

Terms and Conditions of Sale

1. INTERPRETATION

1.1 Defined Terms

In the Agreement and these terms and conditions: **“Agreement”** means the contract or contracts for the sale of the Goods entered into between the Seller and the Buyer of which any quotation and these terms and conditions and any Buyer’s order if accepted by the Seller form part; **“the Buyer”** means the person who is to buy the Goods referred to in the Agreement; **“the Goods”** means any item which is to be sold by the Seller pursuant to the Agreement; **“the Price”** means the total sum (exclusive of value added tax) payable by the Buyer to the Seller referred to in the Agreement; **“the Reseller”** means any Buyer who buys the Goods referred to in the Agreement for the purpose of their resale; **“the Seller”** means ITW Ltd
1.2 The headings are included for convenience only and shall not affect the interpretation or construction of these terms and conditions.
1.3 In the Agreement, unless the context requires otherwise, any reference to:
(a) a “party” or “the parties” is to a party or the parties (as the case may be) to the Agreement;
(b) a Condition is to a condition of these terms and conditions;
(c) a statute or statutory provision includes any consolidation or re-enactment of the same and any subordinate legislation in force under the same from time to time;
(d) the masculine, feminine or neuter gender respectively includes the other genders, references to the singular include the plural (and vice versa) and references to persons include firms, corporations and unincorporated associations.

2. CONDITIONS TO APPLY TO EVERY CONTRACT

These Conditions shall apply to and form part of every contract between the Seller and the Buyer for the sale and purchase of the Goods. All quotations are made and all orders are accepted on and subject to these Conditions. No terms or conditions specified by the Buyer (whether or not earlier agreed expressly or by conduct between the Seller and the Buyer or submitted in a later document and/or which purport to exclude or supersede any terms or conditions inconsistent with them) shall apply or have effect.

3. QUOTATIONS AND ACCEPTANCE OF ORDERS

3.1 Quotations are not binding on the Seller and may be withdrawn or modified. Any quotations or estimates made by the Seller shall remain open for a period of 60 days and a contract will only be formed when the Buyer has accepted these Conditions either expressly in writing or by implication.
3.2 No order submitted by the Buyer shall be deemed accepted until confirmed in writing by the Seller. Orders will be deemed accepted by the Seller when the relevant ‘Order Confirmation’ document has been issued which will confirm the selling price of the goods or services. Orders are accepted subject to the credit status of the Buyer being satisfactory to the Seller from time to time. The Seller may cancel any Contract at any time if the Buyer’s credit references are not satisfactory to the Seller.
3.3 Orders for parts which are bespoke or the subject of a special order are not able to be cancelled or returned. The Seller will notify The Buyer of parts subject to this condition on the order confirmation document.
3.4 Where an order is for parts the buyer may request amendment or cancellation of the goods until such time as the goods are being processed. After this time cancellations or amendments cannot be made and the buyer is required to take delivery of the goods.
3.5 The Seller may alter the specification of any Goods if this does not materially and adversely affect their performance or utility.
3.6 If any variation in the Goods or any Agreement is agreed or is required for compliance with any applicable law, regulation or safety recommendation the Buyer shall pay such additional amount as is fair and reasonable and the Seller shall have reasonable additional time to perform any Agreement.
3.7 Any Agreement may only be varied or amended with the Seller’s written consent and upon such terms as the Seller may specify.

4. MANUFACTURE AND SALE

The Seller agrees to manufacture and sell the Goods to the Buyer and the Buyer agrees to purchase the Goods for the Price subject to and in accordance with the terms of the Agreement. The Buyer agrees to comply with all laws relating to the Buyer’s use of the Goods and to indemnify the Seller in respect of all losses incurred by the Seller arising out of any acts or omissions of the Buyer which infringe any law or regulation.

