Customer immediately due and payable. The same applies if the Customer ceases, or threatens to cease, to carry on business in the ordinary course, or if any of the events in clause 18.2 occurs in relation to the Customer.

13.1.13 The Customer shall pay all sums due under a Contract in full without any set-off, counterclaim, deduction or withholding, except as required by law. The Customer may set off against sums due to ALPHA LASER UK only where the Customer's counterclaim is admitted by ALPHA LASER UK in writing or has been finally determined by a court or tribunal of competent jurisdiction. In the event of defects, the Customer's rights under clause 14 (including clause 14.14) remain unaffected.

13.1.14 If, after the Contract is concluded, it becomes apparent (for example, through the presentation of a winding-up petition or the filing of a notice of intention to appoint an administrator) that ALPHA LASER UK's right to payment is jeopardised by the Customer's inability to perform, ALPHA LASER UK may suspend performance and require payment or adequate security in advance and, if payment or security is not provided within a reasonable period set by ALPHA LASER UK, terminate the Contract. ALPHA LASER UK may terminate immediately where the Contract concerns the production of bespoke items (one-off productions).

13.2 Value added tax and other public charges

13.2.1 All sums payable under a Contract are exclusive of value added tax, which the Customer shall pay in addition at the applicable rate on receipt of a valid VAT invoice.

13.2.2 Where any supply under a Contract is treated as zero-rated on the basis that the Goods are exported or removed from the United Kingdom, the Customer shall, at its own cost, procure that the Goods are exported or removed within the time limits prescribed by HM Revenue & Customs and shall provide ALPHA LASER UK with valid documentary evidence of export or removal within the period ALPHA LASER UK specifies. If the Customer fails to do so, or if HM Revenue & Customs subsequently determines that the supply was not zero-rated, the Customer shall on demand pay ALPHA LASER UK an amount equal to the VAT, together with any interest and penalties charged to ALPHA LASER UK.

13.2.3 Except as provided in clause 8.7, all customs duties, import taxes, levies and other public charges arising in connection with a Contract shall be borne by the Customer.

13.2.4 If the Customer is required by law to make any withholding or deduction from a payment, the sum payable shall be increased so that ALPHA LASER UK receives the amount it would have received had no withholding or deduction been made.

14. Warranty

14.1 ALPHA LASER UK warrants that, on delivery and for the applicable warranty period set out in clauses 14.2 to 14.4, the Goods will conform in all material respects to their agreed description and will be free from material defects in materials and workmanship, and that Works will be performed with reasonable skill and care.

14.2 The warranty period is twelve (12) months from the Warranty Start Date, except as provided in clauses 14.3 and 14.4.

14.3 For Goods using the “Nd:YAG” laser type, the warranty period is twelve (12) months from the Warranty Start Date or 1,500 operating hours, whichever occurs first.

14.4 For Goods using the “fibre laser” type, the warranty period is twenty-four (24) months from the Warranty Start Date.

14.5 The “Warranty Start Date” is the date of delivery of the Goods or, if earlier, the date falling three (3) months after ALPHA LASER UK notifies the Customer (for example by email) that the Goods are ready for dispatch. The warranty period does not restart, and is not extended, where ALPHA LASER UK repairs, replaces or re-performs, whether as a gesture of goodwill or under a legal obligation.

14.6 The warranty in clause 14.3 does not apply to wear parts, fuses, consumables, filters or laser lamps, or to defects or malfunctions attributable to misuse of the Goods by the Customer, its operating personnel or third parties.

14.7 The warranty in clause 14.4 does not apply to external fibres, optics or external optical surfaces, or to defects resulting from misuse of the Goods (including failure to observe the operating instructions and precautions in the user manual), contamination of external optical surfaces, modifications or interventions not authorised by ALPHA LASER UK, or unauthorised opening of the Goods by the Customer, its operating personnel or third parties.

14.8 Where the Contract Services include the delivery of a logbook, the warranties in clauses 14.3 and 14.4 apply only if the Customer maintains the logbook completely and properly and provides evidence of this to ALPHA LASER UK when reporting a defect. The logbook is properly maintained if all entries required by ALPHA LASER UK — in particular regarding maintenance and repair measures — are made completely, traceably and promptly.

14.9 The warranties in clauses 14.3 and 14.4 lapse on the opening of a seal on, or any intervention in the relevant system of, the Goods by the Customer, its operating personnel or third parties without ALPHA LASER UK's prior written consent.

