

TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. DEFINITIONS:

In these Terms and Conditions of Sale, "Seller" means NEMA Limited registered in England with company number 00576760;

"Acknowledgement of Order Form" means the Seller's written acceptance of the Buyer's Order;

"Buyer" means the person, firm, company or corporation by whom the Order is given;

"Contract" means the agreement (which incorporates these Standard Terms and Conditions of Sale) made between the Buyer and the Seller for the supply of the Goods and/or provision of Services;

"Contract Price" means the price payable to the Seller by the Buyer for the Goods and/or Services supplied under the Order;

"Deliverables" means the output of the Services, including design and testing documentation;

"Delivery" means when the Supplier places the Goods at the Buyer's disposal at the Delivery Location;

"Delivery Location" means the Buyer address detailed in the Quotation or such other location as may be advised by the Seller as set out in the Quotation;

"Delivery Period" the estimated time for Delivery of the Goods as stated in the Quotation;

"Goods" means the goods, products or components (including any software and documentation) described in Seller's Acknowledgement of Order Form;

"Incoterms®" used in these terms are as set out in the Incoterms® 2020 Rules;

"Intellectual Property Rights" means patents, rights to inventions, copyright and [neighbouring and] related rights, trade marks, business names and domain names, rights in get-up goodwill and the right to sue for passing off, rights in designs, 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.

"Quotation" means the Seller's written quotation to the Buyer for the supply of the Goods;

"Order" means the Buyer's order for the Goods, as set out in the Buyer's written acceptance of the Seller's Quotation.

"Services" means the services described in Seller's Acknowledgement of Order Form, which may include design and testing services;

2. THE CONTRACT:

2.1 All Orders must be in writing and are accepted subject to these Standard Terms and Conditions of Sale. No terms or conditions put forward by Buyer and no representations, warranties, guarantees or other statements not contained in Seller's Quotation or Acknowledgement of Order Form nor otherwise expressly agreed in writing by Seller will be binding on Seller.

2.2 Where Buyer requires the Goods to comply with specific standards, specific regulations and/or be received by control and inspection agencies, the Buyer must provide

with its price request or Order its required technical specification and any other requirements, Buyer's specifications and other requirements will only apply if (and to the extent) accepted by Seller in writing on Seller's Quotation or offer provided to Buyer. The Buyer shall bear all costs arising out of or in connection with Seller's compliance with Buyer's specifications or other such requirements.

2.3 The Contract will become effective only upon the date of acceptance of Buyer's Order on Seller's Acknowledgement of Order Form or upon the date of fulfilment of all conditions precedent stipulated in the Contract, whichever is the later (the "Effective Date"). If the details of the Goods or Services described in Seller's Quotation differ from those set out in the Acknowledgement of Order Form the latter shall apply.

2.4 No alteration or variation to the Contract will apply unless agreed in writing by both parties. However, Seller reserves the right to effect minor modifications and/or improvements to the Goods before Delivery provided that the performance of the Goods is not adversely affected and that neither the Contract Price nor the delivery date is affected.

3. VALIDITY OF QUOTATION AND PRICES:

3.1 Unless previously withdrawn, Seller's Quotation is open for acceptance within the period stated therein or, when no period is so stated, within thirty (30) days after its date.

3.2 Prices are firm for Delivery within the period stated in Seller's Quotation or are subject to a revision formula pertaining to the Goods or materials attached to the Quotation and are exclusive of (a) Value Added Tax and (b) any similar and other taxes, duties, levies or other like charges arising outside the United Kingdom in connection with the performance of the Contract.

3.3 Prices (a) are for Goods delivered EXW (Ex works) under the Incoterms® at Seller's [ADDRESS]s and are, exclusive of carriage, insurance and handling and (b) unless otherwise stated in Seller's Quotation, are exclusive of packing. If the Goods are to be packed, packing materials are non-returnable.