5. PRICE

5.1 The Price shall be the Seller’s quoted price and is calculated on an ex works basis and is exclusive of the costs of packaging, carriage, insurance and unloading.
5.2 The Seller reserves the right to increase the Price

at anytime. In addition, the Seller may recover any additional costs arising due to factors outside the control of the Seller including but not limited to foreign exchange fluctuations, increases in duties or a significant increase in the costs of labour, material or supply, or where the Buyer has requested any variation or modification to quantity or specification of the Goods or has requested a particular delivery date or where the delivery of the Goods is suspended, varied or otherwise delayed by reason of an act or omission on the part of the Buyer.
5.3 The Price and all other sums due under the Agreement are exclusive of value added tax (or any successor tax or equivalent local tax) which will be added and shall be payable to the Seller by the Buyer in accordance with the law applicable from time to time.

6. PAYMENT

6.1 Payment is due in full (without any right of set-off, deduction or withholding whatsoever) on the last working day of the month subsequent to the month in which the invoice is dated/within 30 days of the date of the invoice rendered in respect of the Goods unless agreed otherwise in writing by a Director of the Company. Time for payment shall be of the essence of the Agreement.
6.2 Interest shall be payable by the Buyer on any money which is not paid by it to the Seller by the date for its payment and shall accrue at the rate of 4 per cent above the base rate from time to time of HSBC Bank plc until payment is received in full.

7. DELIVERY AND RETURNS

7.1 Save as otherwise agreed in writing by the Seller, delivery shall take place at the time the Goods leave the Seller’s premises. The Buyer shall take delivery of the Goods at the Seller’s premises and shall pay the costs of any checking or inspection of the Goods and of any packaging requested by the Buyer. The Seller agrees if requested by the Buyer to arrange as the Buyer’s agent at the Buyer’s expense for the carriage (including loading and unloading) of the Goods. The Seller shall not be responsible or liable in any way for any non-delivery or delay in such carriage, any loss of or damage to the Goods during such carriage or the act or omission (negligent or otherwise) of any third party in connection with any such carriage. The Buyer shall obtain all necessary import and export licences and approvals.
7.2 Delivery shall take place when the Goods are placed at the Buyer’s disposal as set out in Condition

7.1. The Seller shall use its reasonable endeavours to meet any estimated or requested dates for delivery but shall not be liable in any way for any failure to meet any such date. The time of delivery shall not be of the essence of the Agreement.
7.3 In the event of the Buyer failing to take delivery of the Goods within 14 days of their becoming available, the Seller shall be free to store the Goods at the risk and expense of the Buyer and/or to re-sell any of them without prejudice to the Seller’s rights and remedies against the Buyer.

7.4 The Seller shall be entitled to make partial deliveries of the Goods or deliver the Goods in instalments. Where delivery is to be or may be fulfilled in separate instalments, deliveries or parts, each instalment, delivery or part shall constitute a separate contract. Payment for each instalment, delivery or part shall be made accordingly and any defect or failure in delivery of one or more instalments will not entitle the Buyer to cancel other instalments or to terminate the Agreement.
7.5 The Buyer shall upon delivery of the Goods examine the Goods and shall promptly notify the Seller, and the carrier where relevant, of any damage, defect or shortage reasonably apparent to the Buyer on reasonable examination of the Goods. Claims in respect of any damage, defect or shortage must be made within 7 days following delivery of the Goods. Where the claim is for damage to a parts delivery this must be made within 24 hours of the signature accepting the goods.
7.6 If the Seller indicates in the Order Confirmation that products are manufactured and/or ordered at the Buyer’s instruction or requirements, the respective order cannot be cancelled, the Buyer is obliged to take delivery of the Products when they are made available by the Seller and the Products cannot be returned
7.7 Where parts are delivered as outlined in paragraph 3.4 above the buyer may return the goods provided that they are in their original packaging and are in a resalable condition. Returns will be subject to any current fees and charges.
7.8 In the event of The Buyer wishing to return for refund some or all of the goods The Buyer must first contact The Seller to obtain authorisation for the return of the goods. Following authorisation being granted The Buyer must return the goods within 14 days (or 21 days where authorisation is given within 7 days of 24th December) of authorisation being granted. Where The Buyer requests that The Seller arrange collection of the goods The Seller will deduct the cost of the return of the goods from any refund subsequently issued to The Buyer. The Seller will then refund the value of the goods minus any current applicable fees and charges only after the goods have been inspected and are found to be

suitable for resale. Shipping charges are not eligible for refund.

