

## FISKER ACCESS CONTROL PRODUCTS LIMITED - TERMS AND CONDITIONS OF SALE

### 1. DEFINITIONS

**"SELLER" OR "SUPPLIER":** Fisker Access Control Products Limited hereinafter referred to as "FACP", of 1 Technology Park, Colindeep Lane, London NW9 6BX, UK, a company registered in the United Kingdom under N° 16328646.

**"BUYER" OR "CUSTOMER":** means the person/s, company or partnership, association or any other legal entity hereinafter referred to as the "Buyer" issuing "Purchase Order" for the procurement of products and, or services supplied by FACP.

**"PRODUCTS":** means any products and, or services supplied by FACP subject to the Terms and Conditions of Sale as set forth hereinafter.

**"PURCHASE ORDER":** means an offer, request placed by the Buyer with FACP for the purchase of Products regardless whether such request is a one off, discrete or part of a predefined and agreed schedule.

**"CONTRACT":** means any "Purchase Order" issued by the Buyer for the purchase of Products subject to the Terms and Conditions of Sale set forth hereinafter.

2. **ACCEPTANCE AND CONFIRMATION OF CONTRACT** – by issuing and submitting a Purchase Order to FACP for the purchase of Products, the Buyer irrevocably acknowledges and confirms full acceptance of and compliance with FACP's Terms and Condition of Sale set forth herein and as may be modified from time to time. FACP reserves the right to modify or replace any or all of the Terms and Conditions of Sale set forth herein from time to time without prior notice. The Buyer confirms and acknowledges that FACP has the right to modify the said Terms and Condition of Sale except for terms that are solely related to quantities, shipping instructions, or descriptions of the Products as may be set forth in the Buyer's Purchase Order. Any modified Terms and Conditions of Sale shall override and, or take precedence over any other terms and condition of sale however presented or served on the Buyer by FACP including any that may be incorporated or referred to in correspondence with the Buyer prior to the issue of the Purchase Order. For the purpose of clarity, reliance shall always be on FACP's Terms and Conditions of Sale in force immediately prior to the issue of Purchase Order and subject only to the proviso that such revision was made available to the Buyer prior to the issue of the Purchase Order. The Buyer further confirms that the said Purchase Order is a fully legally binding Contract that also encompasses any associated commercial matter leading to or subsequent to the said Purchase Order including but not limited to any quotations, purchase order acknowledgements and invoices. The Buyer acknowledges and confirms that FACP shall not be bound by any additions, alterations or substitutions to any of the Terms and Conditions set forth herein, however presented or delivered by the Buyer to FACP at any point in time unless expressly agreed and confirmed in writing by FACP and signed by an authorised representative of FACP. FACP shall reserve the right to accept any Purchase Order and if accepted such Purchase Order shall irrevocably be deemed to have been accepted by FACP in full compliance with and under the Terms and Conditions of Sale of FACP in force immediately prior to the date of issue of the said Purchase Order. Each individual Purchase Order thus accepted by FACP shall constitute a legally binding single Contract between FACP and the Buyer. The scope and validity of any such Contract shall be solely interpreted in accordance with the Terms & Conditions set forth herein and to the absolute and complete exclusion of any other terms or condition not incorporated therein or at variance herewith. For the avoidance of doubt, FACP rejects any additional or differing terms or conditions however presented by the Buyer including through any of the Buyer's business forms or online "click to accept" agreements or any other agreement or acknowledgment however presented or delivered. Any such additional or different terms and conditions to those stated herein shall be deemed null and void. The Buyer confirms that the acceptance of FACP of a Purchase Order shall not be deemed an acceptance or acknowledgement of any other terms or condition to those specified herein save if agreed in writing between the Buyer and FACP prior to the date of issue of the Purchase Order. An exception to the provision stated in this Clause 2, is any terms or condition imposed by law or deemed unenforceable by a court of competent jurisdiction.
3. **REPRESENTATIONS** – Under the Terms and Conditions set forth herein, FACP and the Buyer confirm that neither party has relied or shall rely on any representation however made by either party prior to or after the date of the Purchase Order except if the representation is made and confirmed in writing and signed by an authorised representative of the party concerned.
