SGA TECHNOLOGIES LIMITED

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CONDITION 10 (LIMITATION OF LIABILITY)

1. Interpretation

1.1 Definitions:

Business Day: a day (other than a Saturday, Sunday or public holiday) 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: the terms and conditions set out in this document, as amended from time to time in accordance with Condition 13.4.

Contract: the contract between the Company and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person who purchases the Goods from the Company.

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

Goods: the goods (or any part of them) set out in the Order and confirmed in the Contract.

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

Price: the price payable by the Customer for the Goods, as provided for in Condition 8.

Quotation: any quotation given by the Company to the Customer prior to entering into a Contract, for Goods to be supplied by the Company pursuant, and subject, to a Contract.

Specification: any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Company.

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

1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(b) Any phrase introduced by the terms **including**, **include**, **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words 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 faxes and emails.

2. Basis of contract

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 purchase the Goods 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 An Order shall only be deemed to be accepted when the Company issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.5 The Customer acknowledges that any Purchase Order issued under these Conditions shall be considered divisible. Where goods delivered in instalments:

(a) Each instalment shall be deemed to constitute a separate and independent contract between the Customer and the Company; and

(b) The Company shall issue a separate invoice for each instalment, and payment shall be made in full for each such invoice in accordance with the agreed payment terms, regardless of any defect, or default in respect of any other instalment, whether under the same Purchase Order or any other contract.

2.6 Any samples, drawings, descriptive matter or advertising produced by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.7 Subject to the provisions of Condition 2.8, 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 be:

(a) based upon factors including the estimated costs (at the time of the Quotation) of supply of the Goods and the assumption that the Goods can be supplied in accordance with the Contract; and

(b) exclusive of VAT and the costs of any packaging, transportation, insurance and any other tax or duty payable.

2.8 The Company reserves the right to:

(a) amend any Quotation to reflect any increase in cost to the Company in supplying the Goods to the Customer including by reason of any increase in the cost of precious metals used in supplying the Goods, and any fluctuations in the currency exchange rates or taxation; and/or

(b) cancel any Quotation at any time prior to entering into a Contract; and/or

(c) correct or rectify any clerical or typographical errors made by it or its employees, agents and representatives from time to time.

2.9 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. Goods

3.1 The Goods are as described in the Company's Quotation, as may be modified by any applicable Specification or relevant drawings as may be required and agreed by the Company with the Customer.

3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Company against all 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 claim made by any person against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Specification. This Condition 3.2 shall survive termination of the Contract.

3.3 The Company reserves the right (without liability) to amend the Specification if it considers it necessary to comply with any applicable statutory or regulatory requirements, or if the amendment will not materially affect the nature and quality of the Goods, and the Company shall notify the Customer in such event.

3.4 The Customer shall ensure that its employees, agents, licensees and customers comply with all verbal and written instructions issued by the Company (and/or any manufacturer of the Goods) in connection with the safety and use of the Goods, and take such other steps and precautions, having regard to the nature of the Goods, as are necessary to ensure the health and saftey of persons handling, installing, using and (where applicable) disposing of the Goods.

3.5 The Customer acknowledges that the Goods (including its technical data) may be subject to importation and exportation control restrictions. The Customer shall:

(a) comply with all laws and regulations in connection with, and obtain all necessary licences, permits and authorisations for, the importation and exportation of the Goods into and out of any territory; and

(b) 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 Condition 3.5(a).

3.6 Free issue parts

(a) Where the Goods are to be manufactured by the Company using materials or components provided by the Customer ("Free Issue Parts"), the Customer shall supply, at its own cost, a sufficient quantity of Free Issue Parts to account for tool set-up requirements and agreed manufacturing yield. The required quantity shall be confirmed at the time of the relevant Order.

(b) If, during manufacture, the quantity of rejected units exceeds the agreed yield allowance, and where the reduced yield is attributable to a fault or error on the part of the Company, the Company reserves the right to purchase additional Free Issue Parts from the Customer in order to complete the production of replacement Goods. The Customer agrees to make such parts available for purchase by the Company at a fair and reasonable price, not exceeding the original cost of purchase or manufacture.

