

# Terms & Conditions of Sale for Project Installations

Amba Defence Global Ltd



## 1. Interpretation

*Definitions. In these Conditions, the following definitions apply:*

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

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 24.

**Contract:** the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

**Customer:** the person or legal entity which purchases the Goods and/or Services from the Supplier.

**Deliverables:** the deliverables set out in the Order.

**Site Location:** has the meaning set out in clause 4.1.

**Force Majeure Event:** has the meaning given to it in clause 17.

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

**Goods Specification:** any specification for the Goods, issued via a quotation, proposal or invoice, including any relevant plans or drawings, that is agreed in writing by the Customer and the Supplier.

**Intellectual Property Rights:** patents, rights to inventions, copyright 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 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 supply of Goods and/or Services, as set out by the Customer's acceptance of the Supplier's quotation.

**Services:** the installation of the Goods, including the Deliverables, supplied by the Company to the Customer as set out in the Service Specification below.

**Service Specification:** the description or specification for the Services provided in writing by the Supplier to the Customer.

**Supplier:** Amba Defence Global Ltd registered in England and Wales with company number 10873290.

**Supplier Materials:** has the meaning set out in clause 4.

## 2. Basis of contract

- 2.1. The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2. The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.
- 2.4. Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.5. 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.
- 2.6. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

## 3. Goods

- 3.1. The Goods are described in the Goods Specification.
- 3.2. The Customer 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 the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3. The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirements.

## 4. Delivery of Goods

- 4.1. The Supplier shall deliver and if agreed, install the Goods to the location set out in the Order or such other location as the parties may agree (**Site Location**) at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.2. Delivery of the Goods shall be completed on delivery and installation of the Goods' at the Site Location.
- 4.3. Any dates quoted for delivery and installation of the Goods are approximate only, and the time of delivery and installation is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4. If the Supplier fails to deliver the Goods, its 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. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.5. The Supplier may deliver and install the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

## 5. Quality of Goods

- 5.1. The Supplier confirms that on delivery, the Goods shall be supplied with the manufacturer's warranty only.

## 6. Title and risk

- 6.1. The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2. Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.3. Until title to the Goods has passed to the Customer, the Customer shall:
  - 6.3.1. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
  - 6.3.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - 6.3.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
  - 6.3.4. notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(m); and
  - 6.3.5. give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 6.4. If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(m), then, without limiting any other right or remedy the Supplier may have:
  - 6.4.1. the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
  - 6.4.2. the Supplier may at any time:
    - 6.4.2.1. require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
    - 6.4.2.2. 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.

## 7. Supply of Services

- 7.1. The Supplier shall provide the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2. The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the quotation, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

## 8. Installation

- 8.1. The Company shall supply to the Customer, within a reasonable time before any installation of the Goods, such information and assistance as may be necessary to enable the Customer to prepare the Location for the installation of the Goods.
- 8.2. The Customer shall, at its own expense, prepare the Location in accordance with the information provided by the Company in advance of each Delivery Date.
- 8.3. The Company shall be responsible for ensuring that the Goods are installed and are in Good Working Order.

## 9. Customer's obligations

- 9.1. The Customer shall:
  - 9.1.1. ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate;
  - 9.1.2. cooperate with the Supplier in all matters relating to the Services;
  - 9.1.3. provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
  - 9.1.4. provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
  - 9.1.5. be responsible (at its own cost) for the preparation of the Customer's premises for the supply of the Services, including identifying, monitoring, removing or disposing of any hazardous materials from the Customer's premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing the Supplier of all of the Customer's obligation and actions under this condition 9.1(e);
  - 9.1.6. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
  - 9.1.7. be responsible for ensuring that the Customer's premises are compliant with the duties imposed on it by the Health and Safety at Work Act 1974 or any amendment thereto or re-enactment thereof and of all other relevant statutory provisions, bye-laws, rules and regulations so far as they are applicable to the site or goods or the services.
- 9.2. If the Supplier's performance of any of its obligations in respect of the Goods and/or Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
  - 9.2.1. the Supplier shall without limiting its other rights or remedies have the right to 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 to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
  - 9.2.2. the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 9.2; and
  - 9.2.3. the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

## 10. Charges and payment

- 10.1. The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery.
- 10.2. The charges for Services shall be on a time and materials basis:
  - 10.2.1. the charges shall be calculated in accordance with the Supplier's standard daily fee rates, as set out in the quotation;
  - 10.2.2. the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm\worked on Business Days;

