

GENERAL SALES CONDITIONS

1. BASIS OF CONTRACT

1.1 These general sales conditions (hereinafter called "Terms") apply to current and future contractual relationships that Coster Group UK, has established with a client (hereinafter the "Client"), concerning the supply of Goods, the provision of Services and/or any further Services of Coster Group set out in the applicable order confirmation agreed by Coster Group UK.

These Terms apply to the contract to the exclusion of any other terms that the client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. They cancel and replace Coster Group UK's previous general sales conditions.

1.2 Presentation of these Terms to the client shall not in itself be taken to imply the acceptance of any offers by Coster Group UK, within the context of negotiations. A quotation for the goods given by Coster Group UK shall not constitute an offer.

1.3 The Client shall ensure that the terms of any order submitted by the client are complete and accurate and notify Coster Group UK within 2 days of its receipt.

1.4 These terms, Licence Agreement for the Software, together with any applicable order confirmation by Coster Group UK constitute the entire agreement between the parties (the "Order"). The client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Coster Group UK which is not set out in these Terms and any applicable Order.

1.5 Any samples, drawings, descriptive matter, or advertising produced by Coster Group UK and any descriptions or illustrations contained in Coster Group UK's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the goods described in them. They shall not form part of the Order or have any contractual force.

1.6 The Goods, the specification and the applicable price are set out in Coster Group UK's catalogue and on the Website, as may be varied by Coster Group UK from time to time without notice. Coster Group UK reserves the right, with no prior notice, to amend in any way the technical features or price of the Goods.

1.7 Orders accepted by Coster Group UK may be cancelled by the client only if previously agreed in writing by Coster Group UK.

1.8 The provisions of the Terms shall not be amended, waived and/or supplemented without Coster Group UK's prior written consent, and shall prevail over any contractual terms and conditions which may be proposed by the Client at any time, and which, however, are understood not to be accepted by Coster Group UK, even without the need of an explicit notification.

1.9 In the event of a conflict between the General Sales Conditions and any special conditions contained in the Order the latter shall prevail over the former.

2. DELIVERY AND SHIPPING

2.1 Coster Group UK shall ensure that: (a) the Goods are appropriately packaged; and (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant client and Coster Group UK reference numbers, the type and quantity of the Goods and special storage instructions (if any).

2.2 Delivery of the Goods shall be completed upon transfer of the Goods to the first carrier and/or shipping company or to the Client receiving the Goods direct at Coster Group UK's premises in Derby, United Kingdom.

2.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence and any delay in the delivery of Goods compared to quoted delivery date does not confer the Client any right to reject the Goods, to terminate in whole or in part the Order, or to make a claim for damages based on delays or failed delivery of the Goods (or any of them). Coster Group UK shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Client's failure to provide Coster Group UK with adequate delivery or other relevant instructions.

2.4 Unless otherwise agreed by the parties in writing, Coster Group UK shall decide, in its absolute discretion, the most appropriate method of shipping.

2.5 The Client is required to check that the packaging is undamaged at the time of delivery. The Goods shall be accepted "subject to confirmation" in the case of packing that shows clear signs of damage and/or deterioration by adding the foregoing wording to the transport document (delivery note or other document).

2.6 Coster Group UK will not accept any complaint for shortage, missings or discrepancies relating to a delivery of the Goods received more than eight (8) days from the date of delivery after which time any Goods delivered shall be deemed to have been accepted by the Client.



2.7 Goods delivered will not be accepted for return without prior written consent of Coster Group UK and unless the Goods are returned in accordance with any applicable Coster Group UK's return procedure. No credit will be given to the Client for unauthorised returns and any costs incurred by Coster Group UK in handling or disposing of the Goods will be borne by the Client.

2.7 If the Client does not collect the Goods ordered and/or refuses to accept delivery for any reason, the Goods, shall remain available to the Client at Coster Group UK's premises and Coster Group UK shall charge the consequent storage costs - at the premises of third parties, if applicable - to the extent of 10% of the agreed amount due. However, the amount due shall be payable on the dates originally agreed. All risks of loss and/or deterioration of the Goods during storage are borne by the Client.

3. WARRANTY

3.1 Coster Group UK warrants, in accordance with the applicable laws of England, that its goods are free of known material malfunctions and defects.