7.9 In the event of The Buyer wishing to return for refund some or all of the goods due to a defect found within the warranty period The Buyer must first contact The Seller to obtain authorisation for the return of the goods. Following authorisation being granted The Buyer must return the goods within 14 days (or 21 days where authorisation is given within 7 days of 24th December) of authorisation being granted. Where goods are reported as defective The Seller will arrange collection of the goods from the address provided by The Buyer. If the goods are not available for collection at the address provided The Buyer must then return the goods within the required time period. The Seller will refund the value of the goods only following inspection and verification of the declared fault. Where the goods are found not to have a fault The Seller will contact The Buyer to enable The Buyer to either request the goods be returned them at their cost or authorise disposal of the goods. Shipping charges are only eligible for refund where the defective item is the only item supplied in the delivery.

8. RISK AND PROPERTY

8.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time the Goods leave the Seller’s premises, save as otherwise agreed in writing by the Seller.
8.2 Notwithstanding delivery and the passing of risk in the Goods, title to and ownership of the Goods will not pass to the Buyer until the Seller has received all sums due from the Buyer to the Seller under all contracts between them in full in cash or cleared funds.
8.3 Until such time as property in the Goods passes to the Buyer, the Buyer shall:
(a) hold the Goods as the Seller’s fiduciary agent and bailee and the Seller may require return of the Goods. For the purpose of recovery of the Goods, the Buyer grants the Seller an irrevocable licence to enter any premises where the Goods are situated (or are reasonably thought to be situated) to repossess them and the Buyer agrees to pay the costs of repossession;
(b) keep the Goods separate from those belonging to the Buyer and third parties and properly stored, insured and identified as the Seller’s property; and
(c) the Seller shall have a lien over any of the Buyer’s assets in its possession or control.

9. WARRANTY

9.1 The Seller warrants only that at the time risk passes to the Buyer and for the period detailed in the Warranty Terms provided by ITW, or in case the Warranty Terms are not provided or do not detail the warranty period – for a period of 24 months (6 months for parts supply) from the date of delivery to the common carrier (“the warranty period”) the Goods will conform to the specification set out in the Agreement and be reasonably free from fault due to:
(a) defective materials;
(b) defective workmanship; and
(c) defective design to the extent the design is from the Seller, having regard to the state of the art at the date of such design.
9.3 The Buyer’s remedies and the Seller’s obligations under this warranty shall be limited to faults which are discovered by the Buyer during the warranty period and are notified in writing to the Seller within 14 days after discovery of each such fault.
9.4 This warranty shall not extend to:

(a) any fault caused by any accident or normal wear and tear or by any act, default or misuse of the Goods by the Buyer or any third party or by failure to follow any instructions or recommendations supplied orally or in writing with the Goods;
(b) any fault arising out of the use of the Goods in conjunction with equipment or materials not reasonably contemplated by the Seller;
(c) any fault caused by the Goods having been altered, modified or repaired other than at the Seller’s premises or by a third party not expressly nominated or approved in writing by the Seller other than in a manner expressly stipulated by the Seller;
(d) any fault arising directly or indirectly from a design made or furnished by the Buyer or from materials or other property supplied by the Buyer or from any parts or items that have not been completely manufactured or supplied by the Seller;
(e) any matter regarded as a fault due to a modification, alteration or replacement required by a change in the requirements of any governmental or regulatory association, society, institute, authority or other body;
(f) any fault arising out of the Goods having been subjected to any type of operation or use in contravention of their specification or their operational limitations or any type of operation or use for which the goods are not manufactured; or
(g) any fault arising from any cause beyond the control of the Seller.
9.5 The sole liability of the Seller under any warranty that may arise to the Buyer under this Condition shall be for the Seller to replace the Goods or repair any faults due to defective design, materials or workmanship by the Seller in the manufacture of the Goods.