4. **QUOTATIONS & INCOTERMS** - Any Quotation issued by FACP to the Buyer shall be valid only if submitted in writing and for the period set forth within the Quote. If the period of validity is omitted from the Quote, the validity shall be deemed to be thirty (30) days from the date of the Quotation. FACP shall at its sole discretion modify or withdrawal any Quotation delivered to the Buyer without prior notice unless stated otherwise within the Quotation. Quotations are made subject to approval by FACP of the credit position of the Buyer. Unless agreed otherwise in writing, FACP shall have no obligation to sell or deliver Products set forth in its Quotation if no written Purchase Order Acknowledgement was issued by FACP or receipt and acceptance of payment or part payment was made by the Buyer or confirmed by the delivery of Products or any part thereof by FACP. Unless stated otherwise in the quote or a discrete agreement confirmed in writing by FACP and the Buyer, any Purchase Order accepted by FACP shall be deemed a discrete contract made in full compliance with the 2020 International Chamber of Commerce "ICC", pursuant to the International Commercial Terms "Incoterms" EX-WORKS and pursuant to the Terms and Conditions of Sale set forth herein.
5. **PRICES, CURRENCY & EFFECT OF ECONOMIC VARIATIONS** - Prices and currency are as stated in the Quotation or as may be agreed in writing between the Buyer and FACP or as further set forth herein this Clause 5. If the cost of the Products increases due to persistent increase in the price of certain cost factors including but not limited to raw material, freight, sub-components, services, or the imposition of irrecoverable taxes or tariffs or in the case of currency fluctuation persisting for thirty (30) calendar days at a rate deemed at variance with that which was prevailing on the date of the Quotation. FACP reserves the right to increase the price of Products and/or apply a surcharge reflecting the increase in any or all such cost factors. FACP reserves the right to request the payment for the Purchase Order to be made in either the currency of the Buyer or the Pound Sterling of United Kingdom and always relying on the rate of exchange prevailing on the date of the quotation. The price increase or surcharge as may be requested by FACP shall always reflect the prevailing economic conditions and for as long as such conditions persist or until the termination of the Contract. Notwithstanding the provisions stated herein this Clause 5, and unless otherwise agreed in writing by FACP and the Buyer, all Purchase Orders are accepted by FACP subject to FACP's price in effect at the time of collection or shipment or as agreed in writing by FACP and the Buyer.
6. **TERMS OF PAYMENT** - The Buyer acknowledges that the time of payment as set forth in FACP's quotation and / or as invoiced is always of the essence unless agreed otherwise in writing by FACP. Unless expressly agreed otherwise by FACP in writing, the payment terms shall be as stated in the quotation or any other similar instrument. In the event the Buyer fails to settle FACP's invoice(s) when falling due, FACP reserves the right to take any or all actions as FACP deems necessary to recover any payment due, including: (a) any actions allowable under the law; (b) withhold shipment of goods; (c) demand the return of previously shipped goods; (d) introduce new payment terms; and / or (e) cancel part or any remaining Purchase Order. In case of delayed payment, FACP reserves the right to charge the Buyer interest on any overdue amount at a rate of 0.03 % per calendar day. If the Buyer fails to make any payment when falling due, the Buyer shall be liable to indemnify FACP for all cost and expenses, including any reasonable attorney fees, court cost, and any associated expenses as may be incurred by FACP with respect to its action to recover its cost including the invoiced sums and related late payment interest. With respect to any Purchase Order made ready to collect in accordance with the provisions of Incoterm EXW, the Buyer shall undertake to collect the packed and ready order from the designated location within a maximum of seven (7) business days from the date the Buyer was notified the goods are ready for collection. Should the Buyer fail to collect the order within the specified time of seven (7) business days, the Buyer shall become liable to make immediate full payment for the completed Purchase Order irrespective of the credit term in force that may be granted by FACP to the Buyer. In the case whereby the Purchase Order was partly paid for in advance, the Buyer shall be liable to make the remaining balance immediately. In all possible cases, should the Buyer fail to collect the goods after having been notified the order is ready to collect, FACP shall apply a surcharge to cover the cost of storage at a rate taking into account all cost factors accrued for each day of delay in excess of the allowed seven (7) business days.