14.10 In the case of Goods with digital elements or other digital content, ALPHA LASER UK is obliged to provide and, where applicable, update the digital content only to the extent expressly agreed between the Parties. ALPHA LASER UK accepts no liability for public statements made by third parties.

14.11 Where Goods or Works are defective, ALPHA LASER UK shall, at its option, remedy the defect by repair or by delivering defect-free Goods or producing a defect-free Work. The Customer shall give ALPHA LASER UK the time and opportunity reasonably necessary for the remedial performance owed. ALPHA LASER UK may make remedial performance conditional on the Customer paying the sums then due, save that the Customer may retain a part of the price which is proportionate to the defect.

14.12 Remedial performance does not include the removal, dismantling or de-installation of the defective item, or the installation, fitting or assembly of a defect-free item, unless ALPHA LASER UK was originally obliged to perform those services.

14.13 Where a defect exists, ALPHA LASER UK shall bear the expenses necessary for inspection and remedial performance, in particular reasonable transport, travel, labour and material costs. The Customer shall reimburse ALPHA LASER UK for the costs (in particular inspection and transport costs) of any request to remedy a defect where no defect in fact existed and the Customer knew, or ought reasonably to have known, that no defect existed.

14.14 If repair or replacement fails, or is not provided within a reasonable period set by the Customer, or if setting such a period can reasonably be dispensed with, the Customer may reduce the price proportionately or, provided the defect is not merely insignificant, terminate the Contract in respect of the defective Contract Services.

14.15 The Customer has no warranty claims in respect of: (a) defects of which it was aware at the time the Contract was concluded, or of which it ought reasonably to have been aware, unless ALPHA LASER UK deliberately concealed the defect or gave an express guarantee of quality; (b) defects caused by unsuitable or improper use, incorrect commissioning, fair wear and tear, incorrect or negligent handling, excessive strain or improper maintenance of the Goods or Works, or by modifications made without ALPHA LASER UK's express consent; (c) defects caused by the Customer's failure to comply with clause 7; or (d) defects attributable to specifications, materials or instructions provided by the Customer.

14.16 Even where a defect exists, the Customer's claims for damages or reimbursement of wasted expenditure are subject to clause 16 and are otherwise excluded.

14.17 Where the subject of the Contract is the provision of Services other than Works, ALPHA LASER UK undertakes to perform them with reasonable skill and care but does not warrant that any particular result will be achieved.

14.18 Subject to clause 16.1, and save for the express warranties given in these Conditions (which replace them), all conditions, warranties and other terms implied by statute or common law — including those implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 and 13 of the Supply of Goods and Services Act 1982 — are, to the fullest extent permitted by law, excluded from the Contract.

14.19 Subject to clause 16.1, the rights and remedies set out in this clause 14 are the Customer's sole and exclusive rights and remedies in respect of any defect in, or non-conformity of, the Contract Services.

15. Customer's Duty to Inspect and Notify

15.1 It is a condition of the Customer's rights under clause 14 in respect of Goods that the Customer inspects the Goods promptly on delivery and complies with this clause 15.

15.2 Goods intended for installation or further processing must in all cases be inspected before installation or processing.

15.3 If a defect becomes apparent on delivery, on inspection or at any later time, the Customer must notify ALPHA LASER UK in writing (for example by email) without delay, giving reasonable particulars of the defect. In any case, defects which are apparent on reasonable inspection must be notified within ten (10) Business Days of delivery, and defects which are not so apparent within ten (10) Business Days of the date on which the Customer discovered, or ought reasonably to have discovered, them.

15.4 The Customer shall, on request, give ALPHA LASER UK a reasonable opportunity to examine the Goods said to be defective before the Customer uses, alters or disposes of them.

15.5 If the Customer fails to inspect the Goods properly and/or to give notice of defects in accordance with this clause 15, the Goods are deemed accepted in respect of the defect concerned and the Customer loses its rights under clause 14 in respect of it. This does not apply where ALPHA LASER UK has deliberately concealed a defect.

16. Liability

16.1 Nothing in these Conditions excludes or limits either Party's liability for: (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); (d) liability under Part I of the Consumer Protection Act 1987; or (e) any other liability which cannot be excluded or limited by law.

16.2 Subject to clause 16.1, ALPHA LASER UK shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, for: (a) loss of profits; (b) loss of revenue or sales; (c) loss of business or contracts; (d) loss of production or loss of use; (e) loss of anticipated savings; (f) loss of or damage to goodwill or reputation; (g) loss or corruption of software, data or information; or (h) any indirect or consequential loss, in each case whether direct or indirect and in each case arising under or in connection with a Contract.

