



## **CUSTOM DESIGN TECHNOLOGIES LIMITED**

### **Standard TERMS & CONDITIONS of Sale**

#### **1. Definitions and interpretation**

In these Terms and Conditions the following definitions apply:

- a. Bribery Laws means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption ;
- b. Business Day means a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non -automated business in England ;
- c. Confidential Information means any commercial, financial or technical information, information relating to the Goods, plans, know -how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Order or Contract;
- d. Order or Contract means the agreement between the Supplier and the Customer for the sale and purchase of Goods and/or Services incorporating these Terms and Conditions and/or others specifically agreed between both parties.
- e. Customer means the person or company who purchases the Goods or Services from the Supplier and whose details are set out in the Order or Contract.
- f. Delivery has the meaning given in clause 5;
- g. Force Majeure means an event or sequence of events beyond the Suppliers reasonable control (after exercise of reasonable care to put in place alternative arrangements) preventing or delaying it from performing its obligations of an Order or Contract by presenting a material risk to its business continuity These include, but are not limited to: including an act of God, fire, flood, lightning, earthquake or other natural disaster; war, riot or civil unrest, strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving the Supplier's or its, suppliers workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay.
- h. Goods means the goods and other physical material set out in the Order and to be supplied by the Supplier to the Customer.
- i. Intellectual Property Rights means copyright, patents, know -how, trade secrets, trademarks, design drawings, production programs, assembly instructions, trade names, design rights, rights in get -up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names and all similar rights and, in each case, whether registered or not, including any applications to protect or register such rights, including all renewals and extensions of such rights or applications whether vested, contingent or future to which the relevant party is or may be entitled, and in whichever part of the world existing;
- j. Location means the address (es) for delivery of the Goods or Services as set out in the Order or Contract.
- k. Order or Contract means an order for the Goods or Services from the Supplier placed or provided by the Customer.

- l. Price has the meaning given in clause 3.1.
  - m. Specification means the description or specification of the Goods or Services and their packaging set out or referred to in the Order or Contract.
  - n. Supplier means CUSTOM DESIGN TECHNOLOGIES LIMITED a company registered in England and Wales with company number 02081576;
  - o. Terms and Conditions means the Supplier's terms and conditions of sale set out in this document.
  - p. VAT means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal taxes applying to the sale of the Goods or Services.
- 1.1.1 In these Terms and Conditions, unless the context requires otherwise any clause or other heading in these Terms and Conditions is included for convenience only and shall have no effect on the interpretation of the Terms and Conditions;
- 1.1.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
- 1.1.3 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.1.4 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.1.5 a reference to a gender includes each other gender;
- 1.1.6 words in the singular include the plural and vice versa;
- 1.1.7 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (excluding email) ;
- 1.1.8 a reference to legislation is a reference to that legislation as in force at the date of the Contract and a reference to legislation includes all subordinate legislation made as at the date of the Contract.

## **2 Application of these Conditions**

- 2.1 These Terms and Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede and override any previously issued terms and conditions of purchase or supply.
- 2.2 No other terms or conditions, delivered with, or contained within the Customer's purchase conditions, order, confirmation of order, Specification or other document shall form part of the Contract except to the extent that the Supplier otherwise agrees in writing.
- 2.3 No variation of these Terms and Conditions or to an Order or the Specification within the Order or to the Contract shall be binding unless expressly agreed in writing and executed by a duly authorised signatory of the Supplier. Any such changes made to the Specification of the Order may result in an increase in the Price, or delay in Delivery, as determined by the Supplier.
- 2.4 Each Order by the Customer to the Supplier shall be an offer to purchase Goods subject to these Terms and Conditions.
- 2.5 An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier. If the Supplier is unable to accept an Order, it shall notify the Customer as soon as reasonably practicable.
- 2.6 The offer constituted by an Order shall remain in effect and capable of being accepted by the Supplier 10 Business Days from the date on which the Customer submitted the Order, after which time it shall automatically lapse and be withdrawn.
- 2.7 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Goods shall arise, until the earlier of:

- 2.7.1 the Supplier's written acceptance of the Order; or the Supplier dispatching the Goods or notifying the Customer that they are available for collection (as the case may be).
- 2.8 Rejection by the Supplier of an Order, including any communication that may accompany such rejection, shall not constitute a counter-offer capable of acceptance by the Customer.
- 2.9 The Supplier may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Goods and are incapable of being accepted by the Customer.
- 2.10 Marketing and other promotional material relating to the Goods (for example, those included in the catalogue or price list of the Supplier) are illustrative only and do not form part of the Contract.

