BY STATUTE, COMMON LAW OR OTHERWISE, TO THE EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

12.8 Services concerned.

12.7 If any claim or action arises out of or in connection with a Contract to which the Supplier is a party or if any other claim or action is brought which, if successful, would entitle the claimant to recover any sums under any such policy or cover, the Supplier shall, at its option, either: (i) appear and defend against such claim or action; (ii) assume the defence of such claim or action; or (iii) settle such claim or action for the benefit of the Buyer in a manner which is acceptable to the Buyer.

10.2 The warranty period is typically one year from delivery to the Buyer, but may vary based on the Product. In the case of Products, if the Buyer fails to make any payment when due then, without prejudice to any other rights and remedies of the Supplier, the Supplier shall have the option to require the Buyer to take such steps as the Supplier may reasonably require to mitigate or reduce any such loss, damages, costs, charges and expenses suffered or incurred by the Buyer as a result of that cancellation or termination.

14.3 Subject to the limitation of liability in Section 13 of these Conditions, the Supplier shall not be liable for, or liable in respect of, any claim under any such policy or cover, or any claim made by the Buyer or on behalf of the Buyer against any such insurer or other party, in respect of any such claim; and (iv) the Buyer shall do all such other things as the Supplier may reasonably require to mitigate or reduce any such loss, damages, costs, charges and expenses suffered or incurred by the Buyer as a result of that cancellation or termination.

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