16.3 Subject to clauses 16.1 and 16.2, ALPHA LASER UK's total aggregate liability to the Customer arising under or in connection with a Contract, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, shall not exceed one hundred per cent (100%) of the price paid or payable by the Customer under that Contract.

16.4 Nothing in clause 16.2 or 16.3 limits the Customer's obligation to pay sums properly due under a Contract, or the Customer's liability under the indemnities in clauses 5.5 and 6.4.

16.5 The Customer shall be responsible for satisfying itself that the Contract Services are suitable for its intended purposes, save to the extent that ALPHA LASER UK has confirmed a particular purpose in writing.

16.6 The limitations and exclusions in this clause 16 also apply in favour of ALPHA LASER UK's employees, agents, subcontractors and other members of the ALPHA LASER Group, each of whom may enforce this clause 16 under the Contracts (Rights of Third Parties) Act 1999.

16.7 This clause 16 survives termination of the Contract.

17. Time Limits for Claims

17.1 Subject to clause 17.3, ALPHA LASER UK has no liability for any defect in Goods or Works which is first notified to it after the expiry of the applicable warranty period determined under clauses 14.2 to 14.5.

17.2 Subject to clause 17.3, any other claim by the Customer arising under or in connection with a Contract must be notified to ALPHA LASER UK in writing, with reasonable particulars, within twelve (12) months of the date on which the Customer became aware, or ought reasonably to have become aware, of the circumstances giving rise to the claim, failing which the claim is barred.

17.3 This clause 17 does not apply to the liabilities described in clause 16.1, which are subject only to the limitation periods prescribed by law.

18. Termination

18.1 Either Party may terminate a Contract with immediate effect by written notice to the other Party if the other Party commits a material breach of the Contract and (where the breach is capable of remedy) fails to remedy it within thirty (30) days of written notice requiring it to do so.

18.2 ALPHA LASER UK may terminate a Contract with immediate effect by written notice if the Customer: (a) suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; (b) enters into negotiations for, or proposes or enters into, any compromise or arrangement with its creditors; (c) is the subject of a petition, notice, resolution or order for or in connection with its winding-up, or of an application or notice for the appointment of an administrator, or an administrator, administrative receiver or receiver is appointed over it or its assets; or (d) suffers any event analogous to (a) to (c) in any jurisdiction.

18.3 The Customer has no right to terminate or cancel a Contract for convenience. Any cancellation of an Order by the Customer requires ALPHA LASER UK's written consent and may be made conditional on the Customer compensating ALPHA LASER UK for the costs, expenses and losses it has incurred, including in respect of bespoke items and materials ordered.

18.4 The Customer may terminate a Contract on the ground of a defect only where the defect is not merely insignificant, and otherwise in accordance with clause 14.14.

18.5 Termination of a Contract does not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination. On termination, all sums owed by the Customer to ALPHA LASER UK under the Contract become immediately due and payable, and clauses which expressly or by implication survive termination — including clauses 5, 7, 12, 16, 17, 20, 21, 22 and 24 — continue in full force and effect.

19. Force Majeure

19.1 A Party affected by a Force Majeure Event is released from its obligations under the Contract (other than payment obligations in respect of Contract Services already performed) for the duration, and to the extent, of the effects of the Force Majeure Event.

19.2 A “Force Majeure Event” means any event or circumstance which prevents a Party from performing one or more of its obligations under the Contract, if and to the extent that the affected Party demonstrates that: (a) the impediment is beyond its reasonable control; (b) the impediment could not reasonably have been foreseen at the time the Contract was concluded; and (c) the effects of the impediment could not reasonably have been avoided or overcome by the affected Party. Where the affected Party demonstrates that the condition in (c) is met, the following events are presumed to satisfy conditions (a) and (b): (i) war (whether declared or not), hostilities, invasion, acts of foreign enemies or large-scale military mobilisation; (ii) civil war, riot, rebellion, revolution, military or usurped power, insurrection, acts of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargoes and sanctions; (iv) lawful or unlawful acts of authority, compliance with any law or governmental order, expropriation, seizure of works, requisition or nationalisation; (v) plague, epidemic, natural disaster or extreme natural event, and governmental orders relating to such events; (vi) explosion, fire, destruction of equipment, or prolonged failure of transport, telecommunications, information systems or energy; and (vii) general labour disturbance such as boycott, strike and lock-out, go-slow, or occupation of factories and premises.