### **3 Price**

- 3.1 The price for the Goods shall be as set out in the Order or Contract (Price).
- 3.2 The Price is exclusive of:
  - 3.2.1 packaging, delivery and carriage, and insurance which shall be charged in addition at the Supplier's standard rates, and
  - 3.2.2 VAT (or equivalent sales tax) unless agreed otherwise by the parties in writing and stipulated on the Order.
- 3.3 The Customer shall pay any applicable VAT to the Supplier on receipt of a valid VAT invoice.
- 3.4 The Supplier may increase the Price at any time by giving the Customer not less than 15 Business Days' notice, provided that the increase does not exceed 10% of the Price in effect immediately prior to the increase.
- 3.5 Notwithstanding clause 3.4, the Supplier may increase the Price with immediate effect by giving 15 Business days' notice to the Customer, where there is an increase in the direct cost to the Supplier of supplying the relevant Goods which exceeds 10% and which is due to a any factor beyond the control of the Supplier.
- 3.6 Where any Price set out in the Order or Contract are based on a currency other than GBP, the supplier may make any adjustment it sees fit to convert the Price into GBP or any other currency , if the exchange rate varies by more than 5% from the conversion rate used on the date of the invoice.

### **4 Payment**

- 4.1 The Supplier shall invoice the Customer for the Goods at any time, normally the day of dispatch of the Goods.
- 4.2 The Customer shall pay all invoices in full without deduction or set off, in cleared funds within 30 Business Days of the date of issue of an invoice.
- 4.3 The Supplier may set and vary credit limits from time to time and withhold any supplies if the Customer exceeds such credit limit. Time of payment is of the essence. Where sums due under these Terms and Conditions are not paid in full by the due date, the Supplier may, without limiting its other rights, charge interest on such sums at 8% a year above the base rate of Bank of England from time to time in force, and interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.
- 4.4 Where Orders are to be delivered in instalments, they may be invoiced and paid for separately. References in these Terms and Conditions to Orders shall, where applicable, be read as references to instalments.

### **5 Delivery**

- 5.1 The Customer shall specify in the Order whether the Goods are to be:
  - 5.1.1 delivered by the Supplier, or by a carrier appointed by the Supplier, to the Location on the date (s) specified in the Order; or

- 5.1.2 made available for collection by the Customer at the Supplier's, or carrier's, premises set out in the Order (as the case may be). The Customer shall collect the Goods within the period specified in the Order.
- 5.2 The Goods shall be deemed delivered:
- 5.2.1 if delivered by the Supplier under clause 5.1.1, on arrival of the Goods at the Location; or
- 5.2.2 if delivered by a carrier under clause 5.1.1, on delivery of the Goods by the Supplier to the carrier; or
- 5.2.3 if the Order has stated that the contract is to be f.o.b. or c.i.f. on delivery of the Goods by the Supplier onto the ship or aircraft; or
- 5.2.4 if collected by the Customer under clause 5.1.2, when the Supplier makes the Goods available for collection at the Supplier's, or carrier's, premises (as the case may be) .
- 5.3 The Customer will not be entitled to reject any delivery of Goods on the basis that an incorrect volume of Goods has been supplied. The Goods may be delivered by instalments if specified in the Order. Any delay in delivery or defect in an instalment does not entitle the Customer to cancel any other instalment.
- 5.4 Time of delivery is not of the essence. The Supplier shall use its reasonable endeavors to meet delivery dates but such dates are approximate only and it accepts no liability for any loss or damage resulting from any such delay, how soever caused.
- 5.5 The Supplier shall not be liable for any delay in, or failure of delivery caused by:
- 5.5.1 the Customer's failure to: (i) make the Location available, (ii) prepare the Location as required for delivery or (iii) provide the Supplier with adequate instructions for delivery or installation.
- 5.5.2 the Customer's failure to collect the Goods from the Supplier's premises; or Force Majeure.
- 5.6 If the Customer fails to accept delivery of the Goods the Supplier shall store and insure the Goods pending delivery, and the Customer shall pay all costs and expenses incurred by the Supplier in doing so.
- 5.7 If 28 Business Days following the due date for delivery or collection of the Goods, the Customer has not taken delivery of or collected them, the Supplier may resell or otherwise dispose of the Goods. The Supplier shall:
- 5.7.1 deduct reasonable storage charges and costs of resale; and account to the Customer for any excess of the resale price over or invoice the Customer for any shortfall of the resale price below, the Price paid by the Customer for the Goods.
- 5.8 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 16.1.1 to 16.1.4 or clause 16.2, the Supplier may stop the delivery of any of the Goods and suspend any further deliveries of the Goods to the Customer without prejudice to any other r rights the Supplier may have.