3.2 COSTER GROUP UK in any case guarantees the correct functioning of its Goods for a period of 2 (two) years from delivery. 3.3 As exception of the above clause 3.1, for the following Goods, correct functioning as per the clause 3.2 above is covered by warranty for a period of 2 (two) years from the date of initial operation: metering and enclosed control modules, energy integrators, flow meters, all components of the Wireless Thermshare except the GSM modem (if included). This warranty is strictly limited to devices constructed by Coster Group and does not cover the overall functioning of any system into which the client may install the goods.

3.3 Coster Group UK does not warrant or represent that the goods: (a) are fit for any particular purpose or that the goods or their use will achieve any particular results; or (b) will comply with all applicable statutory and/or regulatory requirement or standard in force in the Client's country. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the contract.

3.4 Unless otherwise agreed in writing between the parties, Coster Group UK does not guarantee the conformity of its Goods to specific technical characteristics other than those indicated in the technical data sheets or to particular specifications or their suitability for particular uses by the Client.

3.5 Subject to clause 3.8 and 3.9, if the Client gives written notice to Coster Group UK within 8 days of discovery that some or all of the goods do not comply with the warranty set out in clauses 3.1 and 3.2 and Coster Group UK is given a reasonable opportunity of examining such Goods; and the Client (if requested to do so in writing by Coster Group UK) returns such Goods to Coster Group UK's place of business at the Client's cost, subject to clause 3.8, Coster Group UK shall, at its option, repair or replace the goods acknowledged by Coster Group UK as defective.

3.7 Notwithstanding clause 3.4, where the Goods consist of 'volume meters' and/or 'LGU sensors' under warranty, Coster Group UK undertakes only to repair defective Goods and in no circumstances will Coster Group UK replace such defective Goods.

3.8 Coster Group UK shall not be liable for Goods' failure to comply with the warranty set out in clauses 3.1 and 3.2 in any of the following events:

- (a) if payment of invoices is not made within the terms agreed;
- (b) if the Client tampers with, alters or repairs such goods without the written consent of Coster Group UK;
- (c) if devices have been used in ways not compatible with the performance features indicated in the product's Technical Specifications;
- (d) if the original plaques have in any case been modified, removed or replaced;
- (e) if, in case of complaints, the Client has not suspended installation of the particular Goods about which the complaint is made;
- (f) the defect arises because the Client failed to follow Coster Group UK's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (g) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions or if the client has used the Goods otherwise than in conformity with the use and performance features indicated in the specifications.

3.9 These Terms shall apply to any repaired or replacement Goods supplied by Coster Group UK.

3.10 Repair work covered by warranty under the Order carried out in the Coster Group UK laboratories shall be free of charge. The cost of all external technical assistance repair work required will be charged to the Client. Expenses will be charged in the amount and in the manner decided in each case by Coster Group UK.

3.11 Shipping costs associated with the return of goods to Coster Group UK, and to any replacements, shall be payable by the Client.



4. ADDITIONAL SERVICES PROVIDED BY COSTER GROUP UK

- 4.1. The Services governed by this clause 4 are provided following a specific agreement and payment, and therefore, if such Services are to be provided, they are expressly referred to in the Order.
- 4.2. Only holders of a regular license to use the software set out in the Order ("Software") can benefit from the Support and Maintenance Service (set out in the Order), which can be exercised remotely or on site. Specialised and authorised Coster Group UK personnel will carry out the on-site Service. The date for the on-site intervention will be planned in agreement with the Client.
- 4.3. The after-sales Service provides a telematic Helpdesk service (on the dedicated area of Coster Group UK's portal) through dedicated tickets, from 8.30am to 12.30pm and from 01.30pm to 05.30pm every weekday when the company is open, in order to offer support to the Client for the correct and efficient use of Coster Group UK programs and for the solution of operational problems that may arise when using the programs.
- 4.4. Preventive maintenance - The purpose of the preventive maintenance service is to check the electrical/mechanical functionality of the controllers, transmitters (temperature, humidity sensors, etc.) and of the actuators for valves and dampers, as well as to ascertain and report to the Client any faults or damage to the Goods installed.
- 4.5. Corrective maintenance - The Corrective Maintenance Service (set out in the Order) includes all the operations necessary to restore/reconfigure the system following accidental failures or possible malfunctions, excluding any activities not expressly mentioned in the offer. Coster Group UK must receive the requests for assistance exclusively by ticket on the dedicated area of Coster Group UK's portal. Other methods of request will be deemed invalid. At the end of each Corrective Maintenance intervention, the Client will receive a report of the activity carried out, signed by the personnel involved and by the Client.
- 4.6. Extraordinary maintenance - The extraordinary maintenance service (set out in the Order) consists of specific operations carried out at the Client's premises according to the Client's specific needs.
- 4.7. Remote metering - consumption allocation - The purpose of the remote metering - consumption allocation service is to identify, record, communicate and archive the data acquired by Coster Group UK equipment with reference to the consumption of thermal energy, domestic hot and cold water, electricity (where possible) and consumption of individual installed allocation units. The Service is provided every two months, or as agreed, and reports are sent to the Client.