4. PAYMENT:

Payment must be made: (a) in full without set-off, counterclaim or withholding of any kind (save where and to the extent that this cannot by law be excluded); and (b) in the currency of Seller's Quotation within thirty (30) days of date of invoice unless otherwise specified by Seller's Finance Department. Goods will be invoiced at any time after their readiness for despatch has been notified to Buyer. Services will be invoiced monthly in arrears or, if earlier, upon completion. Without prejudice to Seller's other rights, Seller reserves the right to: (i) charge interest on any overdue sums at 8% (eight per cent) above the base lending rate of the Bank of England (or such higher rate stipulated by applicable law) from the date when payment is due from Buyer until the date when payment is received by Seller and such interest will be calculated on an annual, compounded monthly basis and/or (ii) suspend performance of the Contract (including withholding shipment) in the event that Buyer fails or in Seller's reasonable opinion it appears that Buyer is likely to fail to make payment when due under the Contract or any other contract and/or (iii) at any time require such reasonable security for payment

as Seller may deem reasonable and/or (iv) terminate the Contract.

5. BUYER'S OBLIGATIONS

The Buyer shall: i) ensure that the terms of the Order and any specification it provides are complete and accurate, ii) co-operate with the Supplier in all matters relating to the Services, and iii) provide the Supplier with such information and materials it reasonable requires in order to supply the Services and ensure that such information is complete and accurate in all material respects.

6. DELIVERY PERIOD:

6.1 Unless otherwise stated in Seller's Quotation, all periods stated for Delivery run from the Effective Date and are to be treated as estimates only. The time of Delivery is not of the essence in the Contract.

6.2 If Seller is delayed in or prevented from performing any of its obligations under the Contract due to the acts or omissions of Buyer or its agents (including but not limited to failure to provide specifications and/or fully dimensioned working drawings and/or such other information as Seller reasonably requires to proceed expeditiously with its obligations under the Contract), the Delivery Period and the Contract Price will both be adjusted accordingly

6.3 If Delivery is delayed due to any act or omission or by request of Buyer, or if having been notified that the Goods are ready for despatch, Buyer fails to take Delivery or provide adequate shipping or delivery instructions, (if applicable) Seller will be entitled to place the Goods into a suitable store at Buyer's expense. Upon placing the Goods into the store, then Delivery will be deemed to be complete and risk in the Goods shall pass to Buyer and Buyer shall pay Seller accordingly.

7. FORCE MAJEURE:

7.1 The Contract (other than Buyer's obligation to pay all sums due to Seller in accordance with the Contract) shall be suspended, without liability, in the event and to the extent that its performance is prevented or delayed due to any circumstance beyond the reasonable control of the party affected, including but not limited to: act of God, war, armed conflict or terrorist attack, riot, fire, explosion, accident, flood, sabotage; governmental decisions or actions (including but not limited to prohibition of exports or re-exports or the failure to grant or the revocation of applicable export licences or labour trouble, strike, lockout or injunction (**Force Majeure**)). Seller will be relieved without liability of all obligations under the Contract unless and until the aforesaid circumstances no longer prevent and/or delay Seller's ability to perform its Contract.

7.2 If either party is delayed or prevented from performance of its obligations by reason of this Clause for more than one hundred and eighty (180) consecutive calendar days, either party may terminate the then unperformed portion of the Contract by notice in writing given to the other party, without liability provided that Buyer will be obliged to pay the reasonable cost and expense of any work in progress and to pay for all Goods delivered and Services performed as at the date of termination.

8. INSPECTION, TESTING, CALIBRATION AND QUALIFICATION:

8.1 Goods will be inspected by Seller or the manufacturer of the Goods ("Manufacturer")

and, where practicable, be submitted to Seller's or Manufacturer's standard tests before despatch. Any additional tests or inspection (including inspection by Buyer or its representative, or tests in the presence of Buyer or its representative and/or calibration) or the supply of test certificates and/or detailed test results must be specified by Buyer in writing in the Order and will be subject to Seller's prior written agreement and Seller reserves the right to charge for these; if Buyer or its representative fails to attend such tests, inspection and/or calibration within seven (7) days' of the Seller issuing written notice to the Seller that the Goods are ready for such test, inspections and/or calibration, the tests, inspection and/or calibration will proceed and will be deemed to have been made in the presence of Buyer or its representative and Seller's or Manufacturer's statement that the Goods have passed such testing and/or inspection and/or have been calibrated will be conclusive.