- 10.2.3. the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier
- 10.2.4. engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 10.2.5. increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:
  - 10.2.5.1. any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
  - 10.2.5.2. any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
  - 10.2.5.3. any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 10.3. The Customer shall be required to pay 75% of the total balance due under the Contract in advance of the Goods or Services being provided. The remaining balance of 25% shall fall due upon completion of the Contract.
- 10.4. The Customer shall pay each invoice submitted by the Supplier:
  - 10.4.1. within 14 days of the date of the invoice; and
  - 10.4.2. in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 10.5. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT).
- 10.6. If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 8% per annum above Barclays Bank plc'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.
- 10.7. The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding except as required by law. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

## **11. Intellectual property rights**

- 11.1. All Intellectual Property Rights in or arising out of or in connection with the
- 11.2. Services shall be owned by the Supplier.

## **12. Confidentiality**

A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 12 shall survive termination of the Contract.

## **13. Limitation of liability**

- 13.1. Nothing in these Conditions shall limit or exclude the Supplier's liability for:
  - 13.1.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 13.1.2. fraud or fraudulent misrepresentation;
  - 13.1.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
  - 13.1.4. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - 13.1.5. defective products under the Consumer Protection Act 1987.
- 13.2. Subject to clause 13.1:
  - 13.2.1. the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract ; and
  - 13.2.2. the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of the Contract.
- 13.3. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.4. This clause 13 shall survive termination of the Contract.

## **14. Termination**

- 14.1. Without limiting its other rights or remedies either party may terminate the Contract by giving the other party not less than three months' written notice.
- 14.2. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
  - 14.2.1. the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
  - 14.2.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply);

- 14.2.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors (other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party);
- 14.2.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- 14.2.5. the other party (being an individual) is the subject of a bankruptcy petition or order;
- 14.2.6. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- 14.2.7. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 14.2.8. the holder of a qualifying charge over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 14.2.9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 14.2.10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2(b) to clause 14.2(i) (inclusive);
- 14.2.11. the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business;
- 14.2.12. the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 14.2.13. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 14.3. Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 14.4. Without limiting its other rights or remedies, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under this Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.2(b) to clause 14.2(m), or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 14.5. On termination of the Contract for any reason:
- 14.5.1. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 14.5.2. the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- 14.5.3. the accrued rights and remedies of the parties as at termination shall not be affected, 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; and
- 14.5.4. clauses which expressly or by implication have effect after termination shall continue in full force and effect.

## **15. Multi-Tiered Dispute Resolution Procedure**

- 15.1. If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then (except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:
- 15.2. either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Operations Director of the Supplier and Operations Director of the Customer shall attempt in good faith to resolve the Dispute;
- 15.3. if the Operations Director of the Supplier and Operations Director of the Customer are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Managing Director of the Supplier and Managing Director of the Customer who shall attempt in good faith to resolve it; and
- 15.4. if the Managing Director of the Supplier and Managing Director of the Customer are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice.
- 15.5. The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 17.8, which clause shall apply at all times.
- 15.6. If the Dispute is not resolved within 30 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 17.8.

## **16. Anti-Bribery Clause**

The Supplier shall:

- 16.1. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (Relevant Requirements);
- 16.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- 16.3. have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
- 16.4. promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement;

- 16.5. immediately notify the Customer (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement);
- 16.5.1. The Supplier shall ensure that any person associated with the Supplier who is performing services or providing goods in connection with this agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 16. (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.
- 16.5.2. Breach of this clause 16 shall be deemed a material breach under clause 14.
- 16.5.3. For the purpose of this clause 16, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 16 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

## **17. Force majeure**

- 17.1. For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 17.2. The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 17.3. If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than 12 weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

## **18. General**

### **18.1. Assignment and other dealings.**

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

## **19. Notices**

- 19.1. Any notice or other communication given to a party under or in connection with this 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 clause, and shall be delivered personally or sent by prepaid first-class post or other next working day delivery service, or by commercial courier or e-mail.
- 19.2. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 12.2(a); if sent by pre-paid first class post or other next
20. 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 e-mail, one Business Day after transmission.

## **21. Severance**

- 21.1. 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 clause shall not affect the validity and enforceability of the rest of the Contract.
- 21.2. If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **22. No partnership or agency**

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

## **23. Third parties**

A person who is not a party to the Contract shall not have any rights to enforce its terms.

## **24. Variation**

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Supplier.

## **25. Governing law**

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

## **26. Jurisdiction**

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