## **6 Risk**

Risk in the Goods shall pass to the Customer on Delivery once the goods have been delivered to the Customer specified location.

## **7 Title**

7.1 Title to the Goods shall pass to the Customer once the Supplier has received payment in full and cleared funds for the Goods.

7.2 Until title to the Goods has passed to the Customer, the Customer shall:

- 7.2.1 hold the Goods as bailee for the Supplier.
- 7.2.2 store, to the extent possible, the Goods separately from all other material in the Customer's possession, or clearly marked as separate to other material within the Customer's possession;
- 7.2.3 take all reasonable care of the Goods and keep them in the condition in which they were delivered.
- 7.2.4 insure the Goods from the date of Delivery: (i) with a reputable insurer (ii) against all risks (iii) for an amount at least equal to their Price (iv) noting the Supplier's interest on the policy.
- 7.2.5 ensure that the Goods are clearly identifiable as belonging to the Supplier.
- 7.2.6 not remove or alter any mark on or packaging of the Goods;
- 7.2.7 inform the Supplier immediately if it becomes subject to any of the events or circumstances set out in clauses 16.1.1 to 16.1.4 or clause 16.2; and on reasonable notice permit the Supplier to inspect the Goods during the Customer's normal business hours and provide the Supplier with such information concerning the Goods as the Supplier may request from time to time.
- 7.3 If, at any time before title to the Goods has passed to the Customer, the Customer informs the Supplier, or the Supplier reasonably believes, that the Customer has or is likely to become subject to any of the events specified in clauses 16.1.1 to 16.1.4 or clause 16.2, the Supplier may:
  - 7.3.1 require the Customer at the Customer's expense to re-deliver the Goods to the Supplier and if the Customer fails to do so promptly, enter any premises where the Goods are stored and repossess them.

## **8 Warranty**

- 8.1 The Supplier will use all reasonable endeavors to ensure that, on Delivery, the Goods shall:
  - 8.1.1 conform in all material respects to the Order and Specification.
  - 8.1.2 be free from material defects in design, material, and workmanship; and
  - 8.1.3 be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 8.2 The Customer warrants that it has provided the Supplier with all relevant, full and accurate information as to the Customer's business and needs.
- 8.3 The Supplier shall, at its option, repair or replace any Goods that do not comply with clause 8.1, provided the Customer:
  - 8.3.1 serves a written notice on Supplier:
    - (a) immediately in the case of defects discoverable by a physical inspection; or
    - (b) in the case of latent defects, within one month from the date on which Customer became aware (or should have become aware) of the defect.
  - 8.3.2 provides the Supplier with sufficient information as to the nature and extent of the defects and the uses to which the Goods had been put prior to the defect arising.
  - 8.3.3 gives the Supplier a reasonable opportunity to examine the defective Goods ; and
  - 8.3.4 returns the defective Goods to the Supplier at the Customer's expense in accordance with the Supplier's recognised RMA procedure.
- 8.4 The provisions of these Conditions, including the warranties set out in clause 8.1, shall apply to any Goods that are repaired or replaced with effect from Delivery of the repaired or replaced Goods.
- 8.5 The Supplier shall not be liable for any failure of the Goods to comply with clause 8.1:
  - 8.5.1 where such failure arises by reason of wear and tear, willful damage, negligence, or could be expected to arise in the normal course of use of the Goods;
  - 8.5.2 to the extent caused by the Customer's failure to comply with the Supplier's instructions in relation to the Goods, including any instructions on installation, operation, storage, or

maintenance.

8.5.3 to the extent caused by the Supplier following any Specification or requirement of the Customer in relation to the Goods.

8.5.4 where the Customer modifies any Goods without the Supplier's prior written consent or, having received such consent, not in accordance with the Supplier's instructions; or

8.5.5 where the Customer uses any of the Goods after notifying the Supplier that they do not comply with clause 8.1.

8.6 Except as set out in this clause 8:

8.6.1 the Supplier gives no warranties and makes no representations in relation to the Goods or Services provided, unless specifically agreed and expressed in writing to the Customer;

8.6.2 shall have no liability for their failure to comply with the warranty in clause 8.1; and

8.6.3 all warranties and conditions (including the conditions implied by ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

## **9 Anti-bribery**

9.1 For the purposes of this clause 9, the expressions adequate procedures and associated with shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

9.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavors to ensure that:

9.2.1 all of that party's personnel.