(c) Where the Customer supplies Free Issue Parts, materials, components or goods for use in the manufacture or assembly of the Goods, the Customer warrants that all such items shall be of satisfactory quality, fit for purpose, and free from defects. In the event that any such items are found to be defective or otherwise unsuitable for use, the Customer shall, at its own cost and without delay, replace the affected items free of charge. The Company shall have no liability for any delay, additional cost, or failure in performance arising from the use of defective Free Issue Parts supplied by the Customer.

(d) If any defect in the Free Issue Parts is discovered only after the Goods have been fully or partially manufactured or assembled, the Customer shall be liable for all reasonable costs incurred by the Company to rectify the issue, including the cost of replacement parts, labour, and any necessary rework.

(e) The Company shall not be liable for any delays or failure to supply Goods arising from the Customer's failure to provide a sufficient quantity of Free Issue Parts in accordance with this Condition.

4. Delivery

4.1 The Company shall with each delivery of the Goods, supply a delivery note giving details of the relevant Order or relevant Contract number or reference, the quantity of the Goods, any special storage instructions or packaging return instructions and, if the Goods are being delivered by instalments.

4.2 Delivery of the Goods by the Company to the Customer is completed as follows:

(a) where the Goods are transported to the Customer by the Company (or the Company's supplier), on completion of the loading of the Goods with the carrier at the Company's premises (or its supplier's premises, as the case may be); or

(b) where the Goods are collected by the Customer from the Company (or its supplier), on collection of the Goods by the Customer from the Company's premises (or its supplier's premises, as the case may be).

4.3 Unless otherwise agreed in writing between the Company and the Customer, the means and manner of transport used for the carriage of Goods shall be determined by the Company (notwithstanding any contrary instructions given by the Customer).

4.4 The Customer shall, when placing an Order, provide to the Company clear instructions and details of the address to which the Goods are to be transported.

4.5 The Customer shall be responsible for all costs and expenses in connection with the packaging, and the transportation and carriage of the Goods, such sums to be charged to the Customer (in addition to the Price) in the the invoice issued in respect of such Goods.

4.6 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event, or by the Customer's failure to provide or delay in providing to the Company adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.7 If the Company fails to deliver:

(a) all (and not some only) of the Goods, the Customer must inform the Company in writing as follows:

(i) where the Goods are to be transported within the United Kingdom, within ten days of receipt of the relevant invoice or the Company's notification of despatch of the Goods (whichever is the earlier);

(ii) where the Goods are to be transported outside of the United Kingdom, within fourteen days of receipt of the relevant invoice or the Company's notification of despatch of the Goods (whichever is the earlier);

(b) some (but not all) of the Goods, the Customer must inform the Company in writing within seven Business Days of delivery of the Goods,

and, in each case, the Company's liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

4.8 The Company shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event, or by the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.9 If the Customer fails to take or accept (as the case may be) delivery of the Goods within ten Business Days of the Company notifying the Customer that the Goods are ready, then (except where such failure or delay is 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 tenth Business Day after the day on which the Company notified the Customer that the Goods were ready; and

(b) the Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.10 If ten Business Days after the day on which the Company notifies the Customer that the Goods are ready, the Customer has not taken or accepted (as the case may be) delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.

4.11 If the Company delivers up to and including 5% more or less than the quantity of Goods ordered under the Contract, the Customer may not reject them and a pro rata adjustment shall be made to the invoice in respect of the relevant Order.

4.12 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

4.13 The Customer shall inspect the Goods on delivery.

5. Permitted returns and cancellations

5.1 No Contract or Order (or part of a Contract or Order) may be cancelled, nor may any Goods under a Contract or an Order be returned to the Company, without the prior written consent of the Company and provided that:

(a) the Goods are returned, at the Customer’s cost and expense, in their original condition and packaging; and

(b) if a Contract has been entered into in respect of the Goods:

(i) where those Goods have been manufactured to a Specification, the Customer shall indemnify the Company on demand in full in respect of all costs, charges and expenses incurred by the Company as a result of the cancellation of Order or return of Goods (as the case may be); and

(ii) where those Goods have not been manufactured to a Specification, the Customer shall pay a handling charge of an amount equal to 75% of the relevant invoice value (plus value added tax at the prevailing rate).