10. EXCLUSIONS AND LIMITATIONS OF LIABILITY

10.1 All warranties, representations, guarantees, conditions and terms, other than those expressly set out in the Agreement whether express or implied by statute, common law, trade usage or otherwise and whether written or oral are hereby expressly excluded to the fullest extent permissible by law.
10.2 The Seller’s maximum aggregate liability under, arising from or in connection with the Agreement shall be limited to a sum equivalent to the Price (exclusive of value added tax or any successor tax or equivalent local tax) of the Goods.
10.3 The Seller shall not be liable for any claim, whether arising in contract, tort (including negligence) or otherwise, for consequential, economic, special or other indirect loss including (without limitation) losses calculated by reference to profits, contracts, business, goodwill, income, production or accruals.
10.4 The Buyer accepts that the limitations and exclusions set out in the Agreement are reasonable having regard to all the circumstances including, without limitation, the Price.
10.5 Notwithstanding anything to the contrary in the Agreement, nothing in the Agreement shall exclude, restrict or limit the Seller’s liability for death or personal injury resulting from the Seller’s negligence nor affect the Buyer’s statutory rights.
10.6 The Seller shall not be liable for any loss, damage or otherwise as a direct or indirect result of the failure to perform or delay in performing any of its obligations nor shall there be a breach of the Agreement as a result of the occurrence of any cause whatsoever beyond its control, including without limitation acts of God, fire, flood, storm, civil disturbance, explosion, power failure or reduction of power supplies, acts, orders or requirements of any governmental or regulatory body, lack or shortage of materials, adverse weather conditions, inability to procure or delay in procuring equipment and materials from its normal suppliers, mechanical breakdown or strike, lock-out or labour dispute.

11. INSURANCE

The Buyer shall effect and maintain insurance of the Goods at its own expense at all times after risk in the Goods shall have passed to the Buyer until title in the Goods shall have passed to their full replacement or re-shipment value against all risks (including liability insurance, if appropriate). The Buyer shall ensure that the policy contains an endorsement naming the Seller as sole loss payee in respect of the Goods to the extent of moneys owing but not paid by the Buyer to the Seller and hereby assigns to the Seller all sums which may become due under such insurance to such extent.

12. SAFETY

The Buyer shall comply fully with all user instructions and safety recommendations issued by the Seller in relation to the Goods.

13. INTELLECTUAL PROPERTY RIGHTS

The Buyer shall indemnify the Seller at all times (both before and after the supply of the Goods) against all claims, proceedings, actions, liabilities, losses, costs (including legal costs), expenses, penalties and damages of whatsoever nature brought against, suffered or incurred by the Seller relating to any infringement or alleged infringement of any intellectual property right, including without limitation any copyright, rights in performances, moral rights, patent, registered design, design right, trade mark, service mark or know-how or other confidential information arising out of the Seller’s manufacture of, or carrying out of any other work in relation to, the Goods in accordance with any instruction, specification, design, drawing or other data supplied by or on behalf of the Buyer or the supply of such Goods to the Buyer. All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to Buyer by Seller and all rights therein (collectively, “Intellectual Property”) will remain the property of Seller and will be kept confidential by Buyer in accordance with these Terms. Buyer has no claim to, nor ownership interest in, any Intellectual Property, and such information, in whatever form and any copies thereof, shall be promptly returned to Seller upon request from Seller. Buyer acknowledges that no license or rights of any sort are granted to Buyer hereunder in respect of any Intellectual Property, other than the limited right to use Seller’s Products or receive the Services purchased from Seller. Buyer shall not use, directly or indirectly, in whole or in part, Seller’s name, or any other trademark or trade name that is now or may hereafter be owned by Seller (collectively the “Trademarks”), as part of Buyer’s corporate or business name, or in any way in connection with Buyer’s business, except in a manner and to the extent authorized herein or otherwise approved by Seller in writing. Buyer hereby acknowledges Seller’s ownership of the Trademarks and the goodwill associated therewith. Buyer shall not infringe upon, harm or contest the validity of any Trademarks. Buyer shall be entitled to use the

