

ORDER ACCEPTANCE

All orders are subject to acceptance by Pentair Residential Filtration, LLC ("PRF") or Pentair Filtration Solutions, LLC ("PFS"), as the case may be (PRF and PFS each, "Seller") and are not accepted by or binding upon Seller unless a signed, written notice of such acceptance is sent to the buyer ("Buyer") in writing or upon fulfillment of the order by Seller. These terms and conditions of sale are the only terms and conditions which govern the sale of goods ("Goods") and/or services ("Services") to Buyer. These terms and conditions, together with the information contained on the face of Seller's quote or order acknowledgment, whichever is sent by Seller later, shall constitute the entire agreement between the parties and may not be altered or modified except in writing duly executed by authorized representatives of each party. The parties agree there are no agreements, covenants, representations or warranties between them, oral or written, with respect to the Goods and/or Services sold or performed hereunder (including any made or implied from past dealings and/or course of performance) other than those expressed herein. No terms and conditions stated in, referenced in or attached to Buyer's communications to Seller, including, but not limited to, Buyer's purchase orders, the terms of which are hereby rejected by Seller, are applicable to these terms and conditions in any way and in no event shall Buyer's or any other terms and conditions be considered valid exceptions to these terms and conditions. Trade custom, trade usage and past performance are superseded by these terms and conditions and shall not be used to interpret these terms and conditions.

GOVERNING LAW; SOLE JURISDICTION AND VENUE

These terms and conditions and any quote, order or agreement subject to these terms and conditions shall be interpreted in accordance with the commonly understood meaning of the words and phrases hereof in the United States of America. These terms and conditions and any quote, order or other agreement or any dispute arising out of or related to the sale of the Goods or provision of Services by Seller shall be construed and governed according to the laws of the State of Wisconsin (for orders submitted to PRF) or Illinois (for orders submitted to PFS), without regard to conflicts of laws principles. It is the express intent and agreement of the parties that the United Nations Convention for the International Sale of Goods shall not apply to these terms and conditions or to purchase orders submitted hereunder. By placing an order for Goods and/or Services with Seller, Buyer irrevocably consents to (i) the service of process, pleadings and notices in accordance with, the laws of the State of Wisconsin or Illinois, respectively, and the federal laws of the United States of America, (ii) exclusive jurisdiction in Milwaukee County, Wisconsin or Cook County, Illinois, respectively, in the U.S.A in connection with any and all claims or disputes arising out of or related to any quote, order or other agreement in connection with the Goods and/or Services and/or the sale of the Goods or provision of Services by Seller, and (iii) personal jurisdiction in the state and federal courts in Milwaukee County, Wisconsin or Cook County, Illinois, respectively, in the U.S.A. Buyer irrevocably waives any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding relating to these terms and conditions and any quote, order or other agreement subject to these terms and conditions and/or the sale of the Goods or provision of Services by Seller in the state or federal courts situated in Milwaukee County, Wisconsin or Cook County, Illinois, respectively, in the U.S.A, and further irrevocably waives any claim that Milwaukee County, Wisconsin or Cook County, Illinois, respectively, in the U.S.A is not a convenient forum for any such suit, action or proceeding.

LIMITATION OF LIABILITY

SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUE, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT SHALL SELLER'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL FEES PAID BY BUYER TO SELLER WITH RESPECT TO THE SPECIFIC QUOTE, ORDER OR AGREEMENT TO WHICH THESE TERMS AND CONDITIONS APPLY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE OR EXTEND THE LIMIT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO BUYER.

LIMITED WARRANTY

Seller warrants the goods and services in accordance with the Limited Product Warranty provisions and procedures located at <https://www.pentair.com/assets/residential-filtration-warranty> for orders submitted to PRF, and referenced by PFS in its Order Acknowledgement, for orders submitted to PFS, (the "Limited Warranty"), which may be modified in Seller's sole and absolute discretion, and the terms and conditions of which are hereby incorporated by reference and made a part of these terms and conditions. Before submitting a purchase order, Buyer should review Seller's then published Limited Warranty. Upon request, Buyer may obtain a paper copy of Seller's then current Limited Warranty which Seller may send by fax or mail.