8.2 Prototypes for Goods specially developed or adapted for Buyer must be qualified and approved in writing by Buyer before Seller or Manufacturer will start with serial production of the relevant Goods in order to ensure that they are compatible with the other components that make up their equipment, and that they are adapted to the intended use. Such written approval will confirm Buyer's acceptance of the prototype and acceptance that the prototype meets Buyer's technical specification and requirements. In this respect, Buyer and Seller will sign two originals of a "Product Approval Form", one original to be retained by Buyer and one by Seller.

8.3 In the event that Buyer requires Delivery without having first qualified and approved the Goods, said Goods will be Delivered as they stand and will be deemed prototypes specifically approved and acceptable to Buyer and Seller makes no representations, warranties or conditions, implied or otherwise, in relation to such prototypes. Buyer shall then be solely liable for using the Goods or delivering them to its own clients. Buyer hereby indemnifies and shall keep indemnified Seller in full against any and all claims by third parties in respect to any such prototypes. Seller may also decide at its discretion not to Deliver any Goods that have not received Buyer's prior approval.

9. DELIVERY, RISK & TITLE:

9.1 Unless otherwise expressly stated in the Contract, the Goods will to the Delivery Location; carriage, insurance and handling will be charged at Seller's standard rates. Risk of loss or damage to the Goods will pass to Buyer upon Delivery and Buyer will be responsible for insurance of the Goods from Delivery. Alternatively, if it is expressly stated in the Quotation that Seller is responsible for the insurance of the Goods after their Delivery; such insurance will be charged at Seller's standard rates

9.2 Seller may deliver by instalments and if so each Delivery will constitute a separate contract and failure by Seller to Deliver any one or more of the instalments in accordance with their terms will not entitle Buyer to terminate the whole Contract or treat it as repudiated.

9.3 Claims for shortfalls in quantity or for incorrect Delivery will be void if made more than fourteen (14) days after Delivery.

9.4 Title to the Goods shall not pass to the Buyer until the earlier of:

(a) the Supplier receives payment in full (in cash or cleared funds) for the Goods; or

(b) the Buyer resells the Goods, in which case title to the Goods shall pass to the Buyer at the time specified in clause 9.6(b)

9.5 Until title to the Goods has passed to the Buyer, the Buyer shall:

(a) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Supplier'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 upon which risk in the Goods passed to the Buyer;

(d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 15.1(b), 15.1(c), 15.1(d) and

(e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:

(i) the Goods; and

(ii) the ongoing financial position of the Buyer.

9.6 Subject to clause 9.7 the Buyer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Buyer resells the Goods before that time:

(a) it does so as principal and not as the Supplier's agent; and

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

9.7 At any time before title to the Goods passes to the Buyer, the Supplier may:

(a) by notice in writing, terminate the Buyer's right under clause 9.6 to resell the Goods or use them in the ordinary course of its business; and