Trademarks only in connection with the promotion or sale of the Authorized Products pursuant to the terms of the Agreement. Buyer shall reproduce the Trademarks exactly as specified by Seller. Buyer shall not use the Trademarks in combination with any other trademarks or names. Buyer agrees that it will not register or attempt to register any Trademark or any colorable imitation thereof (including any non-English language variation thereof), or use such Trademarks for any products or for any purposes other than those set forth in the Agreement. Buyer shall not at any time during or after termination of the Agreement use in its business any other trademark that is similar to or in any way resembles the Trademarks so as to be likely to cause deception or confusion with the Trademarks. Buyer shall provide reasonable cooperation to Seller with respect to any efforts of Seller to protect, defend or enforce its rights to the Trademarks. Should Buyer cease being an authorized customer of Seller for any reason, Buyer shall immediately discontinue any formerly permitted use of Seller's name or the Trademarks.

If the Goods include or consist of software developed, owned or licensed by Seller ("Software"), the use of the Software is subject to the software license agreement provided by Seller or accompanying or contained in the Product (the "SLA"). In the event of a conflict between the SLA and these Terms, the SLA will take precedence. In the event of a conflict between the terms contained in this section (the "Software Terms") and terms contained elsewhere in these Terms, the Software Terms will take precedence.

14. SERVICE TERMS

14.1 The following terms and conditions apply to any on-site Services provided by Seller:

A. Services will be provided at Seller's then current service rates.

B. Buyer shall prepare the site, including, as applicable, the construction of all necessary electrical disconnects/connections. If the site is not available and prepared for the Services upon Seller service personnel's arrival at the agreed upon time and date for Services, Seller may charge Buyer for any delay and/or travel time at Seller's regular service rates.

C. Buyer shall provide Seller with advance notice of any rules, regulations, statutes and requirements applicable to the Services, including any required permits and licenses that are applicable to Buyer's local jurisdiction.

D. Seller may refuse, without any liability, to provide Services and to allow Seller service personnel to suspend Services or vacate any site where, in Seller's opinion, performance of Services would pose a risk to the safety of any person. In such event, Buyer is responsible for payment of any delay and/or travel time at Seller's regular service rates.

E. Buyer is solely liable for all damages or injuries caused or contributed to by Buyer that may occur on the site, except to the extent damages or injuries are directly caused by the gross negligence or willful misconduct of Seller service personnel.

F. Buyer must provide at least 24 hours' notice of cancellation of any Service order. If Buyer cancels with less than 24 hours' notice, Buyer is responsible for any costs incurred by Seller caused by such cancellation.

15. TERMINATION

15.1 The Seller shall have the right (but without prejudice to any other rights or remedies they may have in such event) to terminate the Agreement forthwith at any time on giving the Buyer written notice in any of the following events:

(a) if the Buyer commits a material breach of any of the terms of the Agreement including but not limited to failure to make payments as they fall due or is a party to dishonest or fraudulent conduct in relation to the Agreement; or

(b) if the Buyer commits any other breach of its obligations and fails to remedy such breach within 30 days after being given written notice to remedy such default; or

(c) if the Buyer becomes bankrupt, unable to pay its debts as they fall due, enters into any composition or arrangement with his or its creditors or, where the Buyer is a company, if any resolution or petition to wind up the company (other than for the purposes of an amalgamation or reconstruction without insolvency approved in writing by the other) or for the appointment of an administrator or receiver shall be passed or presented or if an administrator or a receiver of the company's undertaking, property or assets or any part thereof shall be appointed; or

(d) if the Buyer shall sell all or substantially all of its undertaking, property or assets or if distress or execution shall be levied upon all or any part thereof; or

(e) if the Seller's premises, plant, machinery or equipment shall be so seriously damaged as to make it impracticable or uneconomic for the Goods to be manufactured.