For any Goods or Service not identified on the Limited Warranty, Seller warrants that upon completion of the Services or at the time of delivery of the Goods, as the case may be, and for a period of twelve (12) months thereafter: (i) Services will be performed in a good and workmanlike manner in accordance with the generally acceptable standards of Seller's industry, and (ii) Goods manufactured by Seller, except for consumables and Goods excluded under the Limited Warranty (which shall not be warranted) shall be free from all material defects in materials and workmanship. With respect to the warranty related to Services, Buyer's sole and exclusive remedy for Seller's breach of the warranty shall be for Seller to re-perform the Services at Seller's sole cost and expense. With respect to the Seller manufactured Good warranty, if the Seller manufactured Good shall prove to be defective in material or workmanship under normal intended usage and maintenance during the warranty period, upon examination by Seller or its authorized representative, then Seller shall repair or replace, at its sole option, such defective Good at its own expense; provided, however, that the Buyer shall be required to ship each such defective Good, freight prepaid, to Seller's designated facility. Seller's repair or replacement of the Good shall be Buyer's sole and exclusive

remedy and Seller's sole liability with respect to defective Good. The warranty on Goods and components thereof not manufactured by Seller is limited to the warranty, if any, provided by the original manufacturer of such Good or component which can be passed onto Buyer. SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This Warranty does not extend to any products that have been subjected to:

1. Damage caused by careless handling, improper repackaging, or shipping.
2. Damage due to misapplication, misuse, abuse or failure to properly operate the Goods.
3. Damage caused by improper installation or storage.
4. Damage due to unauthorized product modifications or repairs.
5. Damage caused by negligence, or failure to properly maintain Goods.
6. Accidental damage, fire, acts of God, or other circumstances outside the control of Seller.

SEVERABILITY

In the event a provision of these Terms and Conditions is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

SHIPPING

Shipping dates are estimates only and are not guaranteed. Seller will use commercially reasonable efforts to make shipments as scheduled and may make partial shipments. Seller shall not be liable for any loss or damage ensuing from late delivery. Prices quoted, unless otherwise agreed to by Seller, are Incoterms 2010 EXW-Seller's Factory for United States domestic shipments and FCA-Seller's Factory for international shipments. In the event of shipping damage, Seller must be notified, in writing, within three (3) business days of shipment receipt. Buyer must hold all Goods and packing materials intact, until further disposition is provided by Seller in writing.

The party responsible for paying the main transportation shall provide full cargo insurance coverage – defined as door-to-door, 'A' cover, all risk, marine, war, strike and riot – regardless of the shipping terms, with the exception of CFR/CPT Incoterms, in which insurance is the Buyer's responsibility. Therefore, on E and F terms, plus CFR and CPT, the Buyer shall provide full cargo insurance coverage, and on D terms, plus CIF and CIP, the Seller shall provide full cargo insurance coverage. For destinations and/or cargo on which governmental or insurance restrictions require additional approvals and/or premiums, or a split in coverage other than house-to-house, the responsible party/parties shall take such additional measures to ensure that the shipment is appropriately covered.

If intended for export, all Goods and technology shall be exported in accordance with the Export Administration Regulations of the United States. Diversion contrary to U.S. law is prohibited.

TITLE AND RISK

For domestic sales, transfer of both title and risk of loss shall occur upon pickup from Seller's site. For international sales, transfer of both title and risk of loss shall occur upon pickup from Seller's site, with the sole exception of banked transactions (L/C, DAA, DAP), in which case the transfer of title occurs upon exchange of documents at the bank window, and the transfer of risk of loss occurs upon pickup from Seller's site. The invoice date represents the date of cargo pickup from Seller's site.

INSPECTION

Within three (3) business days after receipt of shipment of the product, Buyer shall inspect the shipment for obvious damage to or violation of the shipping container. Buyer shall also confirm that the type and quantity of the Goods received are consistent with the type and quantity specified on the related shipping documents and order. Buyer shall promptly notify Seller of any discrepancies in accordance with the terms hereof. If a notice of discrepancies is not received by Seller within three (3) business days after receipt of the shipment by Buyer, the shipment shall be deemed to have been accepted by Buyer, and all claims by Buyer shall be deemed waived and released, except for any defects in the Goods that a reasonable inspection would not disclose.