(b) require the Buyer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

10. DEFECTS AFTER DELIVERY:

10.1 Seller warrants (i) subject to the other provisions of the Contract; that, i) in all material respects Goods and any associated documentation including fair article inspection reports (**FAIR**) (if applicable) manufactured and/ or provided by Seller will conform with Seller's written specifications therefor and be free of defects in materials and workmanship for a period of 12 months from Delivery (**Warranty Period**) and (ii) that Services provided by Seller will be performed with reasonable skill, care and due diligence and in accordance with good engineering practice; and that (iv) it will use all reasonable endeavours to meet any performance dates for the Services set out in the Quotation but any such dates shall be estimates only and time shall not be of the essence in performance of the Services. Seller will make good, by repair or at Seller's option by the supply of a replacement part or parts (and update of any associated documentation including any applicable FAIR), any defects or breaches of the warranty given in sub-clause (i) above which, under proper use, care and maintenance, appear in Goods of Seller's manufacture and which are reported to Seller within the Warranty Period. Within the Warranty Period, Buyer may request and Seller will approve and authorise in advance any return of defective items, which will be sent at Buyer's cost, including the cost of insurance to any address provided by Seller. Where in Seller's reasonable determination,

defects are found to arise from improper use, care and maintenance, Seller will return the Goods at the cost of Buyer or the end user. Replaced items will become the property of Seller. Repaired or replacement items will be delivered by Seller at Seller's cost to Buyer's mainland site in the United Kingdom or, if Buyer is located outside the United Kingdom, FCA in the United Kingdom. Seller will correct defects in Services provided by Seller and reported to Seller within ninety (90) days after completion of such Services. Goods or Services repaired, replaced or corrected in accordance with this Clause 10.1 will be subject to the foregoing warranty for the unexpired portion of the Warranty Period.

10.2 Goods or Services sourced by Seller from a third party for resale to Buyer will carry only the warranty extended by the original Manufacturer.

10.3 Notwithstanding clauses 10.1 and 10.2, the Seller will not be liable for any defects caused by: wilful damage, negligence, abnormal use of the Goods or use of the Goods for a purpose other than that intended by the Manufacturer, or failure by Buyer to disclose the purpose or conditions of use of the Goods; fair wear and tear; materials or workmanship made, furnished or specified by Buyer, non-compliance with Seller's or Manufacturer's storage, installation, operation or environmental requirements; lack of proper maintenance; any modification or repair not previously authorised by Seller in writing; the use of non-authorised spare or replacement parts or conformation to any specification or other requirement of the Buyer. Seller's costs incurred in investigating and rectifying such defects will be paid by Buyer upon demand. Buyer will at all times remain solely responsible for the adequacy and accuracy of all information supplied by it.

10.4 This warranty will apply to Goods that are made readily available and therefore does not cover the costs of disassembly and reassembly of said Goods in the equipment into which they are mounted.

10.5 The Supplier does not warrant that any software in the Goods will be uninterrupted or error free.

10.6 To the fullest extent permitted by law, and without limiting Clause 10.3 and subject to Clause 12, the foregoing constitutes Seller's sole warranty and Buyer's exclusive remedy for breach thereof and no representations, warranties or conditions of any kind, express or implied, will apply as to satisfactory quality, merchantability, fitness for any particular purpose or any other matter with respect to any of the Goods or Services.

11. INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT:

11.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Buyer) shall be owned by the Supplier.

11.2 The Supplier grants to the Buyer, or shall procure the direct grant to the Buyer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding materials provided by the Buyer) for the purpose of receiving and using the Deliverables in its business. The Buyer may sub-license the rights granted in this clause.

11.3 The Buyer grants the Supplier a fully paid up, non-exclusive, royalty free non-transferable licence to copy and modify any materials provided by the Buyer to the Supplier for the term of the Contract for the purpose of providing the Services to the Buyer.

11.4 To the extent that the Goods are to be manufactured in accordance with a specification supplied by the Buyer, the Buyer shall indemnify the supplier 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 Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Supplier's use of such specification. This clause 11.4 shall survive termination of the Contract.

