

## EASBY ELECTRONICS LIMITED: TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

### THE PURCHASER'S ATTENTION IS SPECIFICALLY DRAWN TO THE PROVISIONS OF CLAUSE 8.3 AND CLAUSE 10.

#### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following expressions have the following meanings:

**Applicable Laws** means any and all laws, legislation, statutes, regulations, byelaws, decisions, notices, orders, rules (including any rules or decisions of court), local government rules, statutory instruments or other delegated or subordinate legislation and any directions, codes of practice issued pursuant to any legislation, and voluntary codes that are applicable to the sale and purchase of the Goods or the supply of Services under these Terms from time to time.

**Business Day** means any day excluding Saturdays, Sundays and other days on which banks are not generally open for a full range of business in (a) London; and (b) the capital city of the country in which the Purchaser is located.

**Contract** means each contract formed in accordance with Clause 2 for the supply and purchase of the Goods and Services on these Terms.

**Force Majeure Event** has the definition given to the term in Clause 12.1.

**Goods** means the goods (including any instalment, component, part of or raw materials used in such goods) described in the Order.

**Insolvency Event** means: (a) any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to: (i) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of a party (except that no right to terminate will arise in respect of any procedure commenced for the purpose of a solvent amalgamation or reconstruction); (ii) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of a party or any of its assets; (iii) a party obtaining a moratorium under Part A1 of the Insolvency Act 1986; (iv) a party obtaining a court order under section 901C(1) of the Companies Act 2006; (v) the enforcement of any security over any assets of a party; or (vi) the expropriation, attachment, sequestration, distress or execution over or affecting any material asset of a party, in each case which is not withdrawn or dismissed as soon as reasonably practicable; or (b) a party is unable to pay its debts as they fall due or is insolvent; or (c) a party enters into a composition or arrangement with its creditors or any class of them; or (d) an event similar or analogous to those listed in (a) to (c) above occurs under the law of any jurisdiction of a party.

**Loss** means all loss, damage, claims, cost and expense (and **Losses** shall be construed accordingly).

**Order** means an order for the Goods and/or Services (including any applicable Specification) submitted by the Purchaser and accepted by the Supplier in accordance with Clause 2.3.

**Purchaser** means the purchaser who purchases the Goods and/or Services from the Supplier and who is identified in the Order.

**Purchaser Group** means the Purchaser and each and every subsidiary company or holding company of the Purchaser and each and every subsidiary company of a holding company of the Purchaser, in each case, from time to time.

**Services** means the advice (if any) provided by the Supplier at its discretion in relation to the Goods under or in connection with the Contract and whether provided in writing or orally, and any other services provided by the Supplier in connection with the Goods.

**Specification** means the specification including any plans, drawings, data, description or other information relating to the Goods referred to in an Order or otherwise identified by the Supplier in writing.

**Supplier** means Easby Electronics Limited (company number 01537952) whose registered office is at Unit 4 Mercury Road, Gallowfields Trading Estate, Richmond, North Yorkshire, United Kingdom, DL10 4TQ.

**Supplier Group** means the Supplier and each and every subsidiary company or holding company of the Supplier and each and every subsidiary company of a holding company of the Supplier, in each case, from time to time.

**Terms** means these terms and conditions of supply, the Specification (if any) and any special conditions agreed in writing between the Purchaser and the Supplier for the provision of the Goods and/or Services.

**Warranty Period** means the warranty period for the Goods as set out in the Order, or if no warranty period is specified in the Order, means a period of six (6) months from delivery of the Goods.

1.2 Clause headings do not affect the interpretation of the Contract.

1.3 References to any legislation or any section of any legislation include any amendment, modification or re-enactment to it and instruments and regulations under it in force from time to time, unless the contrary is stated. References to any rules, regulations, codes of practice or guidance include any amendments or revisions from time to time.

1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.5 If there is a conflict or inconsistency between any of the provisions of an Order and the provisions of these Terms, the provisions of these Terms shall prevail to the extent of the conflict or inconsistency unless expressly stated otherwise in the Order.