9.2.2 all others associated with that party; and

9.2.3 all of that party's subcontractors; involved in performing the Contract so comply.

9.3 Without limitation to clause 9.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

9.4 Each party shall immediately notify the other as soon as it becomes aware of a breach of any of the requirements in this clause 9.

## **10 Anti-slavery**

10.1 The Customer undertakes, warrants and represents that:

10.1.1 neither the Customer nor any of its officers, employees, agents, or subcontractors has:

(a) committed an offence under the Modern Slavery Act 2015 (a MSA Offence); or

(b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

(c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015.

10.1.2 it shall comply with the Modern Slavery Act 2015;

10.1.3 it shall notify the Supplier immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents, or subcontractors have breached or potentially breached any of Customer's obligations under clause 10.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.

10.2 Any breach of clause 10.1 by the Customer shall be deemed a material breach of the Contract and shall entitle the Supplier to terminate the e Contract with immediate effect.

## **11 Indemnity and insurance**

11.1 The Customer shall indemnify the Supplier from and against any losses, damage, liability, costs (including legal fees) and expenses which the Supplier may suffer or incur directly or indirectly from the Customer's breach of any of its obligations under the Contract.

11.2 The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom to cover its obligations under the Contract. On request, the Customer shall supply as far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

## **12 Limitation of liability**

12.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 12.

12.2 Subject to clauses 12.4 and 12.5, the Supplier shall not be liable for consequential, indirect or special losses.

12.2.1 Subject to clauses 12.4 and 12.5, the Supplier shall not be liable for any of the following (whether direct or indirect): loss of profit; loss of data; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); harm to reputation or loss of goodwill.

12.3 The limitations of liability set out in clauses 12.2 to 12.3 shall not apply in respect of any indemnities given by either party under the Contract.

12.3.1 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or any other losses which cannot be excluded or limited by applicable law.

## **13 Intellectual property**

13.1 Unless otherwise agreed between the Customer and Supplier, all and any know-how, design information such as but not limited to : design drawings, CAD models, build instructions, specifications, test routines, embedded or User Interface software programs, remain the property of the Supplier and are to be treated as Confidential.

13.2 The Supplier shall indemnify the Customer from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim that use or possession of the Goods infringes the Intellectual Property Rights of any third party ( IPR Claim ), provided that the Supplier shall have no such liability, if the Customer :

13.2.1 does not notify the Supplier in writing setting out full details of any IPR Claim of which it has notice as soon as is reasonably possible.

13.2.2 makes any admission of liability or agrees any settlement or compromise of the relevant IPR Claim without the prior written consent of the Supplier.

13.2.3 does not let the Supplier at its request and own expense have the conduct of or settle all negotiations and litigation arising from the IPR Claim at its sole discretion.

13.1.4 does not take all reasonable steps to minimise the losses that may be incurred by it or by any third party as a result of the IPR Claim.

13.1.5 does not, at the Supplier's request, provide the Supplier with all reasonable assistance in relation to the IPR Claim (at the Customer's expense), including the provision of prompt access to any relevant premises, officers, employees, contractors or agents of the Customer.

13.3 If any IPR Claim is made or is likely to be made, the Supplier may at its option:

13.3.1 procure for the Customer the right to continue using and possessing the relevant Goods; or

13.3.2 modify or replace the infringing part of the Goods so as to avoid the infringement or alleged infringement, provided the Goods remain in material conformance to their Specification.

13.4 The Supplier's obligations under clause 13.1 shall not apply to Goods modified or used by the Customer other than in accordance with the Order or Contract or the Supplier's instructions, or Goods for which the Specification in the Order or Contract was in respect of Goods which are not the Suppliers' own design. The Customer shall indemnify the Supplier against all losses, damages, liability, costs and expenses (including reasonable legal fees) incurred by the Supplier in connection with any claim arising from such modification or use.

#### **14 Confidentiality**

14.1 The Customer shall keep confidential all Confidential Information of the Supplier and shall only use the same as required to fulfil the Order or Contract.

The provisions of this clause shall not apply to:

14.1.1 any information which was in the public domain at the date of the Order or Contract.

14.1.2 any information which comes into the public domain subsequently other than because of any breach of the Order or Contract or any related agreement.

14.1.3 any information which is independently developed by the Customer without using information supplied by the Supplier; or

14.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Order or Contract.

14.2 This clause 14 shall remain in force for a period of five years from the date of the Order or Contract and, if longer, three years after termination of the Contract.