15.2 Without prejudice to its other rights under this Agreement, the Seller may terminate this Agreement on 30 days' written notice to the Buyer.

15.3 In the event that the Seller terminates the Agreement at any time in accordance with the provisions of Clauses 4.1 or 4.2 above, the Seller may (a) declare immediately payable any sums owed

under the contract; (b) suspend performance of the contract or (c) regain possession of any Goods, title in which has not yet passed to the Buyer and the Buyer shall as liquidated damages reimburse the Seller forthwith after demand all costs and expenses incurred by the Seller in connection with the manufacture of the Goods up to the time of termination.

15.4 Each provision of the Agreement shall continue in full force and effect after the date of termination unless such provision has been fully performed on or before such date and termination, howsoever arising, shall be without prejudice to any Conditions which are to have effect after termination.

15.5 It is agreed that nothing in this Condition shall affect the Seller's lien on the Goods nor the Seller's rights of stoppage in transit and re-sale pursuant to Sections 38-48 Sale of Goods Act 1979, and in particular but without limitation the right to re-sell under Section 48(3) thereof.

16. GENERAL

16.1 The Buyer further agrees:

(a) not to remove, deface or obliterate the Seller's nameplate from the Goods.

(b) to obtain credit references from the trade referees supplied

(c) to provide ITW with information allowing ITW to perform checks on the Company/Principles/Directors with a credit reference agency

(d) to allow the Seller to share information provided by Buyer with Seller's affiliates

(e) to allow Seller to share information regarding the Buyer with third parties in order to pursue debts from Buyer

16.2 Each party acknowledges that in entering into the Agreement it places no reliance on any representation or warranty relating to the subject matter of the Agreement.

16.3 The Agreement represents the entire agreement between the parties in relation to the subject matter of the Agreement and supersedes any previous agreement, whether written or oral, between the parties in relation to that subject matter.

16.4 If any part of any provision of the Agreement shall be invalid or unenforceable, then the remainder of such provision and all other provisions of the Agreement shall remain valid and enforceable.

16.5 No amendment or variation of the terms of the Agreement shall be effective unless it is made or confirmed in a written document signed by a duly authorised employee of the Seller and the Buyer.

16.6 No delay in exercising or non-exercise by the Seller of any of its rights under or in connection with the Agreement shall operate as a waiver or release of that right. Rather, any such waiver or release must be specifically granted in writing signed by the Seller.

16.7 The rights and remedies of the Seller under the Agreement are cumulative and not exclusive of any rights or remedies under the general law.

16.8 The Buyer may not assign or sub-contract any of its rights under the Agreement without the prior written consent of the Seller. The Seller may assign all or any of its rights and transfer all or any of its obligations under the Agreement without any requirement to notify or obtain the further consent of the Buyer.

16.9 All communications relating to the Agreement shall be in writing and delivered by hand or sent by post or facsimile to the party concerned at the relevant address shown at the start of the Agreement.

16.10 The Agreement shall be construed in accordance with English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts to settle any disputes which may arise in connection with the Agreement.

16.11 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

RESELLER SPECIFIC TERMS

The below terms apply to all Resellers in addition to any terms set forth in the above articles 1 to 16.

17. RESELLER OBLIGATIONS

17.1 Resellers shall adopt a consistent, network-wide approach to branding and provide clear indication of their status as independent ITW Ltd-approved Resellers. Resellers shall maintain core brand values and provide high levels of customer support for the ITW Ltd range of products.

17.2 Authorised Reseller terms are based on the following obligations (at their own cost and expense):

(a) ITW Ltd brand guidelines to be adhered to at all times for both on and offline activities, including but not limited to domain names, logo usage, content, trademarks etc.

(b) making full use of any promotional material that may be supplied by ITW Ltd; Proactive and prominent brand promotion of ITW Ltd's full range of products maintaining brand integrity and values.