## **2. BASIS OF CONTRACT**

- 2.1 The Order constitutes an offer by the Purchaser to purchase the Goods and/or Services in accordance with these Terms which shall apply to each Contract to the exclusion of any other terms and conditions.
- 2.2 The Purchaser shall be responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.
- 2.3 The Supplier may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Goods and/or Services shall arise, until the earlier of:
- 2.3.1 written acceptance of the Order by the Supplier; or
  - 2.3.2 the Supplier taking any material step towards the delivery of the Goods or the performance of the Services in response to an Order in accordance with these Terms,
- at which point and on which date the Contract shall come into existence.
- 2.4 No variation to the Order or these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives). The Supplier is under no obligation to agree to a change.
- 2.5 The Supplier may issue quotations to the Purchaser from time to time. Quotations are invitations to order the Goods and Services only. They are not an offer to supply Goods or Services and are incapable of being accepted by the Purchaser. Without prejudice to Clause 8.2, each quotation is only valid for a period of twenty (20) Business Days from its date of issue, unless a different period is specified in the quotation.
- 2.6 Marketing and other promotional material relating to the Goods and Services are illustrative only and do not form part of the Contract.

## **3. SUPPLY OF THE GOODS AND SERVICES AND WARRANTIES**

- 3.1 The quantity, quality and description of the Goods shall be as specified in the Order.
- 3.2 The Supplier reserves the right to make any changes to the Goods and Services or the Specification which are necessary to comply with any Applicable Laws or safety requirement, or which do not materially affect the nature or quality of the Goods and Services.
- 3.3 The Purchaser shall distribute to its employees and others that handle the Goods, and shall follow, all safety and other instructions for the use and handling of the Goods that the Supplier provides in the Specification and in documents accompanying the Goods or elsewhere.
- 3.4 The Supplier warrants to the Purchaser that on delivery and for the duration of the Warranty Period the Goods shall:
- 3.4.1 correspond and conform with the Specification in all material respects; and
  - 3.4.2 be free from material defects in design, material and workmanship.
- 3.5 The Supplier warrants to the Purchaser that at the time of performance the Services shall be performed with reasonable care and skill.

## **4. ACCEPTANCE AND INSPECTION**

- 4.1 The Purchaser shall accept all Goods which meet the requirements of Clause 3.4 and all Services which meet the requirements of Clause 3.5 in all material respects.
- 4.2 The Purchaser shall inspect the Goods on delivery and shall within five (5) Business Days from and including the date of delivery give written notice to the Supplier of:
- 4.2.1 any errors in the quantity of Goods delivered by the Supplier in breach of the requirements of Clause 6; and
  - 4.2.2 any breach of the warranty in Clause 3.4 in relation to those Goods, which is or should be identifiable upon reasonable inspection.
- 4.3 If the Purchaser does not give notice to the Supplier under Clause 4.2 in respect of the Goods in accordance with the time period specified in Clause 4.2, the Supplier shall be deemed to have complied with its obligations under the Contract in relation to delivery, quantity and quality of the Goods and the Purchaser shall be deemed to have accepted the Goods.

## **5. PURCHASER'S REMEDIES**

- 5.1 Subject to Clause 5.5, if:
- 5.1.1 in the case of:
    - (a) defects discoverable by a physical inspection, the Purchaser has carried out the inspection required by Clause 4 and gives notice in writing to the Supplier, in accordance with the requirements of Clause 4, that some or all of the Goods do not comply with the warranty set out in Clause 3.4; and
    - (b) defects not discoverable by a physical inspection, the Purchaser gives notice in writing to the Supplier during the Warranty Period and within fourteen (14) days of the date on which the Purchaser became aware of, or ought reasonably to have become aware of the defect that some or all of the Goods do not comply with the warranty set out in Clause 3.4;
  - 5.1.2 the Supplier is given a reasonable opportunity (at its discretion) of examining the Goods concerned; and
  - 5.1.3 the Purchaser (if asked to do so by the Supplier) returns the Goods concerned to the Supplier's place of business (which shall be at the Supplier's cost provided the Goods do not comply with the warranty set out in Clause 3.4),

