

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CONDITION 11 (LIMITATION OF LIABILITY)

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Company: means **SGA Technologies Limited**, a company registered in England and Wales with company number 00968536.

Conditions: these terms and conditions as amended from time to time in accordance with Condition 14.5.

Contract: the contract between the Company and the Customer for the supply of Services in accordance with, and governed by, these Conditions.

Customer: the person who purchases Services from the Company.

Customer Products: the Customer's products in respect of which Services are to be provided in accordance with the Specification, pursuant to a Contract.

Force Majeure Event: an event or circumstance affecting a party which is beyond the party's reasonable control.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order: the Customer's order for Services as set out in the Customer's purchase order form, or the Customer's written acceptance of the Company's Quotation, or as otherwise agreed between the Customer and the Company in writing (as the case may be).

Price: the price payable by the Customer for the supply of the Services, as provided for in Condition 5.

Processed Products: the Customer Products in respect of which the Services have been performed in accordance with the Specification, pursuant to the Contract.

Quotation: any quotation given by the Company to the Customer prior to entering into a Contract, in respect of Services to be performed by the Company pursuant, and subject, to a Contract.

Services: the electro-plating techniques (including certain preparatory treatment and preliminary handling and finishing services) performed by the Company on the Customer Products pursuant to a Contract, as set out in the Specification.

Specification: the description or specification of the Services provided in writing by the Company to the Customer, or by the Customer to the Company and approved in writing by the Company, or as otherwise agreed in writing by the Customer and the Company (as the case may be).

Warranty Period: the period commencing on the date of delivery of the Services (as provided for in these Conditions) and ending on the date of expiry of 12 months thereafter.

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to a **person** includes any individual, firm, company, organisation or other entity.
- (d) A reference to **writing** or **written** includes fax and email.

2. Basis of contract and quotations

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with, or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.3 An Order constitutes an offer by the Customer to the Company to purchase Services in accordance with these Conditions. A Quotation given by the Company shall not constitute an offer, but shall be an invitation to the Customer to make an offer to the Company by placing an Order with the Company.

- 2.4 The Order shall only be deemed to be accepted when the Company issues (at its absolute discretion) written acceptance of the Order at which point, and on which date, the Contract shall come into existence.
- 2.5 Unless otherwise agreed in writing by the Company and the Customer, any samples, drawings, descriptive matter or advertising issued by the Company, and any descriptions or illustrations contained in the Company's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.6 Subject to the provisions of this Condition 2.6 and Condition 2.7, any Quotation given by the Company shall be valid for the period stated in the Quotation, or where no period is stated, for 30 days after the date of the Quotation. Each Quotation shall:
- (a) where given prior to inspection of the Customer Products, be subject to the Company's inspection of the Customer Products;
 - (b) otherwise be based upon:
 - (i) samples, drawings or established part catalogue or recognised trade numbers; and
 - (ii) the assumption that the Services can be performed in accordance with established trade methods;
 - (c) be exclusive of VAT and the costs of any packaging, transportation, insurance and any other tax or duty payable.
- 2.7 The Company reserves the right to:
- (a) amend any Quotation to reflect any increase in cost to the Company in providing the Services to the Customer including by reason of any increase in the cost of precious metals used in the Services; and/or
 - (b) cancel any Quotation if, following inspection of the Customer Products, the it considers it inappropriate to perform the Services including by reason of the nature and condition of the Customer Products; and/or
 - (c) correct or rectify any clerical or typographical errors made by it or its employees, agents and representatives from time to time.
- 2.8 The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.

3. Supply of services

- 3.1 The Company warrants to the Customer that:

- (a) it will use reasonable skill and care to supply the Services to the Customer in accordance with the Specification in all material respects; and
 - (b) the Services will during the Warranty Period conform in all material respects with the Specification and be free from material defects in design, material and workmanship.
- 3.2 The Company shall use reasonable endeavours to meet any performance dates specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 The Company shall not be liable for any delay in delivery of the Services that is caused by a Force Majeure Event, or by the Customer's failure to provide or delay in providing to the Company the Customer Products, adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 3.4 The Company reserves the right (without liability) to amend the Specification if it considers it necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.