(c) maintaining an inventory of ITW Ltd materials sufficient to fulfil customer orders;

(d) maintaining an up to date and appropriate Internet web site (featuring ITW Ltd products) that complies in all respects with these terms;

(e) providing and maintaining adequate sales facilities (online or via physical sales outlets)

whilst engaging competent and experienced sales representatives that are sufficient to support adequately ITW Ltd product sales; making sales and support personnel undertake ITW Ltd-sponsored training;

(f) providing pre- and post-sales customer support in accordance with ITW Ltd's standards for such services, as specified in these terms and as may be notified by ITW Ltd from time to time in writing or via web notification;

(g) technical support provision and on-site training/handovers to be conducted as required by end users, to standard levels determined by ITW Ltd as required; Requirement for appropriate customer complaints procedure to be in place

(h) A Reseller's account is not to be dormant for a time greater than deemed appropriate by ITW Ltd, and payment within agreed terms of debts owed to ITW Ltd by agreed/standard timeframes

(i) Revenue performance and growth to be in line with ITW Ltd expectation/requirements; Standard ITW Ltd product range to form the basis of revenue performance assessment, with income generated by lower tier product ranges to be considered in addition to that of the former as defined by ITW Ltd (j) prompt submission of such reports/information to ITW Ltd as is relevant to the Reseller's performance of its obligations and such other information that may be reasonably requested by ITW Ltd

18. RESELLER USAGE OF ITW LTD PROPRIETARY MATERIAL

18.1 ITW Ltd approved Resellers are authorised to use (for so long as they remain approved ITW Ltd Resellers) ITW Ltd's trademarks, copyright, logos, brands and designs as it makes available to the Reseller. These may only be used in connection with a Reseller's advertisement, promotion, and distribution of the seller's products. The approved Reseller's use of applicable ITW Ltd trademarks, logos, brands and designs is subject to, and conditional on, the Reseller's compliance with ITW Ltd's policies set out in these terms and conditions and otherwise as notified from time to time.

18.2 Resellers shall not alter, erase, deface, or overprint any copyright, patent, trademark, brand, logo or other notices of proprietary material or branding included by ITW Ltd on any of its products, product packaging, or advertising, promotional, and informational materials supplied by ITW Ltd.

18.3 The Reseller shall not have nor shall it acquire any right, title or interest in or to ITW Ltd's trademarks, copyright material, logos, brands and/or designs.

19. ONLINE MARKETING AND BRANDING GUIDELINES FOR AUTHORISED ITW LTD RESELLERS

19.1 ITW Ltd Resellers shall follow the guidelines and toolkit with regards to the online marketing of ITW Ltd products. Resellers shall use their best endeavours to represent the ITW Ltd brand online. All Resellers shall be fully in accordance with legal requirements and ITW Ltd's own commercial guidelines.

20. ONLINE PLATFORM

20.1 The Reseller shall:

(a) provide on its electronic platform the geographical address and opening hours of its offices;

(b) ensure that it provides on its electronic platform the phone number, fax number and e-mail address at which it can be reached during business hours;

(c) provide adequate technical information regarding ITW Ltd products that it offers for sale;

(d) put in place and provide on its electronic platform a hotline which customers can call during business hours if they have questions about ITW Ltd products, their technical qualities, the Reseller's customer support services, return policy or any applicable warranties, existing or proposed orders;

(e) confirm electronically the registration of any order and any payment by the customer; and

(f) ensure that, from the time an order is registered through the webpage of the Reseller (or by alternative appropriate means) and confirmed electronically by the Reseller, the agreed maximum number of working days for delivery will not be exceeded.

20.2 The Reseller's electronic platform shall comply with such further online sales guidelines that ITW Ltd may provide from time to time.

20.3 ITW Ltd will have the right to require the Reseller to implement any changes that ITW Ltd deems necessary to the webpage(s) on a Resellers' electronic platform on which it markets and sells ITW Ltd products.