7. **PURCHASE ORDER INVOLVING CUSTOM-MADE ADAPTATIONS OR REDESIGN** – with respect to all or any Purchase Order involving custom-made adaptations or redesign, the Buyer acknowledges and confirms that such Purchase Order is not cancellable and any payment made to FACP with respect to the said Purchase Order is not refundable without the consent of FACP which consent shall be solely at the discretion of FACP. For any such Purchase Order, the Buyer shall be liable for any and all pre-agreed or confirmed expense as well as any incidental cost and investment made by FACP for the purpose of fulfilling the said Purchase Order. Should the Buyer at any point in time fail to collect the order when ready or settle in full any invoice when falling due, FACP shall have the right to terminate such contract and the Buyer shall indemnify FACP for any and all related cost incurred by FACP including any incidental expenditure and shall waive any and all claims against FACP including but not limited to loss of profit, tangible or intangible commercial losses, incidental, special, punitive or consequential damages.
8. **RIGHT OF SET OFF** - The Buyer shall not under any circumstance withhold any payment due to FACP by reason of any right of set-off or counterclaim however defined which the Buyer may have or allege to have for any reason whatsoever without the prior written consent of FACP.
9. **CREDIT TERMS** - FACP reserves the right to grant, deny, cancel or alter any credit terms offered to the Buyer at any point in time at its sole discretion. FACP may invoice the Buyer and recover payment for each shipment made as a separate transaction irrespective of any other Purchase Order or agreement made between the Buyer and FACP, or if, in FACP's sole assessment, the financial position of the Buyer is or has become unsatisfactory, FACP may, at its sole discretion and without prejudice to any of its other rights and remedies, (a) defer or decline to make any shipments except upon receipt of satisfactory security or cash payments in advance, and, or (b) terminate all Purchase Orders issued by the Buyer.
10. **CANCELLATION & REPUDIATION** - FACP reserves the right to cancel any confirmed discrete Purchase Order or scheduled Purchase Order on written notice of thirty (30) calendar days and ninety (90) calendar days respectively. Once FACP has accepted or begun the fulfilment of the Purchase Order to any extent such Purchase Order shall automatically become non-cancellable, non-modifiable or refundable save under exceptional circumstances and with the express written consent of FACP, such consent if given, shall not relieve the Buyer from full liability for the full payment of the Purchase Order and any legitimate losses or cost incurred or suffered by FACP with respect to the fulfilment of the Purchase Order to any extent. Should the Buyer repudiate its responsibilities with respect to the Purchase Order or notify FACP not to proceed with the Purchase Order, the Buyer shall become immediately liable to FACP for the cost of the Purchase Order and all cost incurred and legitimate disbursement made as well as profit lost with respect to all finished or partly finished Products and any cost incurred with respect to the procurement of components and subcomponents as well as services contracted to third parties specifically for the fulfilment of the Purchase Order. Repudiation by the Buyer with respect to custom-made Products, will automatically render the Buyer immediately liable for all pre-agreed or legitimate cost incurred by FACP for the implementation of the requested adaptations or modifications to the Products specified in the Purchase Order including but not limited to the procurement of jigs and tooling, assembly equipment, storage, dedicated work space as well as for any specifically developed or modified operating software, test software, jigs and equipment, inspection systems, and any assets deemed necessary and essential for the implementation of the requested modifications or product design changes required to be made to the Products for the purpose of fulfilling the Purchase Order.
11. **INSPECTION RIGHTS** – notwithstanding the Limited Warranty granted by FACP herein, the Buyer shall have the right to inspect the Products during a period of Fourteen (14) calendar days inclusive, from the date of confirmed receipt or collection by the Buyer or appointed agent thereof of the Products, hereinafter referred to as the "Inspection Period". The Buyer shall notify FACP in writing of any Products that do not conform to the terms applicable to their sale, including any discrepancy in the stated quantities within the said Inspection Period. FACP shall have the right to inspect the Products and investigate the alleged issues of nonconformity within a maximum period of Twenty-one (21) calendar days from the date of receipt or having access to the affected Products. Should no notice of nonconformity be reported in writing by the Buyer within the Inspection Period, FACP shall be deemed to have fulfilled the Purchase Order as required.
12. **RETURN OF PRODUCTS (RETURNS POLICY)** - The Buyer shall not return any Products without FACP's prior written authorization. Any such authorization, if granted, shall be specific and unique to each