19.3 Where a Party fails to perform an obligation because of a failure by a third party whom it has engaged to perform the Contract in whole or in part, that Party may rely on this clause 19 only to the extent that the Force Majeure Event affects both that Party and the third party.

19.4 The affected Party must notify the other Party in writing (for example by email) without delay after becoming aware of a Force Majeure Event, giving details of the event, its expected duration and the extent of its effects. Each Party shall use all reasonable endeavours to prevent or mitigate the Force Majeure Event and to resume performance of its affected obligations as soon as possible.

19.5 Either Party may terminate the Contract by written notice if a Force Majeure Event continues for longer than three (3) months.

20. Intellectual Property; Software; Third-Party Rights

20.1 All intellectual property rights and all other rights in and to the Contract Services, the Goods, the ALPHA LASER Technology and the ALPHA LASER Software are owned by ALPHA LASER GmbH and/or its licensors. ALPHA LASER UK is authorised to market, supply and license the Contract Services, Goods, ALPHA LASER Technology and ALPHA LASER Software on behalf of, or under licence from, ALPHA LASER GmbH. The Customer may use the Contract Services for their intended purpose and, in the case of Goods, resell them. Beyond this, no rights are granted to the Customer in the Contract Services, and in particular no rights in the ALPHA LASER Technology.

20.2 Clause 20.1 also applies where the Contract Services consist of custom developments or adaptations for the Customer. In that case the Customer is, in particular, not entitled to have products based on ALPHA LASER UK's Contract Services manufactured by third parties.

20.3 The Customer shall not apply for any intellectual property rights using the ALPHA LASER Technology. The ALPHA LASER Technology constitutes Confidential Information of ALPHA LASER UK and ALPHA LASER GmbH within the meaning of clause 21

20.4 Where the Customer combines the Contract Services with its own products (“Combined Products”), this does not create any further rights of the Customer in the Contract Services. Any combination which leads to the creation of, or an application for, new intellectual property rights based on the Combined Product which cannot be exploited or applied for separately requires ALPHA LASER UK's written consent. If the Customer makes such a combination without consent, the Customer grants ALPHA LASER UK/ALPHA LASER GmbH an exclusive, worldwide, royalty-free licence to use the technology contained in the Combined Product. The Customer is solely responsible for ensuring that Combined Products do not infringe third-party rights.

20.5 Where documentation forms part of the Contract Services, ALPHA LASER UK grants the Customer a non-exclusive, non-transferable right to use it in connection with the relevant Contract Services. Any other use, in particular reproduction, is prohibited.

20.6 Where software forms part of the Contract Services (“ALPHA LASER Software”), ALPHA LASER UK grants the Customer only the right to use it in unmodified form and exclusively together with the relevant Contract Services. In particular, and without limiting the foregoing, the Customer shall not: (a) use the ALPHA LASER Software or its source code, or any part of either, for any purpose other than the contractual use of the Contract Services; (b) distribute, sell, resell, lease, rent, lend, sublicense, assign or otherwise transfer the ALPHA LASER Software or its source code, or any part of either, to third parties without ALPHA LASER UK's prior written consent; (c) disclose or make available the ALPHA LASER Software or its source code, or any part of either, to third parties or allow third parties access to them; (d) modify, supplement, alter or adapt the ALPHA LASER Software; (e) reverse engineer, decompile, disassemble or translate the ALPHA LASER Software or any part of it, or any data formats forming part of it, or otherwise attempt to discover its source code, except as permitted under clause 20.7; (f) make copies of the ALPHA LASER Software or its source code or any part of either, except one copy for back-up purposes; (g) use the ALPHA LASER Software or its source code or any part of either to develop a competing product or service; (h) disable, modify or circumvent any licence management system or security mechanism provided with the ALPHA LASER Software; or (i) remove, alter or conceal any proprietary or copyright notices, trade marks or other distinctive signs of ALPHA LASER UK, ALPHA LASER GmbH, other members of the ALPHA LASER Group or third-party providers. These restrictions apply to the source code whether or not it is accessible to the Customer within the ALPHA LASER Software.

20.7 The Customer's rights under sections 50A, 50B (decompilation), 50BA (observing, studying and testing) and 296A of the Copyright, Designs and Patents Act 1988 remain unaffected, subject to the following: (a) the Customer may decompile the ALPHA LASER Software pursuant to section 50B only after first requesting the information necessary to achieve interoperability from ALPHA LASER UK in

writing and only if ALPHA LASER UK does not provide that information within two (2) weeks; and (b) the Parties shall first enter into an appropriate non-disclosure agreement.