11.5 Subject to the limitations in clause 12, Seller will indemnify Buyer against all costs and damages awarded against the Buyer arising out of or in connection with any claim made against the Buyer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the supply or use of the Goods or the Deliverables, provided always that Seller will not be liable to so indemnify Buyer to the extent that:

(i) such infringement arises as a result of Seller and/or Manufacturer having followed a design or instruction furnished or given by Buyer, or the Goods or Deliverables having been used in a manner or for a purpose or in a country not specified by or disclosed to Seller prior to the date of the Contract or, in the case of the Goods, in association or combination with any other equipment or software, or (ii) Seller and/or Manufacturer has at its expense procured for Buyer the right to continue to use the Goods or Deliverables or has modified or replaced them so that they no longer infringe, or (iii) Buyer has failed to give Seller the earliest possible notice in writing of any claim made or to be made or of any action threatened or brought against Buyer and/or Buyer has failed to permit Seller and/or Manufacturer, at Seller's expense, to conduct and control any litigation that may ensue and all negotiations for a settlement of the claim, or (iv) Buyer has made without Seller's prior written consent any admission which is or may be prejudicial to Seller and/or Manufacturer in respect of any such claim or action, or

11.6 Buyer warrants that any specification, design, instructions or other requirements furnished or given by it will not Seller and/or Manufacturer to infringe any Intellectual Property Rights in the performance of Seller's obligations under the Contract and will indemnify and keep indemnified Seller against all reasonable costs and damages which Seller may incur as a result of any breach of such warranty.

12. LIMITATION OF LIABILITY:

12.1 Notwithstanding any other provision of the Contract, but subject to Clause 12.2 and without prejudice to Clause 12.3, Seller's maximum aggregate liability for any and all losses, liabilities, expenses (including legal expenses), damages, claims or actions incurred under or in connection with this Contract, arising in or by virtue of breach of contract, tort (including negligence), misrepresentation, breach of statutory duty, strict liability, infringement of Intellectual Property Rights or otherwise, shall in no circumstances exceed: (i) £1,000,000 for loss of or damage to physical property, and (ii) in all other cases, the Contract Price.

12.2 Notwithstanding any other provision of the Contract but without prejudice to Clause 12.3, Seller shall not be liable under or in connection with this Contract between the parties, for any:

(i) loss of income; (ii) loss of actual or anticipated profits; (iii) loss of anticipated savings; (iv) increased costs of any kind; (v) loss of business; (vi) loss of contracts; (vii) loss of goodwill or reputation; (viii) loss of, damage to or corruption of data; (ix) claims of Buyer's customers or (x) any indirect or consequential loss or damage of any kind, howsoever caused and whether arising in or by virtue of:

(i) breach of contract; (ii) tort (including negligence); (iii) misrepresentation; (iv) breach of statutory duty; (v) strict liability; or (vi) infringement of Intellectual Property Rights, whether or not such loss or damage was foreseeable or in the contemplation of the parties.

12.3 Nothing in this Contract shall exclude or in any way limit Seller's liability (i) for fraud, (ii) for death or personal injury caused by Seller's negligence (including negligence as defined in the Unfair Contract Terms Act 1977), (iii) for breach of terms implied as to title by section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982, or (iv) for any liability to the extent that such liability may not be limited or excluded as a matter of law.

12.4 The Supplier shall not be liable for any failure to perform its obligations pursuant to the Contract to the extent it is delayed or prevented from performing such obligations by the any act or omission of the Buyer or for any costs or losses sustained by the Buyer as a result.

13. STATUTORY AND OTHER REGULATIONS:

13.1 If Seller's obligations under the Contract will be increased or reduced by reason of the making or amendment after the date of Seller's Quotation of any law or any order, regulation or by-law having the force of law that will affect the performance of Seller's obligations under the Contract, the Contract Price and Delivery Period will be adjusted accordingly and/or performance of the Contract suspended or terminated, as appropriate.

13.2 Except to the extent otherwise required by applicable law, Seller will have no responsibility for the collection, treatment, recovery or disposal of (i) the Goods or any part thereof when they are deemed by law to be 'waste' or (ii) any items for which the Goods or any part thereof are replacements. If Seller is required by applicable law, including waste electrical and electronic equipment legislation, in particular European Directive 2012/19/EU (WEEE) and 2003/108/EC related legislation in EU Member States or the United Kingdom, to dispose of 'waste' Goods or any part thereof, Buyer must, unless prohibited by applicable law, pay Seller, in addition to the Contract Price, either (i) Seller's standard charge for disposing of such Goods or (ii) if Seller does not have such a standard charge, Seller's costs (including all handling, transportation and disposal costs and a reasonable mark-up for overhead) incurred in disposing of such Goods.