4. Customer's obligations

- 4.1 The Customer shall:
 - (a) provide to the Company the Customer Products, and such information as the Company may reasonably require in order to supply the Services, including (as soon as possible and, in any event, on or before an Order is placed with the Company) the following:
 - (i) the type of Services;
 - (ii) details of any known or possible impurities in the Customer Products;
 - (iii) details of any special or antique value of any Customer Products;
 - (iv) whether the Processed Products are intended for use in the automotive, aircraft or space industries, and/or if there are any safety critical features involved in connection with the use of the products; and
 - (v) whether the Customer (or any other person) intends to carry out any further processes on, or make any further adaptations to, the Processed Products after performance of the Services,
 - (b) co-operate with the Company in all matters relating to the Services;
 - (c) ensure that the terms of any Order and any information it provides in the Specification or otherwise to the Company are complete and accurate;

- (d) comply with all laws and regulations in connection with, and obtain all necessary licences, permissions, consents and authorisations for, the use, handling, installation and transportation (including importation and exportation) of the Customer Products and Processed Products; and
- (e) comply with any additional obligations as set out in the Specification.

4.2 If the Company's performance of any of its obligations under a Contract is prevented or delayed by any act or omission by the Customer or any failure by the Customer to perform any of its obligations (**Customer Default**), without limiting or affecting any other right or remedy available to the Company:

- (a) the Company may suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations, in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
- (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations, as set out in this Condition 4.2; and
- (c) the Customer shall reimburse the Company on demand in respect of any losses, costs and expenses sustained or incurred by the Company arising directly or indirectly from any Customer Default.

4.3 The Customer shall indemnify the Company on demand in full in respect of any liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company in connection with any failure by the Customer to comply with its obligations under these Conditions.

5. Price and payment

5.1 The Price payable by the Customer for the Services shall, subject to Condition 5.2, be as set out in the Order or, if no price is quoted in the Order, the price set out in the Company's published price list in force as at the date of delivery or as may be otherwise stated by the Company at the date of despatch of the Goods or otherwise agreed in writing between the Company and the Customer.

5.2 The Company reserves the right to increase the Price at any time to reflect any increase in the costs of the Services arising as a result of:

- (a) any additional work carried out by the Company which is required to place a Customer Product in a condition suitable for, and to enable the Company to

perform, the Services (including the removal of any excessive oxide, rust, grease or other contaminating material);

- (b) any failure of any Customer Product to correspond with samples previously submitted or described to the Company in connection with a Quotation; and
- (c) any factors beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increased costs of materials and processing (including, where applicable, costs of precious metals used in the Services)).

5.3 The Price excludes the costs of:

- (a) delivery of the Customer Products to the Company;
- (b) return carriage of any Customer Products, and transportation of Processed Products, to the Customer; and
- (c) all packaging costs.

5.4 The Processed Products are sent (and, if applicable, the Customer Products are returned) by the Company to the Customer Ex Works, unless otherwise agreed in writing between the Company and the Customer.

5.5 The Customer shall pay each invoice issued by the Company:

- (a) within 30 days of the date of the invoice, unless otherwise stated in the Quotation; and
- (b) in cleared funds to a bank account nominated in writing by the Company.

5.6 Time for payment shall be of the essence of the Contract.

5.7 All amounts payable by the Customer under a Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under a Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.8 If the Customer fails to make a payment due to the Company under a Contract by the due date, then, without limiting the Company's remedies under Condition 12, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Condition 5.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). The Company may at any time, without limiting its other rights and remedies, set-off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

6. Delivery of customer products and processed products

6.1 The Company shall inspect the Customer Products following delivery of them to the Company to establish whether they correspond (both in terms of quantity and nature) with any Order or terms set out in any Specification. Save in the case of manifest error, the Company's determination from its inspection shall be final and binding.

6.2 The Company shall perform the Services at its premises. Unless otherwise agreed in writing between the Company and the Customer, delivery of the Services by the Company to the Customer shall be completed as follows:

- (a) where the Contract provides for the Processed Products to be delivered by independent carrier, on completion of loading by, such carrier; or
- (b) where the Contract provides for the Processed Products to be collected by, or on behalf of, the Customer, on collection of the Processed Products from the Company's premises (or such other location as the Company directs), by or on behalf of the Customer; or
- (c) where the Contract provides for the Processed Products to be FOB, on completion of the loading on board the carrier.