5.2 If, subject to Condition 5.1, part of a Contract or an Order is cancelled or some only of the Goods under a Contract are returned to the Company, the Company reserves the right (at its discretion) to amend the Price payable by the Customer under the Contract on a pro rata basis to reflect the retained Goods as a proportion of the total Price otherwise payable under the Contract.

6. Quality

6.1 The Company warrants that the Goods shall during the Warranty Period:

(a) conform in all material respects with their description and any applicable Specification; and

(b) be free from material defects in design, material and workmanship; and

(c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

6.2 Subject to Condition 6.3, the Company shall repair or replace the defective Goods, or (at its option) refund the price of any defective Goods in full if:

(a) during the Warranty Period the Customer gives written notice to the Company that the Goods do not comply with the warranty in Condition 6.1:

(i) in the case of any defect that is apparent on reasonable inspection of the Goods, within 14 days of the date of delivery of the Goods (as provided for in Condition 4.2); or

(ii) in the case of any latent defect, within a reasonable period of time of the latent defect having become apparent;

(b) the Company is given a reasonable opportunity of examining such Goods; and

(c) the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost,

6.3 The Company shall not be liable for any failure by the Goods to comply with the warranty set out in Condition 6.1 if:

(a) the Customer makes any further use of such Goods after giving notice in accordance with Condition 6.2(a);

(b) the defect arises as a result of the Customer's (or end user's) failure to follow the Company's oral or written instructions or, if no instructions were given, good trade practice as to the storage, commissioning, installation, use and maintenance of the Goods;

(c) the defect arises as a result of the Company following any drawing, design or Specification supplied by the Customer;

(d) the Customer alters or repairs such Goods without the written consent of the Company;

(e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal or incorrect storage, application, movement, installation or working conditions;

(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 Goods are (or become) component parts; or

(g) the Goods differ from their description or any applicable Specification as a result of changes made by the Company which it considers to be necessary to ensure they comply with applicable statutory or regulatory requirements.

6.4 In the event that the Customer requires sorting of its stock following delivery of allegedly defective Goods, the Customer must obtain the Company's prior written agreement before any such sorting activity commences. Subject to the Company's agreement, one of the following options will apply at the Company's sole discretion:

(a) the Goods (or affected batch) shall be collected by the Company and inspected at the Company's premises;

(b) the Company shall send its representatives to the Customer's premises to inspect the relevant Goods; or

(c) the Company shall reimburse the Customer for reasonable sorting costs, provided that such costs are supported by a written quotation submitted by the Customer and approved by the Company in advance of any work commencing.

In the absence of the Company's prior written agreement in accordance with this Condition 6.4, the Company shall not be liable for any costs associated with the sorting or inspection of Goods carried out by the Customer.

6.5 Except as provided in this Condition 6, the Company shall have no liability to the Customer in respect of any failure by the Goods to comply with the warranty set out in Condition 6.1.

6.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

7. Title and risk

7.1 Risk in the Goods shall pass to the Customer on completion of delivery (as provided for in these Conditions).

7.2 Title to the Goods shall not pass to the Customer until the earlier of:

(a) the Company receiving payment in full (in cleared funds) for the Goods, in which case title to the Goods shall pass at the time of payment of all such sums; and

(b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in Condition 7.4.

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

(a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(d) notify the Company immediately if it becomes subject to any of the events listed in Condition 9.1; and

(e) give the Company such information relating to the Goods as the Company may require from time to time.

7.4 Subject to Condition 7.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Company receives payment for the Goods. However, if the Customer resells the Goods before that time:

(a) it does so as principal and not as the Company’s agent; and

(b) title to the Goods shall pass from the Company to the Customer immediately before the time at which resale by the Customer occurs.