21. RESELLER DEFAULT

21.1 Promoting the ITW Ltd brand requires a consistent, network-wide approach to online branding:

(a) Any content, branding, domain or trademark usage that ITW Ltd deems to be unacceptable; and

(b) Any failure by a Reseller to maintain ITW Ltd brand standards more generally and/or to perform its obligations as specified in these terms and conditions;

may result in legal intervention and the possible termination of a Reseller's account.

22. DOMAIN NAME GUIDANCE

22.1 The domain name of a Reseller should not mislead the customer into believing that they are viewing the ITW Ltd website. The following guidance is applicable for domains registered after 31st December 2011:

22.2 The official ITW Ltd domain name is www.fosterrefrigerator.co.uk, (and associated derivatives). Any domain names that are considered to be an imitation of these domains may result in termination of the Reseller's account. In the example of ITW Ltd, domain names that would be considered to be inappropriate include, but are not limited to:

(a) Any domain containing the wording of ITW Ltd brand names 'fosterefrigerator', 'Gamko' or similar e.g. www.fosterefrigerator.net or www.gamko.info

(b) Any domain containing additional characters or punctuation whilst incorporating the Seller's brand names e.g. 'fosterrefrigerator' or 'gamko'

(c) Any domain whereby it could be interpreted as being an official ITW Ltd domain e.g. www.Foster-UK.com or www.officialgamkowsite.co.uk

22.3 To ensure domains do not contravene ITW Ltd's guidelines, please contact the Marketing Department for helpful advice on 01553 698275 or email marketing@foster-uk.com for approval before purchasing a domain name to which these terms may apply.

23. CONTENT GUIDANCE

23.1 The ITW Ltd website contains material which is owned by or licensed to ITW Ltd. This material includes, but is not limited to, the design layout, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

23.2 All trademarks reproduced on the ITW Ltd website, which are not the property of, or licensed to the operator, are to be acknowledged on the site. Resellers must not commercially exploit any of the content sourced from ITW Ltd websites (and associated derivatives) and Resellers must likewise acknowledge our respective trademarks and trade names and not use them in any capacity. The copyright and all other rights of all the material on and relating to the ITW Ltd website, remains the property of ITW Ltd; copying, modifying or transmitting the material found on the website is strictly prohibited except with prior written permission from us.

23.3 When property of ITW Ltd is referenced on a Reseller website, it must be clear that it is ITW Ltd owned material, with no claim being made that it belongs to the Reseller. The Reseller should only refer to itself by company name and not explicitly or implicitly claim to be ITW Ltd in any form.

24. HEADER/LOGO GUIDANCE

24.1 The integrity of the ITW Ltd logos should always be maintained, regardless of the medium being used. Resellers should in no way attempt to separate, distort or reposition in any way the name-style of ITW Ltd logos

24.2 The use of ITW Ltd branding is not permitted without express written permission from the Seller. This includes any ITW Ltd design, layout, look, appearance and graphics, logos, awards, literature, product images etc.

24.3 If the ITW Ltd logo is to be accompanied by a strapline, only the approved version contained within ITW Ltd brand guidelines shall be permitted.

24.4 In the above case the Reseller logo shall be seen clearly as being accompanied by the 'Authorised Dealer' text. In cases where the Reseller uses the ITW Ltd logo as their choice for branding, the domain name (selected in accordance with the ITW Ltd Domain Name Guidelines found above) should be visible within the header section. In both cases, the overall branding is clearly different from the official ITW Ltd websites.

24.5 Templates with examples of what ITW Ltd considers to be acceptable branding are available on request by contacting 01553 698275 or by emailing marketing@foster-uk.com

25. TERMINATION

25.1 ITW Ltd reserves the right to terminate for convenience and without any liability the distributorship relation with, and the authorization to resell and advertise ITW Ltd products of any Reseller, by providing a 30 day prior written notice. For the sake of clarity, article 15 of the Standard Terms and Conditions of Sale shall apply to all Resellers.