6.3 The Customer shall, when placing an Order, provide to the Company clear instructions and details of any person who may collect the Processed Products on behalf of the Customer.

6.4 The Customer shall be responsible for all costs and expenses in connection with the transportation and carriage of the Customer Products to the Company, and of the Processed Products from the Company.

6.5 The Company shall not be responsible for any loss or damage caused by, or during, the transportation and carriage of the Customer Products or (save as otherwise agreed in writing between the Company and the Customer) the Processed Products at any time. **The Customer should arrange its own insurance cover in respect of all transportation arrangements for the Customer Products and the Processed Products.**

6.6 If the Customer fails to collect, or take delivery, of the Processed Products or the return of the Customer Products, within three Business Days of the Company notifying the

Customer that they are available for collection, then (save where caused by the Company's failure to comply with its obligations under the Contract):

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Company notified the Customer that the Goods were ready; and
- (b) the Company may store the Processed Products until collection is made by the Customer, and charge the Customer for all related costs and expenses of storage and insurance.

6.7 The Company may perform the Services by instalments, which shall be invoiced and paid for separately. Any delay in delivery of, or defective Services performed, in an instalment shall not entitle the Customer to cancel any other instalment.

7. Acceptance and defective services

7.1 The Customer may reject any Services (including the Processed Products) delivered to it that do not comply with Condition 3.1, provided that:

- (a) written notice of rejection is given to the Company during the Warranty Period:
 - (i) in the case of a defect that is apparent on normal inspection of the Processed Products, within ten Business Days of their delivery to the Customer under these Conditions; and
 - (ii) in the case of a latent defect, within a reasonable period of time of the latent defect having become apparent,
- (b) at the request and cost of the Company, the Customer returns to the Company the Processed Products in respect of which the defective Services have been performed to the Company within 21 Business Days of discovery of the defective Services, and the Company is afforded a reasonable opportunity to examine such Processed Products; and
- (c) none of the events listed in Condition 7.3 apply.

7.2 If the Customer fails to give notice of rejection in accordance with Condition 7.1, it shall be deemed to have accepted the Services (and the relevant Processed Products).

7.3 The Company shall not be liable for any failure to perform the Services in accordance with Condition 3.1 if:

- (a) the Customer makes (or allows) any further use of the Processed Products after giving notice under Condition 7.1; or
- (b) the defect arises because the Customer, or any end user of the Processed Products fails to follow the Company's instructions (written or oral) or, where

no instructions have been given, good trade practice, as to the storage, installation, use and maintenance of the Processed Products; or

- (c) the defect arises as a result of the Company following any drawing, design or Specification supplied by the Customer; or
- (d) the Customer or any third party alters or repairs the Processed Products without the written consent of the Company; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the defect arises as a result of any defect to, or in the manufacture, assembly or installation or use of, any product of which the Processed Goods are (or become) component parts; or
- (g) the Processed Products differ from the Specification as a result of changes made by the Company which it considers necessary to ensure they comply with applicable statutory or regulatory requirements.

7.4 If the Customer rejects any of the Services under Condition 7.1, the Company shall be entitled either (at its option) to:

- (a) remedy the defective Services (including replacing the Processed Products); or
- (b) reimburse the Price paid by the Customer for the defective Services.

7.5 These Conditions shall apply to any replacement Services supplied by the Company to the Customer pursuant to Condition 7.4.

7.6 Except as provided in this Condition 7, the Company shall have no liability to the Customer in respect of any failure to perform the Services.

8. Lien

8.1 The Company shall have a general lien on all Customer Products and Processed Products that remain in the possession of the Company pursuant to a Contract for all monies due or accruing due from the Customer to the Company (which general lien shall extend to all sums outstanding from the Customer to the Company under any agreement from time to time between the Customer and the Company).

9. Intellectual property rights

9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in the Customer Products provided to the Company by the Customer prior to performance of the Services) shall be owned by the Company.