case and shall be confirmed in writing by FACP and identified by a unique Return Merchandise Authority “RMA” describing the reasons for the grant. Any RMA thus granted by FACP to the Buyer shall be made in accordance with FACP’s return policies then in force and shall have a fixed, non-renewable or extendable validity expiring on the twenty first (21) business days from the date of its issue. As a prerequisite for granting RMA, the Buyer shall provide to FACP adequate written factual description including any supporting video, photographic or other means evidencing the reported faults. Such evidence provided by the Buyer shall confirm that Products do not comply with the applicable terms of sale and that the reported fault is not caused by mishandling, misuse, disassembly, tampering or any unauthorized modification or use. Notwithstanding any of the provisions in this Clause 12, and generally in these Terms and Conditions of Sale, any returned Products found to be free from fault or found to be mishandled, misused, disassembled, tampered with or subjected to any change or modification whatsoever or generally not as delivered by FACP shall be rejected by FACP and any warranty granted by FACP shall be deemed null and void and consequently FACP relieved from any responsibility and fully indemnified by the Buyer without unreasonable delay against any consequence whatsoever related thereto including, for the avoidance of doubt, any related cost incurred by FACP. The Buyer shall at own cost prepare and appropriately repackage the units to be returned in a condition ready for pickup and suitable for transportation and shall inform and grant FACP adequate time to arrange the pickup of the said Products. If the return of Products is due to reported defect, FACP shall, on receipt of the returned Products, conduct any assessment deemed necessary to determine the root cause and shall implement the appropriate corrective action as deemed necessary without unreasonable delay. FACP shall reserve the right to replace the said faulty Products, repair as required to a condition substantially as new or refund the full price paid for the Products.