- the Supplier shall, at its option, repair or replace the defective Goods or refund the price of the defective Goods in full. No representation or warranty is given by the Supplier that defects shall be remedied within a specified period of time.
- 5.2 The Purchaser shall notify the Supplier if the Services fail to comply with the warranty set out in Clause 3.5, such notification to be made within fourteen (14) days of the date on which the Purchaser became aware of, or ought reasonably to have become aware of the non-compliance, and the Supplier shall reperform the Services in compliance with Clause 3.5 within a reasonable period.
- 5.3 Except as provided in this Clause 5, the Supplier shall have no liability to the Purchaser in respect of the Goods' failure to comply with the warranty set out in Clause 3.4 or the Services' failure to comply with the warranty in Clause 3.5.
- 5.4 These Terms shall apply to any repaired or replacement goods supplied and services reperfomed by the Supplier for the remainder of the original Warranty Period.
- 5.5 The Supplier shall not be liable under the warranties set out in Clause 3.4 and Clause 3.5 if:
- 5.5.1 the price for the relevant Goods and/or Services has not been paid by the due date for payment or the Purchaser is otherwise in breach of any of its obligations under the Contract; or
- 5.5.2 any defect in the Goods arises as a result of any of the following:
- (a) fair wear and tear, wilful damage, misuse, or negligence; or
  - (b) any information, drawing, instruction or specification supplied or agreed by the Purchaser; or
  - (c) alteration or repair of the Goods (other than by or on behalf of the Supplier); or
  - (d) the Purchaser's failure to follow or to follow fully the Supplier's instructions (whether oral or written) or maintenance requirements; or
  - (e) the Goods have been improperly installed or connected (unless the Supplier carried out the installation and connection); or
- 5.5.3 any defect in the Services arises as a result of any information, drawing, instruction or specification supplied or agreed by the Purchaser.
- 5.6 The Purchaser shall be deemed to have waived all warranty claims with respect to the Goods and/or Services that it does not report to the Supplier in writing within the Warranty Period.

## **6. DELIVERY AND PERFORMANCE**

- 6.1 The Goods shall be delivered to the address specified in the Order in accordance with the Order and this Clause 6.
- 6.2 Goods shall be delivered in accordance with the Incoterm specified in the Order, and if no Incoterm is specified, shall be delivered Ex Works (Incoterms 2020).
- 6.3 The Goods shall be deemed delivered by the Supplier (or its nominated carrier) on arrival of the Goods at the address specified in the Order.
- 6.4 The Services shall be deemed performed by the Supplier on completion of the performance of the Services as specified in the Order, or where the Order is silent on completion of the Services, upon the Supplier determining that the performance of the Services has been completed.
- 6.5 Unless otherwise stated in the Order, dates for delivery and performance are approximate only and time of delivery and performance is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods or the performance of the Services that is caused by a Force Majeure Event, the Purchaser's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods or the performance of the Services, or any other act or omission of the Purchaser.
- 6.6 The Purchaser may not postpone the delivery of the Goods or the performance of the Services except with the prior consent in writing of the Supplier.
- 6.7 If the Purchaser fails to take delivery of the Goods then the Goods shall be deemed delivered and the Supplier may (at its option):
- 6.7.1 store the Goods at the Purchaser's risk until actual delivery and charge the Purchaser for the reasonable costs (including insurance) in connection with such storage; or
- 6.7.2 terminate the Contract without any liability to the Purchaser.
- 6.8 The Supplier may deliver the Goods or perform the Services by separate instalments. Any delay in delivery or performance or defect in an instalment shall not entitle the Purchaser to cancel any other instalment.
- 6.9 If the Supplier delivers up to and including five (5) % more or less than the quantity of Goods ordered the Purchaser may not reject them, but on receipt of notice from the Purchaser that the wrong quantity of Goods was delivered, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

## **7. RISK AND TITLE**

- 7.1 Risk of damage to or loss of the Goods shall pass to the Purchaser upon delivery.
- 7.2 Ownership of the Goods shall not pass to the Purchaser until the earlier of: (i) the Supplier receiving payment in full and cleared funds of the price of the Goods as set out in the Order; and (ii) the Purchaser reselling those Goods, in which case title to those Goods shall pass to the Purchaser at the time specified in Clause 7.4.
- 7.3 Until ownership of the Goods passes to the Purchaser:
- 7.3.1 the Purchaser shall hold the Goods as the Supplier's fiduciary bailee;