5. COSTER CONNECT

5.1 COSTER Connect is the service that allows users to monitor and manage their systems using the Web. The Client will be able to use all the functions of the Software, by connecting to Coster Group UK servers, via the Internet, for example for managing and relaunching alarms, time scheduling, setpoint management, data logging. The systems must be provided with an IP connection to comply with the connectivity requirements of the Service.

6. PROVISION OF SERVICES - LIMITATIONS OF LIABILITY

- 6.1. The provision of the additional Services referred to in clause 4 above shall be specified in the relevant Order.
- 6.2. The request for the provision of one or more of the Services referred to in clause 4 is subject to prior successful execution of the COMM.
- 6.3 Subject to clause 12.1 Coster Group UK shall not provide the Services referred to in clause 4 above if the devices or systems are tampered with by the Client or by third parties. In this case, Coster Group UK is exempt from any liability.
- 6.4. Subject to clause 12.1 Coster Group UK will not provide the Services referred to in clause 4 above to repair damages deriving from improper use of the Software and/or its connection to unsuitable equipment. Coster Group UK is exempt from any liability.
- 6.5. Subject to clause 12.1 the objectives indicated in the Order in the offer accepted by the Client and, or, however, the objectives agreed with the Client are to be considered indicative and not binding. Any delay in achieving the objectives compared to the terms indicated shall not entitle the Client to terminate the contract, in whole or in part, and/or claim compensation for damages.
- 6.6. Coster Group UK will have the right to suspend or interrupt the provision of Services to enable appropriate and/or necessary ordinary or extraordinary maintenance work to be carried out both on Coster Group UK's servers and/or equipment used to provide the Services, and on the premises where the Services and/or equipment are located. In such cases, Coster Group UK will undertake to carry out the work in the shortest possible technical time. The Client



acknowledges and accepts that he/she will not be entitled to make any request to be indemnified, reimbursed or compensated by Coster Group UK for the periods of time that he/she was unable to use the Service.

6.7. The Client acknowledges and accepts that the Services provided by Coster Group UK are characterised by continuously evolving technologies. For this reason, Coster Group UK may modify the technical characteristics of the individual services provided, when this is made necessary by technological evolution and by supply and/or organisational requirements.

6.8. Coster Group UK shall have the right to suspend, subject to prior warning, the performance of the Services referred to in clause 4 above in the event of non-compliance by the Client with Health & Safety Regulations. Subject to clause 12.1 The Client acknowledges and agrees that no claim for damages, compensation, reimbursement may be made against Coster Group UK.

6.9. Coster Group UK is committed to providing a Service performed in accordance with the industry's average standard of diligence, in a professional manner, by suitably qualified personnel.

7. CLIENT COMMITMENTS

7.1. The Client undertakes:

- (a) to allow Coster Group UK or the personnel duly appointed by Coster Group UK to access the buildings subject to the interventions;
- (b) to make available all the information and equipment which are essential to enable the contractual services to be performed correctly;
- (c) to provide adequate assistance to Coster Group UK's personnel and to any technicians that Coster Group UK may use during the interventions.
- (d) not to intervene directly or through third parties, on the equipment installed, the software, the remote communication devices and, more in general, on any component or device supplied by Coster Group UK.

7.2. The Client undertakes to activate a dedicated telephone or telematic connection, as indicated by Coster Group UK, in order to ensure the provision of the remote metering service, through the use of special communication equipment supplied by Coster Group UK. The line must not be shared with other telephone equipment.