CANCELLATION; PENALTY

No Goods may be returned without prior written approval of Seller. Goods for which Seller agrees to take a return shall be subject to a minimum restocking charge of twenty five percent (25%) of the purchase price of the Goods. Seller reserves the right to cancel any sale hereunder without liability to Buyer (except for refund of monies already paid) if the manufacture or sale of the products is or becomes technically or economically impractical.

PAYMENT; OVERDUE INVOICES

All payment terms are subject to Seller's Credit Department's approval. Unless otherwise agreed to by the parties, payment terms are net thirty (30) days from date of invoice. SELLER RESERVES THE RIGHT TO ADD, AND BUYER SHALL PAY, INTEREST AT THE RATE OF 18% PER ANNUM OR THE HIGHEST RATE PERMITTED BY APPLICABLE LAW, WHICHEVER IS LESS, FROM DATE OF SHIPMENT, ON AMOUNTS INVOICED AND UNPAID IN ACCORDANCE WITH THE PAYMENT TERMS.

COLLECTION AND ATTORNEY'S FEES

In the event of any alleged dispute, breach or default of these terms and conditions necessitating Seller to retain an attorney to represent it, the Buyer agrees to pay the Seller's costs and expenses, including reasonable attorney's fees, incurred in connection with, related to or arising out of enforcement of any term or provision of this Agreement, whether or not in connection with any legal or administrative proceedings, plus pre- and post-judgment interest and costs incurred, through appeal, and such shall be in addition to any other remedies or damages to which the Seller may be entitled. Failure to pay these fees automatically voids any Warranty Provisions to which the Purchaser would otherwise be entitled.

PRICES; TAXES

Except where otherwise agreed to in writing by Seller, the prices to be paid by Buyer to Seller for the Goods and Services shall be Seller's standard list price (as amended from time to time). Prices quoted, unless otherwise expressly stated in writing do not include sales, use,

excise, value added or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or will reimburse Seller if it is required to pay them. Buyer will provide tax exemption certificates or evidence of tax payment on request. Seller has the ongoing right to correct any of its clerical errors.

EXPORTATION

If the Goods ordered are to be exported from the country of Seller, the quoted shipping dates are subject to receipt of all export documents and authorizations. Regardless of ultimate destination, the prices quoted are based on packing for domestic shipment unless otherwise stated in writing. Buyer agrees to provide Seller in writing with the ultimate destination and identity of the end-user prior to shipment if the Goods are to be exported. Notwithstanding any other provision of this Agreement to the contrary, Buyer agrees that it will not sell, re-export or transfer any Goods or technical information or Services supplied under this Agreement to IRAN, NORTH KOREA, SYRIA, CUBA and SUDAN, including any entities or persons in those countries, either directly or indirectly ("Seller's Position"). Buyer agrees that it will not sell, re-export or transfer any Goods or technical information or Services supplied under this agreement to any other countries except in full compliance with all applicable governmental requirements, including but not limited to applicable economic sanctions and constraints administered by the U.S. Treasury Department and applicable export control measures administered by the U.S. Department of Commerce and U.S. Department of State, any other U.S. government agencies, and measures administered by the Foreign Affairs, Trade and Development Canada, European Union or the government agencies of any other countries. Any violation by Buyer of the applicable laws or regulations of the U.S., Canada or any other government, or where Buyer breaches Seller's Position notwithstanding whether or not this is contrary to any aforementioned applicable laws or regulations, shall be deemed a material breach of this agreement and sufficient basis for the Seller to reject any or all orders or to terminate the order. Compliance with applicable legal requirements and Seller's Position is a prerequisite for Buyer to perform its obligations under these terms and conditions, and if the Buyer fails to comply with such legal requirements, it is incapable of meeting its obligations under these terms and conditions. The Seller reserves the right to refuse to enter into or perform any order, and to cancel any order, placed under this Agreement if the Seller in its sole discretion determines that the entry into such order or the performance of the transaction to which such order relates could violate any applicable law or regulation of the United States, Canada or any other governments and/or Seller's Position. Buyer agrees that any such refusal or cancellation of any order, or termination of an order by the Seller, as described above, will not constitute a breach of any of the Seller's obligations under these terms and conditions, and Buyer hereby waives any and all claims against the Seller for any loss, cost or expense, including, but not limited to, claims of third parties, any loss of profit, loss of business, loss of or damage to goodwill and/or similar losses, loss of anticipated savings, or increased costs or for any indirect, special or consequential losses, or pure economic loss, costs, damages, charges or expenses howsoever arising, that Buyer may incur by virtue of such refusal or cancellation of any order or termination of the order.