20.8 The Customer may sell the ALPHA LASER Software together with a product on which it is installed. In that case the Customer shall not retain any copies of the ALPHA LASER Software or any part of it.

20.9 The Customer shall not use the ALPHA LASER Technology and/or the ALPHA LASER Software, in whole or in part, in any way to train, develop or improve artificial intelligence systems (including machine learning, deep learning, large language models or comparable technologies) or to enable third parties to do so. This includes use to generate training data for artificial intelligence systems.

20.10 Where the Customer requests changes to the Contract Services, makes suggestions for improvement or makes other contributions relating to the Contract Services (together “Customer Contributions”), ALPHA LASER UK may make the Customer Contributions available to its other customers. To the extent that Customer Contributions contain suggestions for improvement, the Customer grants ALPHA LASER UK, for itself and on behalf of ALPHA LASER GmbH and other members of the ALPHA LASER Group, an irrevocable, non-exclusive, transferable, sublicensable, perpetual, worldwide and royalty-free right to use them, including the right to reproduce, distribute, communicate and make them available to the public, to adapt them, and to transfer or sublicense these rights to third parties.

20.11 If the contractual use of a Contract Service is impaired by third-party intellectual property rights, ALPHA LASER UK may, at its option, either procure the necessary rights, provide the Customer with an equivalent alternative solution or, if neither is possible with reasonable effort, terminate the Contract on refunding the price paid for the affected Contract Services. ALPHA LASER UK will indemnify the Customer against third-party claims to the extent that ALPHA LASER UK is responsible for the infringement, subject to clause 16 and on condition that the Customer: (a) informs ALPHA LASER UK without delay of the assertion of the claim; (b) takes no step which prejudices ALPHA LASER UK's position (such as an admission) and, in particular, does not enter into any settlement without ALPHA LASER UK's written consent; and (c) leaves the conduct of the defence to ALPHA LASER UK (including the selection, instruction and management of lawyers).

21. Confidentiality

21.1 The Customer shall keep ALPHA LASER UK's Confidential Information confidential in accordance with this clause 21.

21.2 “Confidential Information” means any information, in any form or medium, disclosed to the Customer by ALPHA LASER UK/other member of the ALPHA LASER Group or its directors, officers, employees or agents (together “Representatives”) at any time, or of which the Customer otherwise becomes aware in the course of the business relationship between the Parties, whether before or after the conclusion of a Contract, directly or indirectly, in writing, orally or by inspection of objects, and whether or not protected by an intellectual property right, which is either marked or identified as confidential or which a reasonable person in the Customer's position would understand to be confidential from the nature of the information or the circumstances of its disclosure.

21.3 Confidential Information does not include information which the Customer demonstrates: (a) was in the public domain or generally available to persons who customarily deal with information of that kind before its disclosure to the Customer; (b) becomes so available after disclosure, other than through an act or omission of the Customer; (c) was already lawfully in the Customer's possession, free of any obligation of confidence, at the time it became aware of the information in connection with the Contract; (d) was obtained by the Customer from a third party without breach of any confidentiality obligation; or (e) was independently developed by the Customer without use of or reference to the Confidential Information.

21.4 The Customer shall: (a) keep all Confidential Information strictly confidential and use it exclusively in connection with the business relationship with ALPHA LASER UK; and (b) take reasonable measures to protect the Confidential Information and to prevent its disclosure, unauthorised access and

unauthorised use — at least the measures it takes to protect its own confidential information of a similar kind, and in no event less than reasonable care. The Customer may disclose Confidential Information only to those of its employees and contractors who need to know it for the performance of the Contract and who are bound by confidentiality obligations at least equivalent to this clause 21, and the Customer is responsible for their compliance.

21.5 If the Customer is required to disclose Confidential Information by law, court order or regulatory requirement, it may disclose only the Confidential Information to which the obligation relates and shall, to the extent lawful, inform ALPHA LASER UK and, where the Confidential Information relates to ALPHA LASER GmbH, ALPHA LASER GmbH, of the disclosure without delay.

21.6 The Customer shall return Confidential Information to ALPHA LASER UK on request and, at the latest, on completion of the Contract Services without being asked, and shall permanently delete all files and other stored copies, save that copies required for documentation or regulatory purposes and routine backup copies may be retained, and remain subject to this clause 21.