13. **TITLE, RISK OF LOSS & DELIVERY** - Unless otherwise agreed in writing between FACP and the Buyer, the Products are sold by FACP to the Buyer in accordance with the provisions of Incoterms EXW 2020. Accordingly, the Buyer shall be deemed fully comprehensively liable for the Products with immediate effect on receipt of notification from FACP confirming the Products are properly packed and ready to collect from the specified location. The Buyer shall take full physical responsibility for the Products and all associated cost and actions including arranging and paying for transportation, insurance, customs clearance and taxations. The liability of FACP shall be limited to ensuring the Products are to the agreed specifications, packed appropriately and kept in a safe and secure place until picked up by the Buyer or any authorised agent thereby. FACP reserves the right to schedule its production as deemed fit to enable the delivery or pickup substantially as agreed between the Buyer and FACP. In circumstances whereby the Buyer specifies deliveries to be made in instalments or according to a specific schedule which is at variant, in terms of quantity and timeline with the originally confirmed schedules, FACP shall agree to Buyer’s request and shall deliver Products in accordance with the Buyer’s modified schedules subject to the proviso that FACP shall retain the right to adjust the prices to cover any associated additional cost. The full ownership right and title in the Products shall be deemed vested in the Buyer upon receipt of full payment by FACP for the Purchase Order.
14. **DAMAGE** - The Buyer shall notify FACP within the period specified in Clause 11, the Inspection Rights of any shortage or damage to the Products and shall grant FACP a reasonable opportunity to inspect the Products. FACP shall not be responsible or liable for any loss occasioned by damage or shortage falling outside the Inspection Right or in transit or any other cause not attributable to defects of material, workmanship, manufacture or packing of the Products.
15. **QUANTITIES** - Unless otherwise agreed in writing, any variation in quantities shipped over or under the quantities specified in the Purchase Order not to exceeding 10% shall constitute compliance with Buyer’s Purchase Order and the stated unit price will continue to apply unchanged. The variables occasioned with respect to such increase or decrease in the ordered quantities shall be redressed at the earliest possible opportunity or as may be mutually agreed between the Buyer and FACP.
16. **GENERAL WARRANTY** - FACP warrants that the Products sold shall (a) conform to the descriptions and specifications of the Products as set out in the quotation of the Purchase Order, (b) be supplied free of any lien, security interest or encumbrance created by FACP or any other party appointed thereby or associated with FACP, and (c) be free from substantial defects in material and workmanship under proper installation and normal use.
17. **Limited Product Warranty**
  - A. **Warranty Period & Scope**