FORCE MAJEURE

Except for the obligation to make payments, a party is not liable to fulfill its obligations under the agreement, nor shall such it be deemed to have defaulted or breached this Agreement, if performance is materially prevented as a consequence of natural catastrophes, terrorism, civil unrest, war, explosions, fire, breakdowns or damages to installations, constructions or machines, disruption to public transport, labor market conflicts (such as strikes and lock-outs) or other similar circumstances or acts of God. In the event of force majeure, a party is not obligated to fulfill its obligations as long as, and to the extent, the force majeure continues. The party invoking force majeure shall inform the other party immediately in writing. If a force majeure continues for more than three (3) months the other party may terminate the order with immediate effect by sending a written notice to the other party.

CONFIDENTIALITY

Buyer acknowledges that it may gain access to or otherwise learn Confidential Information (as hereinafter defined) in connection with its business relationship with Seller. Buyer agrees that it will use the Confidential Information only for purposes of performing its obligations under these terms and conditions (the "Permitted Purpose") and shall not transfer or otherwise disclose the Confidential Information to any third party except as expressly permitted by these terms and conditions. Buyer shall: (a) give access to Confidential Information only to those of its employees and approved subcontractors with a need to know such information for the Permitted Purpose; and (b) take the same security precautions to protect against unauthorized disclosure or use of Confidential Information that Buyer takes with its own confidential information, but in no event shall Buyer apply less than a reasonable standard of care to prevent such unauthorized disclosure or use. Confidential Information means any and all information relating to Seller or its affiliates that may be accessed by or disclosed to Buyer which is marked as confidential or which a reasonable person would consider to be confidential, including but not limited to quotations, price sheets, engineering and product designs, manuals, equipment and business specifications, trade secrets, reports, or other proprietary data.

INTELLECTUAL PROPERTY RIGHTS

All patents, copyrights, designs, drawings and other technical or commercial information relating to the Goods or Services, including any software provided by Seller pursuant to any proposal, tender or the contract, and the intellectual property rights embodied therein made or acquired by Seller prior to or during the preparation of the proposal or tender or in the course of work on the contract shall be and remain the exclusive property of Seller.

If Goods furnished to, or Services performed for, Buyer becomes or, in Seller's opinion, may become the subject of any claim, suit or proceeding for infringement of any intellectual property rights, Seller may at its option and expense (i) obtain for Buyer the right to use, lease or sell the Good, (ii) replace the Good, (iii) modify the Good, or (iv) remove the Good and refund the purchase price paid by Buyer less a reasonable amount for use, damage or obsolescence. Seller will not be liable for any infringement arising from the combination of products or from the use of the Good in practicing a process. Seller's maximum aggregate liability to Buyer will not, under any circumstances exceed the purchase price paid for the allegedly infringing Good and/or Service. Buyer agrees, at its expense, to protect and defend Seller against any claim of intellectual property right infringement arising from Seller's compliance with Buyer's designs, specifications or instructions and to hold Seller harmless from damages, costs and expenses attributable to any such claim.

INDEMNITY

Buyer shall defend, indemnify and hold the Seller and its parent and affiliates, and their respective agents, representatives, employees, officers, successors and assigns, and customers ("Seller Indemnitees") harmless from and against any and all losses, claims, demands, actions, damages, liabilities, deficiencies, judgements, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and court costs through appeal ("Losses"), arising out of or related to any: (i) injury (including death) to any person or damage to any property in any way connected with any act or omission of Buyer, its agents, employees, or subcontractors, (ii) breach or non-fulfillment of any representation, warranty or covenant set forth in these terms and conditions, (iii) failure to comply with any federal, state or local law, rule, regulation or ordinance, and (iv) allegation that the goods infringe any intellectual property right, to the extent the infringement arises out of or results from Buyer's designs, specifications or instructions.