14.3 The Customer shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.

#### **15 Force Majeure**

15.1 If, due to Force Majeure, the Supplier:

15.1.1 is or shall be unable to perform a material obligation; or

15.1.2 cannot fulfill any of its agreed price, specification, delivery or obligations, without presenting a risk to business continuity; or

15.1.3 is delayed in or prevented from performing its obligations for a continuous period exceeding 14 Business Days or

15.1.4 the Supplier may terminate the Order or Contract on immediate notice, without accruing any liability to the Customer in respect of such termination.

#### **16 Termination**

16.1 The Supplier may terminate the Order or Contract or any other contract which it has with the Customer at any time by giving notice in writing to the Customer if:

16.1.1 the Customer commits a material breach of the Order or Contract, and such breach is not remediable;

16.1.2 the Customer commits a material breach of the Order or Contract which is not remedied within 14 Business Days of receiving written notice of such breach.

16.1.3 the Customer has failed to pay any amount due under the Order or Contract on the due date and such amount remains unpaid within 30 Business Days after the Supplier has given notification that the payment is overdue; or

16.1.4 any consent, license or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

16.2 The Supplier may terminate the Order or Contract at any time by giving notice in writing to the Customer if the Customer is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case; or has a receiver, manager, administrator or administrative receiver

appointed over all or any part of its undertaking, assets or income; or has a resolution passed for its winding up.

16.3 If the Customer becomes aware that any event has occurred or circumstances exist, which may entitle the Supplier to terminate the Order or Contract under this clause 16, it shall immediately notify the Supplier in writing.

16.4 Termination or expiry of the Order or Contract shall not affect any accrued rights and liabilities of the Supplier at any time up to the date of termination.

## **17 Notices**

17.1 Any notice or other communication given by a party under these Terms and Conditions shall:

17.1.1 be in writing and in English.

17.1.2 be signed by, or on behalf of, the party giving it (except for notices sent by email); and

17.1.3 be sent to the relevant party at the address set out in the Contract.

17.2 Notices may be given, and are deemed received:

17.2.1 by hand: on receipt of a signature at the time of delivery.

17.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting.

17.2.3 by Royal Mail International Tracked & Signed post: at 9.00 am on the fourth Business Day after posting; and

17.2.4 By email, confirmation is sent by first class post: on receipt of a read receipt email from the correct address within 24 hours.

17.3 This clause 17 does not apply to notices given in legal proceedings or arbitration.

## **18 Entire agreement**

18.1 The parties agree that the Order or Contract constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

18.2 Each party acknowledges that it has not entered the Order or Contract in reliance on, and shall have no remedies in respect of, any representation or

warranty that is not expressly set out in the Order or Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

18.3 Nothing in these Terms and Conditions purports to limit or exclude any liability for fraud.

## **9 Variation**

No variation of the Contract shall be valid or effective unless it is in writing, refers to an Order or Contract and is duly signed or executed by, or on behalf of, the Supplier.

## **20 Assignment**

The Customer may not assign, subcontract, or encumber any right or obligation under the Order or Contract, in whole or in part, without the Supplier's prior written consent.

## **21 No partnership or agency**

The parties are independent persons and are not partners, principal and agent or employer and employee and the Order or Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

## **22 Equitable relief**

The Customer recognises that any breach or threatened breach of the Order or Contract may cause the Supplier irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Supplier, the Customer acknowledges and agrees that the Supplier is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

## **23 Severance**

23.1 If any provision of an Order or Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity, and enforceability of any other provision of the Contract shall not be affected.

23.2 If any provision of an Order of Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part -provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree to the terms of a mutually acceptable alternative provision.

## **24 Waiver**

24.1 No failure, delay or omission by the Supplier in exercising any right, power or remedy provided by law or under the Order or Contract shall operate as a waiver of that right, power, or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power, or remedy.

24.2 A waiver of any term, provision, condition, or breach of the Order or Contract by the Supplier shall only be effective if given in writing and signed by the Supplier, and then only in the instance and for the purpose for which it is given.

## **25 Compliance**

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines, and industry codes applicable to it and shall maintain such authorisation's and all other approvals, permits and authorities, as are required from time to time to perform its obligations under or in connection with the Order or Contract.

## **26 Third party rights**

26.1 Except as expressly provided for in clause 26.2, a person who is not a party to the Order or Contract shall not have any rights under the Contracts (Rights of

Third Parties) Act 1999 to enforce any of the provisions of the Contract.

26.2 Any Affiliate of the Supplier shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.

The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

## **27 Governing law**

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non -contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Order or Contract, its subject matter or formation (including non -contractual disputes or claims).