21.7 The confidentiality obligations in this clause 21 continue without limit of time, save that they cease to apply to Confidential Information which enters the public domain as described in clause 21.3(b).

21.8 ALPHA LASER UK may name the Customer as a reference customer and use the Customer's name and logo for that purpose, provided that it does so in a manner which does not disparage the Customer and that it ceases to do so on the Customer's written request.

22. Data Protection

22.1 Each Party shall comply with its obligations under the Data Protection Legislation in connection with a Contract. “Data Protection Legislation” means the UK General Data Protection Regulation, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case as amended or replaced from time to time, and “personal data”, “processing”, “controller” and “processor” have the meanings given in it.

22.2 Each Party acts as an independent controller in respect of the personal data of the other Party's personnel which it processes for the purposes of performing and administering a Contract. Neither Party acts as a processor for the other in relation to that data.

22.3 ALPHA LASER UK processes personal data in accordance with its privacy notice, available at Data Protection The Customer shall make that privacy notice available to any of its personnel whose personal data it provides to ALPHA LASER UK. The Customer acknowledges that personal data may be transferred to and processed by ALPHA LASER GmbH and other members of the ALPHA LASER Group where necessary for the performance of the Contract, provided that such transfers are carried out in accordance with the applicable Data Protection Legislation.22.4 Where ALPHA LASER UK is required to process personal data on the Customer's behalf (for example where the Goods store operator or production data which constitutes personal data), the Parties shall enter into a separate written data processing agreement before that processing begins.

22.5 Each Party shall notify the other without undue delay if it becomes aware of a personal data breach affecting personal data processed in connection with a Contract and shall provide reasonable cooperation to the other in responding to it.

23. Notices, Variation, Assignment and General

23.1 Any notice given under or in connection with a Contract (for example the setting of a deadline, notification of defects, or notice of price reduction or termination) must be in writing (which includes email) and sent to the Notice Address or, in the case of a notice to the Customer, to the address or email address most recently notified by the Customer. A notice sent by email is deemed received at the time of transmission, provided no delivery failure notification is received; a notice delivered by hand is deemed received on delivery; and a notice sent by pre-paid first class post is deemed received at 9.00 am on the second Business Day after posting. This clause 23.1 does not apply to the service of

proceedings or other documents in any legal action. ALPHA LASER UK's right to require further evidence, in particular where there is doubt as to the authority of the person giving a notice, remains unaffected.

23.2 No variation of, addition to, or cancellation of a Contract after it has been concluded is effective unless it is in writing and signed (including by qualified electronic signature or via commonly used digital signature software such as DocuSign or Adobe Sign) by or on behalf of both Parties. This also applies to any variation of this clause 23.2.

23.3 The Customer shall not assign, transfer, charge, subcontract or deal in any other manner with any of its rights and obligations under the Contract without ALPHA LASER UK's prior written consent. This restriction does not apply to the assignment of monetary claims. ALPHA LASER UK may assign, transfer or subcontract any of its rights or obligations under the Contract to any member of the ALPHA LASER Group.

23.4 Except as expressly provided in clause 16.6, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

23.5 A failure or delay by a Party to exercise any right or remedy under the Contract or by law does not constitute a waiver of that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

23.6 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other, or authorise either Party to make or enter into any commitment for or on behalf of the other.

23.7 The Contract (including these Conditions and the relevant Quotation, Order and Order Confirmation) constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all previous agreements, promises, assurances, warranties, representations and understandings between them relating to it. Each Party agrees that it has no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract, and that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract. Nothing in this clause limits liability for fraud or fraudulent misrepresentation.

23.8 If any provision of the Contract is or becomes wholly or partly void, invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid and enforceable, and the validity and enforceability of the remaining provisions is unaffected. If such modification is not possible, the provision or part-provision shall be deemed deleted.

23.9 The Contract may be executed in any number of counterparts, each of which when executed constitutes a duplicate original, and all the counterparts together constitute one agreement.

24. Governing Law and Jurisdiction

24.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, is governed by and shall be construed in accordance with the law of England and Wales, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and of any conflict of law rules which would result in the application of another law.

24.2 Subject to clause 24.3, the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

24.3 Where the Customer is incorporated, or has its registered office or principal place of business, outside the United Kingdom, the following applies instead of clause 24.2: any dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the London Court of

International Arbitration, which Rules are deemed incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English.