INSURANCE

Buyer shall purchase and maintain, during all times Seller is fulfilling orders for Buyer, insurance in an amount sufficient to satisfy any claims or liabilities which Buyer (or Seller pursuant to an indemnity right) might incur arising out of Buyer's or its agents', employees' or subcontractors' manufacture, re-sale, delivery or installation of any Goods or performance of any Services. Without limiting the foregoing, Buyer shall get and maintain commercial general liability insurance, including coverage for contractual liability, product liability, personal injury, bodily injury, and property damage with a minimum limit of \$1,000,000 per occurrence (which limits may be achieved through a combination of primary and umbrella policies). Such insurance shall be written on an "occurrence" and not a "claims made" basis. Buyer shall deliver to Seller, upon request, a current Certificate of Insurance, including renewals thereof, showing the coverage provisions stated above and properly illustrating Seller as a certificate holder and additional insured. Additionally, Buyer shall provide to Seller thirty (30) days' written notice of non-renewal or cancellation.

AGENTS AND SUBCONTRACTORS

Buyer shall be liable for the acts and omissions of its agents and subcontractors to the same extent as if Buyer performed such acts or made such omissions.

WAIVER

No failure to exercise and no delay in exercising on the part of Seller any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right, power or privilege.

VALIDITY OF PROVISIONS

In the event any provision or any part or portion of any provision of these terms and conditions shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that provision, or any other provision hereof.

SUSPENSION

If Buyer fails to make any payment when due or to perform on time any of its other obligations under this contract Seller shall be entitled to suspend performance of the contract until the such payment is made in full or performance is fully completed or otherwise remedied.

ASSIGNMENT

Buyer shall not cede, transfer and/or assign any of its rights or delegate any of its obligations under these terms and conditions or any purchase order, without the prior written consent of Seller. Seller's consent shall not relieve Buyer of any such obligations. Any purported assignment or delegation in violation of this Section is null and void. Seller may cede, transfer and/or assign its rights or delegate any of its obligations under any quote, order or other agreement to which these terms and conditions apply without the prior approval of the Buyer.

TERMINATION

In addition to any remedies that may be provided under these terms and conditions, Seller may terminate the quote, purchase order or other agreement to which these terms and conditions form a part, with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under these terms and conditions ; (ii) is in breach any of these terms and conditions (other than those related to payment), in whole or in part, and fails to cure such breach within fifteen (15) days of the date of Seller's notice of such breach; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. Any termination of the quote, purchase order or other agreement to which these terms and conditions form a part in accordance with the terms hereof shall become effective upon service of a written notice of termination on Buyer. Upon termination, howsoever arising, Seller shall be entitled to immediately suspend any further deliveries without any liability to Buyer.

COMPLIANCE

With respect to the purchase, sale, resale and servicing of Goods or Services sold hereunder, Buyer shall comply with all applicable laws, trade embargos, regulations, orders and other restrictions and, without limiting the generality of the foregoing, do the following:

- (a) Comply with the various federal, state and local laws and regulations concerning occupational health and safety and pollution are affected by the use, installation and operation of the Goods and other matters over which Seller has no control, Seller assumes no responsibility for compliance with those laws and regulations, whether by way of indemnity, warranty or otherwise.
- (b) Buyer shall abide by all applicable laws and regulations where the goods are sold and shall ensure and procure that it has all licenses, consents, approvals, permissions and authorizations ("Licenses") required for Seller to perform the Services and/or to accept and utilize the Goods for Buyer's intended purpose, and that such Licenses remain in full force and effect for the duration of this Agreement (Buyer shall provide copies of all Licenses to Seller on its request).
- (c) At all times, conduct its activities in accordance with all applicable laws, rules, regulations and orders related to anti-bribery or anti-corruption legislation including, but not limited to, the U.S. United States Foreign Corrupt Practices Act of 1977. Accordingly,

Buyer agrees to make no offer, payment or gift, will not promise to pay or give, and will not authorize the promise or payment of, any money or anything of value to any government official, any political party or its officials, any candidate for political office, any official or employee of a public international organization or any person while knowing or having reason to know that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any government official, any political party or its officials, any candidate for political office, or any official or employee of a public international organization for the purpose of influencing any act or decision to assist Buyer or Seller or otherwise obtaining any improper advantage or benefit.