Unless otherwise agreed in writing by FACP, and notwithstanding Clause 16, FACP shall provide the Buyer with a limited warranty for the Products specified in the Purchase Order. This warranty is valid for a period of six (6) months from the date of transfer of ownership and title to the Buyer.
  - B. **Coverage**

This limited warranty covers only defects in material and/or workmanship that:

    - Render the Products unusable for their intended purpose, or
    - Prevent their mounting, assembly, or integration into the intended system.
  - C. **Exclusions**

This warranty does not cover any defects or damages caused by:

    - Normal or expected wear and tear.
    - Accidental damage.
    - Misuse, improper assembly, unauthorized disassembly, modification, or tampering.
    - Improper care, maintenance, or integration, unless the Products are classified as single-use only.
  - D. **Exclusive Remedies**

The Buyer’s sole and exclusive remedies under this limited warranty are as follows, at FACP’s discretion:

    - Replacement of the defective Products or any part thereof.
    - Refund of the purchase price upon return of the defective Products.
    - Repair of the defective Products to a substantially new condition.
  - E. **Claim Process**
    - All warranty claims must comply with FACP’s returns policy (as set forth in Clause 12).
    - FACP shall inspect and investigate all warranty claims within twenty-one (21) business days from receipt of the defective Products.
    - Products returned without prior confirmation of compliance with FACP’s returns policy will not be accepted.
    - Acceptance of returned Products is subject to inspection and approval by FACP
18. **DISCLAIMER OF FURTHER WARRANTIES** - Except as set forth herein and more particularly above in Clauses 16 & 17, with respect to the Products generally and more particularly those deemed under warranty, FACP makes no other warranty or representation of any kind express or implied including no warranty of merchantability or fitness for any particular purpose.
19. **LIMITATION OF LIABILITY AND REMEDIES** - FACP shall not be liable, and the Buyer shall waive all claims against FACP including for incidental, special, punitive or consequential damages, lost profits or commercial losses, whether or not based upon FACP’s negligence or breach of warranty or strict liability in tort or any other cause of action. FACP shall not be liable to the Buyer for any loss, damage, or injury to persons or property resulting from handling, storage, transportation, resale, or use of the Products in manufacturing processes, or in combination with other substances or products, or otherwise. FACP’s liability, under these Terms and Conditions or in connection with the sale of the Products shall not under any circumstance exceed the purchase price of the specific Products to which a claim of liability has been made.
20. **INVENTORY** - Except as set forth hereunder these Terms and Conditions of Sale or any iteration thereof, FACP shall neither accept return of the Products nor be responsible for its destruction.
21. **TECHNICAL DATA** – with respect to the Products, all physical properties, performance statements and recommendations or representations are based on either tests or experience that FACP believes to be reliable but not guaranteed.
22. **PRODUCT USE** - The Buyer is solely responsible for determining whether the Products are fit for a particular purpose and suitable for the Buyer’s method of application. For the avoidance of doubt the complete responsibility and proof for ensuring the Products are fit for the purpose and application as may be chosen by the Buyer shall remain fully vested in the Buyer. Accordingly, and more particularly due to the nature and manner of use of FACP’s Products, FACP is not responsible for the application or the results or consequences of use or misuse of the Products by the Buyer or any of its agents.
23. **TOOLING** - Unless otherwise agreed in writing and signed by an authorised representative of FACP, all material, equipment, facilities, and special tooling, which term includes but not limited to tools, jigs, dies, fixtures, moulds, patterns, special taps, special gauges, special test equipment, and manufacturing aids and replacements thereof, as may be used in the manufacture of the Products related to any Purchase Order shall remain the exclusive property of FACP. Any material, Tooling, or equipment furnished to FACP by the Buyer shall remain the property of the Buyer.
24. **TAXES** - The Buyer shall pay to FACP, in addition to the purchase price, the amount of all fees, duties, licenses, tariffs, and all sales, use, privilege, occupation, excise, or other taxes, municipal, state, local or foreign, which FACP is required to pay or collect in connection with the Products sold to the Buyer. Failure by FACP to collect or pay any such fees or taxes shall not affect the Buyer’s obligations hereunder and the Buyer shall fully defend, indemnify and hold harmless FACP with respect to any such tax obligations.
25. **OWNERSHIP OF INTELLECTUAL PROPERTY** - All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights, trademarks, patents and applications thereof, and other information or Intellectual Property disclosed or otherwise provided to the Buyer by FACP and all rights therein collectively referred to as “Intellectual Property” and any intellectual property stemming thereof shall remain the exclusive property of FACP and shall be kept confidential by the Buyer in accordance with these Terms and Conditions. The Buyer shall have no claim to, or ownership interest however defined in any Intellectual Property and any such information supplied by FACP in whatever form or to any degree and any copies thereof shall be promptly returned to FACP upon written request. The Buyer confirms and acknowledges that the acceptance of FACP of any Purchase Order from the Buyer shall not in any way be interpreted as conferring on the Buyer any rights pertaining to the FACP Intellectual Property rights as set forth herein. The rights granted by FACP to the Buyer shall be limited to the use of FACP’s proprietary Products purchased under the Terms and Conditions of Sale set forth hereunder and solely for the intended purpose.
26. **CONFIDENTIAL INFORMATION** - All information supplied or made available by FACP to the Buyer in connection with the Products sold under the Terms and Conditions set forth herein shall be held in confidence by the Buyer. The Buyer agrees not to use such information or disclose any such information to any party without FACP’s prior written consent. The obligations in this Clause 26, shall not apply to any information which (a) at the time of disclosure was or thereafter becomes, generally available to the public by publication or otherwise through no breach by the Buyer of any obligation stated herein, (b) the Buyer can conclusively demonstrate by written and verifiable records was in the Buyer’s possession prior to disclosure by FACP, or (c) is legally made available to the Buyer by or through a third party or confirmed by a ruling issued by a court of competent jurisdiction.