8. USE OF THE SOFTWARE

8.1. Coster Group UK makes available software solutions for monitoring and managing the equipment installed for use by the Client to be downloaded from its website www.costergroup.eu, or by other methods defined at its discretion.

8.2. The software that Coster Group UK makes available to the Client is not sold but is provided under license. The Client has the possibility of using the Software features included in the version provided, by using the access credentials which Coster Group UK has assigned to the Client based on the Client's specific requests. The Client may use the software exclusively for the specific purposes of the programs.

8.3. The software known as "WebGarage" is granted to the Client under licence against payment, subject to the terms and conditions set out in the Order Confirmation. Unless otherwise specified in the Order the use of other Coster Group UK software is granted under a free licence.

8.4. The Client may not:

- (a) work around the technical limitations inherent in the Software;
- (b) reverse engineer, decompile or extract the Software;
- (c) make copies of the Software to a greater extent than is permitted by law;
- (d) publish the Software to enable the software to be duplicated by third parties;
- (e) use the Software contrary to law; and
- (f) rent, lease or lend the Software.

8.5. The Client is not entitled to request any compensation for damages resulting from the use of the Software, including consequential, special, indirect or incidental damages or damages related to loss of earnings.

9. SOFTWARE WARRANTY

9.1. The Software is supplied in its current state. Coster Group UK does not provide any warranty for defects or faults in the Software, for suitability for Client's particular use or purpose, or for compliance with Client's specific technical, commercial, industrial, or any other requirements other than the technical reference specifications of the Software provided by Coster Group UK.

9.2. The Software or patches made available to the Client by Coster Group UK or installed by it in execution of a maintenance agreement are covered by the same warranty and the same limitations as those set out in the Licence Agreement.

10. TITLE AND RISK

10.1 Title and risk in the goods shall pass to the client upon delivery at Coster Group UK's premises in Derby, United Kingdom.

11. PRICE AND PAYMENT

11.1 The prices listed in the Order Confirmation and/or the price lists/catalogue and on Coster Group UK's internet website may undergo changes with no prior notice to reflect any increase in the cost of the goods that is due to:

- (a) any factor beyond Coster Group UK's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the client to change the delivery date(s), quantities or types of goods ordered, or the Specification; or
- (c) any delay caused by any instructions of the client or failure of the client to give Coster Group UK adequate or accurate information or instructions.

11.2 The price of the goods is exclusive of the costs and charges of insurance and transport of the goods, which shall be invoiced to the client.

11.3 The price of the goods is exclusive of amounts in respect of value added tax (VAT). The client shall, on receipt of a valid VAT invoice from Coster Group UK, pay to Coster Group UK such additional amounts in respect of VAT as are chargeable on the supply of the goods.

11.4 The client shall pay Coster Group UK's invoice in full and in cleared funds on the due date stated in the Order Confirmation or within 30 (thirty) days of the date of the invoice (where applicable). Payment shall be made to the bank account nominated in writing by Coster Group UK. Time of payment is of the essence.

11.5 If the client fails to make any payment due to Coster Group UK under the contract by the due date for payment, then the client shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. The client shall pay the interest together with the overdue amount.

11.6 The client shall pay all amounts due under the contract in full without any deduction or withholding except as required by law and the client shall not be entitled to assert any credit, set-off or counterclaim against Coster Group UK in order to justify withholding payment of any such amount in whole or in part. Coster Group UK may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the client against any amount payable by Coster Group UK to the client.

11.7 Coster Group UK shall invoice the client in respect of costs and charges of pre and/or post-sale technical assistance (including, where applicable, on-site commissioning, wiring, diagrams and drawings in respect of the goods).

11.8 Coster Group UK shall be entitled to suspend the provision of its services in the event of delayed or irregular payment of the amount due. In the case of payment of instalments failure to pay even a single instalment on time shall authorise Coster Group UK to declare the client forfeits the entitlement to deferred payments. Consequently, Coster Group may demand the immediate payment of the entire outstanding balance due.

11.9 An annual fee will be agreed for some specific services provided by Coster Group UK that allow the client to monitor and/or manage its installations.

12. LIMITATION OF LIABILITY

12.1 Nothing in these Terms shall limit or exclude Coster Group UK's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; and
- (d) any matter in respect of which it would be unlawful for Coster Group UK to exclude or restrict liability.