13.3 Buyer's personnel must, whilst on Seller's, Manufacturer's premises, comply with Seller's, Manufacturer's applicable site regulations and Seller's, Manufacturer's reasonable instructions, including but not limited to those relating to safety, security, confidentiality and electrostatic discharge.

14. COMPLIANCE WITH LAWS

14.1 Buyer agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the United States, the European Union and the jurisdictions in which Seller and Buyer are established or from which Goods and/or other items may be supplied,

and the requirements of any licences, authorisations, general licences or licence exceptions relating thereto will apply to its receipt and use of Goods, hardware, software, services and technology. If Seller should fail to receive any necessary or advisable licences, authorisations or approvals, even arising from inaction by any relevant government authority, or if any such licences, authorisations or approvals are denied or revoked, or if there is a change in any applicable laws, regulations, orders or requirements that would prohibit Seller from fulfilling the Contract, or would in the reasonable judgement of Seller otherwise expose Seller to a risk of liability under such laws, regulations, orders or requirements if it fulfilled the Contract, Seller will be relieved without penalty of all obligations under the Contract. In no event may Buyer use, transfer, release, export or re-export any such Goods, hardware, software or technology in violation of such applicable laws, regulations, orders or requirements or the requirements of any licences, authorisations or licence exceptions relating thereto.

14.2 Buyer agrees furthermore that it will not engage in any activity that would expose Seller to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. Buyer agrees to comply with all appropriate legal, ethical and compliance requirements including relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

15. TERMINATION:

15.1 Without limiting its other rights or remedies, the Seller may terminate this Contract with immediate effect by giving written notice to the Buyer if:

(a) the Buyer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within [30] days of that party being notified in writing to do so;

(b) the Buyer 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), obtaining a moratorium, 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;

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

(d) the Buyer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

15.2 Without limiting its other rights or remedies, the Seller may suspend provision of the Goods under the Contract or any other contract between the Buyer and the Seller if the Buyer becomes subject to any of the events listed in Clause 15.1(b) to clause 15.1(d)), or the Seller reasonably believes that the Buyer is about to become subject to any of them, or if the Buyer fails to pay any amount due under this Contract on the due date for payment.

15.3 Without limiting its other rights or remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to

pay any amount due under the Contract on the due date for payment.

15.4 On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt.

15.5 Termination of the Contract, however arising, 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 the Contract which existed at or before the date of termination.

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

15.7 Seller will be entitled to recover from Buyer or Buyer's representative all costs and damages incurred by Seller as a result of such termination, including a reasonable allowance for overheads and profit (including but not limited to loss of prospective profits and overheads).. No Order which has been accepted by Seller may be cancelled by Buyer except with Seller's prior written consent and on terms that Buyer will indemnify Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Seller as a result of cancellation.

16. GENERAL

16.1 Assignment and other dealings.

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

(b) The Buyer may not assign, transfer, mortgage, charge, subcontract, delegate, 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 Seller.

16.2 Confidentiality.

(a) Each party undertakes that it shall not at any time during the Contract and for a period of 10 years after termination or expiry 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 clause (b)).

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

- (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15.2; 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 exercise its rights and perform its obligations under or in connection with the Contract.

16.3 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 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 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.

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

16.5 **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.

16.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 16.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.7 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:

- (i) 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
- (ii) sent by email to the address specified in the Contract.

(b) Any notice or communication shall be deemed to have been received:

- (i) if delivered by hand, at the time the notice is left at the proper address;
- (ii) 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
- (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 15.7(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16.7 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.]

16.8 **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 law of England and Wales.

16.9 **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.