- 27. INFRINGEMENT AND INDEMNIFICATION** - Except as set forth herein, FACP agrees to defend, indemnify and hold the Buyer harmless against any claims, cost, damages, liability and expenses resulting from the infringement of granted patent, trademark, copyright, or the misappropriation of confidential information, or violation of any other Intellectual Property right, domestic or foreign, that may arise from the sale of FACP's proprietary Products delivered to the Buyer as pertains to the subject matter of these Terms and Conditions provided that the Products: (i) is not modified in any way by the Buyer or any other associated party, (ii) is not a part provided by the Buyer to FACP, and (iii) is used in the manner and according to the specifications defined and intended by FACP. If a legal action or claim results in any injunction or any other order that would prevent FACP from supplying any part of Products, or if the result of such legal action or claim would, in the reasonable opinion of FACP, cause FACP to be unable to supply the Products or any part thereof, FACP shall have the right, at sole discretion, to do any or all of the following: (a) secure an appropriate license to permit FACP to continue supplying the Products to the Buyer; (b) modify the Products to avoid infringement; (c) replace the Products with practically equivalent but a non-infringing Products; or (d) if FACP cannot reasonably accomplish the actions specified in Clauses 27(a) to 27(d), then at sole discretion, FACP may discontinue selling the Products without any further liability to the Buyer. The Buyer agrees to defend, indemnify and hold FACP harmless against any claims, cost, damages, liability and expenses resulting from actual or alleged patent, trademark, or copyright infringement, misappropriation of confidential information, or violation of any other Intellectual Property right, domestic or foreign, that may arise from the making, using or selling of the Products or using any process that is designed or specified by the Buyer. If any claim is made by a third party on the basis of which indemnification may be sought, the party entitled to indemnification (the "Indemnified Party") shall give a written notice of such claim to the party liable for such indemnification (the "Indemnifying Party") promptly after the Indemnified Party has received a written notice of such claim. The Indemnifying Party shall have the right to defend and/or settle such claim at its expense, provided that it does so diligently and in good faith. The Indemnified Party shall cooperate with such defence and/or settlement and shall have the right to participate at its expense (but not to control) in such defence and/or settlement. No settlement shall be entered into unless the Indemnified Party shall be relieved from all liability for such claim.
- 28. FORCE MAJEURE** - FACP shall not be liable for failure to perform or delay in performance or delivery of any Products or Services due to (a) fires, floods, strikes or other labour disputes, accidents, sabotage, terrorism, war, riots, acts of precedence or priorities granted at the request or for the benefit, directly or indirectly of any state or local government or any subdivision or agency thereof, delays in transportation or lack of transportation facilities, restrictions imposed by state or local laws, rules or regulations; or (b) any other cause beyond the reasonable control of FACP. In the event of the occurrence of any of the foregoing, the time for performance shall be extended for such time as may be reasonably necessary to enable FACP to perform its obligations as set forth herein. FACP may, during any period of shortage due to any of the aforementioned circumstances, allocate its available supply of Products among itself and its Buyers in such manner as FACP, in its sole judgment, deems fair and equitable.
- 29. ASSIGNMENT AND DELEGATION** - The Buyer shall not under any circumstance assign any rights or interest or delegate any obligation or duty under these Terms and Conditions, including with respect to FACP's quotation, Purchase Order acknowledgement, or invoice, or the Purchase Order, without the prior written consent of FACP and any assignment or delegation made without the prior written consent of FACP shall be wholly irrevocably deemed null and void.
- 30. INTEGRATION CLAUSE** - Save in the event of fraud, these Terms and Conditions of Sale constitute the sole terms and conditions applicable to the Contract of Sale or Purchase Order between FACP and the Buyer and shall supersede any other terms or conditions, understandings, agreements, representations, quotations or statements, or any contract terms or conditions submitted by the Buyer including in the Purchase Order. No modification to the Terms and Conditions of Sales set forth herein shall be valid or enforceable unless expressly agreed by FACP in writing.
- 31. WAIVER** - The insistence or otherwise none by FACP on the strict compliance by the Buyer with these Terms and Conditions or the exercise and otherwise none of any of FACP's rights and remedies with respect to any breach by the Buyer of any of the Terms and Conditions set forth herein shall in no way be construed as a waiver by FACP of any of its rights and remedies hereunder. Waiver by FACP of any breach by the Buyer of these Terms and Conditions shall not be construed as a waiver of any other existing, continued or future breach. Notwithstanding any contrary statute of limitations, FACP reserves the right to seek any and all remedies with respect to any default by the Buyer not expressly waived in writing by FACP and any delay by FACP in seeking remedy shall in no way be construed as a waiver of any such rights as conferred on FACP under these Terms and Conditions as set forth herein.
- 32. LIMITATION OF ACTIONS** - Notwithstanding any contrary statute of limitations, any cause of action for any alleged breach of these Terms and Conditions by FACP shall be barred unless commenced by the Buyer within one (1) month from the date of such cause of action for any alleged breach.
- 33. SEVERABILITY** - If any provision herein shall be held to be unlawful or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
- 34. LITIGATION COST** - If any litigation or arbitration is commenced between FACP and Buyer concerning any provision of these Terms and Conditions, the party prevailing in the litigation or arbitration is entitled, in addition to such other relief that may be granted, to a reasonable sum to cover their attorney's fees in such litigation or arbitration, provided that if each party prevails in part, such fees shall be allocated in such manner as the court or arbitrator shall determine to be equitable in view of the relative merits and amounts of the parties' claims.
- 35. JURISDICTION AND GOVERNING LAWS** - Any dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which are deemed to be incorporated by reference into this clause. The seat of arbitration shall be London, United Kingdom. The language of the arbitration shall be English. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.