- 9.2 The Customer grants the Company a non-exclusive, royalty-free, licence to copy and modify any Customer Products and other materials provided by the Customer to the Company for the term of the Contract for the purpose of providing, and to enable the Company to provide, the Services to the Customer.
- 9.3 The Customer shall on demand indemnify the Company in respect of any third party claim which may be asserted by any person against, or suffered by, the Company and which relate to the infringement (or alleged infringement) of the Intellectual Property Rights or other rights of any person by reason of the Customer's licence granted to the Company under Condition 9.2, and the actions of the Company pursuant to the Customer's licence.

10. Risk and insurance

- 10.1 The Customer Products shall be and remain at the risk of the Customer. The Processed Products shall be at the risk of the Customer from the time of delivery of them by the Company to the Customer as provided for in these Conditions.
- 10.2 The Company may provide insurance cover in respect of the Customer Products and the Processed Products held by it at its premises from time to time in respect of fire, accidental damage, theft and consequential loss, in each case restricted to a maximum value of three times the Price payable under the Contract relevant to the Customer Products or Processed Products (as the case may be). Any other arrangements in respect of insurance cover for any Customer Products and any Processed Products whilst held by the Company for the purpose of performing the Services must be agreed in writing with the Company.

11. Limitation of liability

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

- 11.1 The limits and exclusions in this Condition 11 reflect the insurance cover that the Company has been able to arrange, and the Customer is responsible for making its own arrangements for the insurance of any excess loss which it may suffer in connection with the Company's performance of its obligations under the Contract.
- 11.2 Nothing in the Contract shall limit or exclude the Company's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot be limited or excluded by applicable law.

- 11.3 Subject to Condition 11.2, the Company shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
 - (b) loss of or damage to goodwill; or
 - (c) any third party claims; or
 - (d) any indirect or consequential loss.
- 11.4 The following types of loss and specific loss are not excluded under Condition 11.3:
- (a) sums paid by the Customer to the Company pursuant to the Contract, in respect of any Services not provided in accordance with the Contract; and
 - (b) additional costs of procuring and implementing replacements for, or alternatives to, the Services not provided in accordance with the Contract.
- 11.5 Subject to Condition 11.2, the Company's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the lower of:
- (a) a sum equal to three times the Price paid under the Contract to which the relevant liability relates; and
 - (b) the cost of repeating the Services and/or remedying the defect or loss.
- 11.6 The Company has given commitments as to compliance of the Services with the Specification. In view of these commitments, the following implied terms are, to the fullest extent permitted by law, excluded from the Contract:
- (a) sections 3 to 5 (inclusive) of the Supply of Goods and Services Act 1982; and
 - (b) sections 13 to 15 (inclusive) of the Sale of Goods Act 1979.
- 11.7 This Condition 11 shall survive termination of the Contract.

12. Termination

- 12.1 Subject as otherwise provided in Condition 4.2 and the other provisions of this Condition 12, neither party may terminate or cancel a Contract without the prior written consent of the other party.
- 12.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven Business Days of that party being notified in writing to do so;
- (b) the other party becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

12.3 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

12.4 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services under the Contract or any other contract between the Customer and the Company if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or
- (b) the Customer becomes subject to any of the events listed in Condition 12.2(a) to Condition 12.2(e); or
- (c) the Company reasonably believes that the Customer is about to become subject to any of the events listed in Condition 12.2(a) to Condition 12.2(e).

13. Consequences of termination

13.1 On termination of the Contract the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt.

- 13.2 Termination or ending of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

14. General

14.1 Force majeure.

The Company shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

14.2 Assignment and other dealings.

- (a) The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.

14.3 Confidentiality.

- (a) Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Condition 14.3(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Condition 14.3; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14.4 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this Condition shall limit or exclude any liability for fraud.

14.5 Variation. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.6 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Condition shall not affect the validity and enforceability of the rest of the Contract.

14.8 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number, or sent by email to its email address.

- (b) Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by fax or email, at 9.00 am on the next Business Day after transmission.
- (c) This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

14.9 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

14.10 Governing law.

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

14.11 Jurisdiction.

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