12.2 Subject to clause 12.1:

- (a) Coster Group UK shall under no circumstances whatever be liable to the client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract, even if Coster Group UK has been informed by the client of the risk of such damages occurring;



(b) Coster Group UK's total liability to the client in respect of all other losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 100% (one hundred percent) of the price of the Goods.

(c) Coster Group UK shall not be responsible for any losses arising in respect of the Client's modification or incorporation into or merger (in whole or in part) of the goods into other goods or items, where such losses are not due directly to Coster Group UK and/or the Goods and the client hereby indemnifies and shall hold Coster Group UK harmless against all loss, damage, costs and expenses (including legal costs and expenses) suffered or incurred by Coster Group UK arising directly or indirectly as a result of any third party claim based on the client's modification or incorporation into or merger (in whole or in part) of the goods into such other Goods or items.

13. EXPRESS TERMINATION CLAUSE

13.1 Coster Group UK may terminate the contractual relationship with the Client with immediate effect if the Client fails to pay Coster Group UK the amount due within the agreed date.

13.2 The contractual relationship is legally terminated in the case envisaged in clause 13.1, when Coster Group UK advises the Client of its intention to terminate by means of a communication to be notified by registered letter with recorded delivery or notified by certified e-mail. Coster Group UK may interrupt the provision of its Services as a result of the termination and will be entitled to retain any amounts which may already have been paid by the Client as an advance payment for the damages suffered as a result of the Client's breach.

14. DATA PROTECTION

14.1 The following definitions apply in this [Clause 14](#):

(a) Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

(b) Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

(c) Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

(d) UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

14.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This [Clause 14](#) is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

14.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and Coster Group UK is the Processor.

14.4 Without prejudice to the generality of [Clause 14.2](#), the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Coster Group UK and/or lawful collection of the Personal Data by Coster Group UK on behalf of the Client for the duration and purposes of the Order.

14.5 Without prejudice to the generality of [Clause 14.2](#), Coster Group UK shall, in relation to any Personal Data processed in connection with the performance by Coster Group UK of its obligations under the Contract:

(a) process that Personal Data only on the documented written instructions of the Client [which are set out in [Schedule [NUMBER] OR [DOCUMENT]] unless Coster Group UK is required by Domestic Law to otherwise process that Personal Data. Where Coster Group UK is relying on Domestic Law as the basis for processing Personal Data, Coster Group UK shall promptly notify the Client of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits Coster Group UK from so notifying the Client;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the UK unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

(i) the Client or Coster Group UK has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject has enforceable rights and effective legal remedies;



- (iii) Coster Group UK complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) Coster Group UK complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
 - (e) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify the Client without undue delay on becoming aware of a Personal Data Breach;
 - (g) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Contract unless required by Domestic Law to store the Personal Data; and
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this [Clause 14](#).
- 14.6 The Client consents to Coster Group UK appointing third-party processors of Personal Data under the Order. Coster Group UK confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this [Clause 14](#) and in either case which Coster Group UK will continue to reflect the requirements of the Data Protection Legislation. As between the Client and Coster Group UK, Coster Group UK shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this [Clause 14.6](#).

15. GENERAL

15.1 Force Majeure Coster Group UK shall not be liable for any failure or delay in performing its obligations under a contract to the extent that such failure or delay is caused any event beyond Coster Group UK's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including, but not limited to, strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), problems tied to production or the planning of orders, difficulties in obtaining raw material supplies, shipping difficulties, delays by the shipping company, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

15.2 Intellectual Property Rights and software.

- (a) All intellectual property rights belonging to a party prior to the date of the contract will remain vested in that party.
- (b) Coster Group UK's trade marks and brands shall not be used by the client for any purpose without Coster Group UK's prior written consent and then only in the manner prescribed by Coster Group UK.
- (c) The client shall not make use of any drawings or technical information received from Coster Group UK other than as may be strictly necessary to install and make use of the goods.
- (d) Where the goods are supplied to the client complete with software (whether pre-installed and/or to be installed (and irrespective of the digital support and/or format)) the use of such software shall be governed by these Terms and, where applicable, the licence terms and conditions notified to the client from time to time.

15.3 Governing law and jurisdiction. The contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Accepted by

Printed name

Company's name