DATA PRIVACY

Buyer may process certain personal data in managing its business relationship with Buyer, such as the names and contact details of Buyer personnel involved in maintaining or managing Buyer's use of Pentair's products or services. Pentair will handle such personal data in accordance with Pentair's Privacy Notice, which is available at <https://www.pentair.com/en/privacy-notice.html>. Buyer will provide any necessary notice to and obtain any legally-required consent from its personnel for Pentair's use of their personal data

Buyer warrants and represents that it will comply with applicable laws, rules and regulations with respect to its solicitations, advertisements and/or use of customer information including but not limited to the Telephone Consumer Protection Act (TCPA), the Federal Trade Commission's Telemarketing Sales Rule, Combating the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM), California Online Privacy Protection Act (CalOPPA), and Federal and state unfair, deceptive, or abusive acts or practices (UDAAP).

SERVICES

Where Services are to be provided pursuant to a quote, order or other agreement, the Services shall be provided by the Seller to the Buyer during the time period identified in the quote, order or other agreement.

Seller's Obligations. The Seller shall (1) use reasonable efforts to provide the Services to the Buyer, in all material respects in accordance with Seller's quotation/offer/bid specifications; (2) use reasonable efforts to meet any performance dates specified in Seller's quotation/offer/bid specifications, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services, and (3) to the extent that Seller is performing Services at Buyer's premises, use reasonable efforts to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at any of the Buyer's premises and that have been communicated to it which are consistent with these terms and conditions.

Buyer's Obligations. The Buyer shall: (a) co-operate with the Seller in all matters relating to the Services; (b) provide the Seller, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, with access to the Buyer's premises, office accommodation, data and other facilities as reasonably required by the Seller; (c) provide to the Seller, in a timely manner, such material and other information as the Seller may reasonably require and ensure that it is accurate in all material respects; (d) be responsible (at its own cost) for preparing and maintaining the relevant premises for the supply of the services; (e) inform the Seller of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Buyer's premises. If the Seller's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Buyer, its agents, subcontractors, consultants or employees, the Seller shall not be liable for any costs, charges or losses sustained or incurred by the Buyer arising directly or indirectly from such prevention or delay. The Buyer shall not, without the prior written consent of the Seller, at any time from the date of the Agreement to the expiry of 6 months after the last date of supply of the Services, solicit or entice away from Seller or employ (or attempt to employ) any person who is, or has been, engaged as an employee, consultant or subcontractor of the Seller in the provision of the Services. Any consent given by the Seller in accordance with the above shall be subject to the Buyer paying to the Seller a sum equivalent to 50% of the then current annual remuneration of the Seller's employee, consultant or subcontractor or, if higher, 50% of the annual 'gross' remuneration to be paid by the Buyer to that employee, consultant or subcontractor. Where Services are provided on a time and materials basis: (a) the charges payable for the Services shall be calculated in accordance with the Seller's standard daily fee rates, as set out in the order/quotation/bid/offer and as amended from time to time by the Seller giving not less than thirty (30) days written notice to the Buyer; (b) the Seller's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between 8.00 am and 5.00 pm on weekdays (Monday-Friday, excluding public holidays); (c) the Seller shall be entitled to charge an overtime rate of 40% of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to above.

NOTICES

Any notice required or permitted to be given by either party to the other hereunder shall be in writing addressed to the other party at its registered office or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Notices may be sent by registered mail, facsimile transmission or electronic mail and shall be deemed delivered when received by the other party.

HEADINGS

The headings herein have been used for ease of reference only and shall not affect the meaning or interpretation of this contract in any manner whatever.

RELATIONSHIP OF THE PARTIES

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties; and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

REMEDIES

The remedies available to Seller set forth in these terms and conditions shall be cumulative and shall be in addition to any other remedies available to a Seller at law or in equity.



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