12. The Supplier shall be liable to the Buyer for loss of or damage to the physical property of the Buyer caused by the Supplier's gross negligence or wilful default, but in no event shall the Supplier's liability for intentional or reckless default be more than the face amount of the Supplier's insurance for such products or Services at the time the loss or damage occurred.

12.1 The Buyer shall make any claim against the Supplier for any loss of profit, loss of income, loss of use, loss of business, loss of revenue, or for any indirect or consequential loss of any kind, including but not limited to any such damage caused by the Supplier's negligence or failure to perform its obligations thereunder, in whole or in part, except with the prior written consent of the Supplier, or as required by law.

13. Software: The Supplier shall at all times have and retain title and full ownership of all software, firmware, algorithms, and documentation relating to the Supplier's Products or Services. Nothing in these Conditions or any Contract shall have the effect of granting or transferring to, or vesting in, the Buyer any rights to, or interest in, the Supplier's software, firmware, algorithms, or documentation relating to the Supplier's Products or Services. The Buyer acknowledges and agrees that if the Buyer manufactures or uses products incorporating the software, firmware, algorithms or documentation in any manner connected with the performance of this Contract or any breach by the Supplier of any of the terms, conditions or obligations thereunder, the Buyer shall be solely liable for all damages and costs (if any) awarded in favour of the Supplier which are payable by, or agreed with the consent of the Supplier.

14. Indemnity: the Buyer shall indemnify and hold the Supplier harmless from and against any and all claims, damages, costs, charges, expenses, or liabilities, including but not limited to any claims, damages, costs, charges, expenses or liabilities which the Supplier may incur in connection with the supply, non-supply or purported supply of Products under any Contract, whether arising in contract, tort (including negligence) or otherwise, in so far as the same may not be excluded or limited as a matter of law.