7.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in Condition 9.1, then, without limiting any other right or remedy the Company may have:

(a) the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

(b) the Company may at any time:

(i) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and

(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. Price and payment

8.1 The Price of the Goods shall, subject to Condition 8.2, 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.

8.2 The Company may, by giving notice to the Customer at any time up to 5 Business Days before delivery, increase the Price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

(c) any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.

8.3 The Price of the Goods:

(a) excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Company at the prevailing rate, subject to the receipt of a valid VAT invoice; and

(b) unless otherwise stated in the Quotation excludes any import and export duties, and the costs and charges of packaging, insurance, and transportation and carriage of the Goods, which shall be invoiced to the Customer.

8.4 The Company may invoice the Customer for the Goods on or at any time after delivery of the Goods, as provided for in these Conditions.

8.5 Unless otherwise stated in the Quotation, the Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice. Payment shall be made to the bank account nominated in writing by the Company. Time for payment is of the essence.

8.6 If the Customer fails to make any payment due to the Company under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.

9. Termination

9.1 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:

(a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 Business Days of being notified in writing to do so;

(b) the Customer becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(c) the Customer 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 Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

(e) the Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.2 Without limiting its other rights or remedies, the Company may suspend provision of the Goods under the Contract or any other contract between the Customer and the Company if:

(a) the Customer becomes subject to any of the events listed in Condition 9.1(a) to Condition 9.1(e); or

(b) the Company reasonably believes that the Customer is about to become subject to any of the events listed in Condition 9.1(a) to Condition 9.1(e); or

(c) the Customer fails to pay any amount due under this Contract on the due date for payment.

9.3 Without limiting its other rights or remedies, 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.

9.4 On termination of the Contract for any reason the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest.

9.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

9.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

10. Limitation of liability

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

10.1 The limits and exclusions in this Condition 10 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.

10.2 Nothing in these Conditions 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 (as applicable);

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

(d) defective products under the Consumer Protection Act 1987; or

(e) any matter in respect of which it would be unlawful for the Company to exclude or restrict liability.

10.3 Subject to Condition 10.12, the Company shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

(a) any loss of profits;

(b) loss of or damage to goodwill; or

(c) any third party claims; or

(d) any indirect or consequential loss.

10.4 The following types of loss and specific loss are not excluded under Condition 10.3:

(a) sums paid by the Customer to the Company pursuant to the Contract, in respect of any Goods not provided in accordance with the Contract; and

(b) additional costs of procuring and implementing replacements for, or alternatives to, the Goods not provided in accordance with the Contract.

10.5 Subject to Condition 10.2, 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 in no circumstances exceed:

(a) the sum of £10,000; or

(b) the price of the defective Goods, if such price is less than £10,000.

10.6 Unless the Customer notifies the Company within the relevant notice period (**Notice Period**) that it intends to make a claim against the Company in respect of any event, Company shall have no liability for that event. The Notice Period shall commence on the day on which the Customer became, or ought to have become, aware of it having

grounds to make a claim in respect of the event and shall expire 90 days from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

10.7 The Company has given commitments in respect of the Goods under Condition 6.1. In view of these commitments, the following implied terms are, to the fullest extent permitted by law, excluded from the Contract:

(a) sections 13 to 15 of the Sale of Goods Act 1979; and

(b) sections 3 to 5 (inclusive) of the Sale of Goods and Services Act 1982.

11. Customer's obligations

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 the Customer's failure to comply with any of its obligations under these Conditions.

12. Force majeure

The Company shall not be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for a period of 16 weeks, the party not affected may terminate this Contract by giving 60 days written notice to the affected party.

13. General

13.1 Assignment and other dealings.

(a) The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

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

13.2 Confidentiality.

(a) Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Condition 13.2(b).

(b) Each party may disclose the other party's confidential information:

(i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Condition 13.2; and

(ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

13.3 **Entire agreement.**

(a) This 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 agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

13.4 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.5 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

13.6 **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.

13.7 **Notices.**

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Condition, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or fax or email.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Condition 13.7(a); 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

(c) The provisions of this Condition shall not apply to the service of any proceedings or other documents in any legal action.

13.8 **Third party rights.** No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

13.9 **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.

13.10 **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 this Contract or its subject matter or formation.