- 7.3.2 the Purchaser shall keep the Goods separate from all other goods held by the Purchaser and readily identifiable as the property of the Supplier;
  - 7.3.3 the Purchaser shall maintain the Goods in a satisfactory condition, appropriately stored and insured on the Supplier's behalf for their full price against all risks (maintaining the proceeds of insurance on trust for the Supplier); and
  - 7.3.4 the Supplier shall be entitled by its employees and representatives to enter the premises of the Purchaser where the Goods are stored without notice to recover the Goods and the Purchaser shall at the request of the Supplier procure the right for the Supplier and its employees and representatives to enter any premises of any third party where the Goods are stored to recover the Goods.
- 7.4 The Purchaser may use or resell the Goods to a bona fide purchaser in the ordinary course of the Purchaser's business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Purchaser resells the Goods before that time:
- 7.4.1 it does so as principal and not as the Supplier's agent; and
  - 7.4.2 title to those Goods shall pass from the Supplier to the Purchaser immediately before the time at which resale by the Purchaser occurs.

## **8. PRICE AND PAYMENT**

- 8.1 The price of the Goods and Services shall be as stated in the Order and, unless otherwise agreed in writing between the parties, shall be exclusive of any applicable VAT which shall be payable by the Purchaser in addition where applicable, exclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery which shall be payable by the Purchaser in addition to the price, unless the Order specifies otherwise.
- 8.2 The Supplier shall be entitled to vary the prices for the Goods and Services from time to time at the Supplier's discretion and the updated prices shall apply to all Orders accepted by the Supplier after the new prices come into force.
- 8.3 The Supplier may increase the price of the Goods and Services, at any time before delivery or performance by giving notice to the Purchaser, when the cost of supplying the Goods and/or Services increases for any reason which is beyond the reasonable control of the Supplier including, but not limited to, the Supplier's increased costs of manufacturing or delivery (including any fluctuation in exchange rates), or where the supply of the Goods and/or Services is varied or delayed due to any of the acts or omissions of the Purchaser, including a failure to supply information or failure to supply information which is accurate in all material respects, delay in approving drawings and specifications or alteration of requirements or otherwise.
- 8.4 The Purchaser shall pay the price for the Goods and Services when due without set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law) in respect of any liability of the Supplier.
- 8.5 Time for payment in respect of the Goods and Services shall be of the essence and unless otherwise agreed by an authorised representative of the Supplier in writing, all payments due under the Contract shall be paid in full and cleared funds within fifteen (15) days of the end of the month in which the invoice is issued.
- 8.6 Unless otherwise agreed in writing between the parties, payment shall be made in pounds sterling (GBP) to the bank account nominated by the Supplier.
- 8.7 Where sums due are not paid in full by the due date, the Supplier may, without limiting its other rights, charge interest on such sums in accordance with the UK Late Payment of Commercial Debts (Interest) Act 1998 accruing on a daily basis until payment is made, after, as well as before, judgment. The Purchaser shall pay the interest together with the overdue amount.
- 8.8 The Supplier may set and vary credit limits from time to time and withhold all further supplies of the Goods and Services if the Purchaser exceeds such credit limit.
- 8.9 Failure by the Purchaser to make any payment in respect of the Goods and Services by the due date for payment in accordance with this Clause 8 shall entitle the Supplier to suspend further supplies of the Goods and further performance of the Services under the Contract or any other contract with the Purchaser, or to cancel any such contract with the Purchaser without penalty and without prejudice to any of the Supplier's rights.

## **9. INTELLECTUAL PROPERTY**

Nothing in the Contract shall operate to transfer to the Purchaser or to grant to the Purchaser any licence or other right to use any of the Supplier's intellectual property rights, save that the Purchaser may use the Supplier's intellectual property rights in the Goods and/or Services solely to the extent necessary to use the Goods and/or Services for the purpose for which they were supplied.

## **10. LIMITATION OF LIABILITY AND INDEMNITY**

- 10.1 This Clause 10 sets out the maximum liability of the Supplier in respect of the following (each being an **Event of Default**): (i) a breach by the Supplier of the Contract, including any wilful or deliberate breach of contract; and (ii) a tortious act or omission (including negligence), breach of statutory duty, or misrepresentation or misstatement, of the Supplier in connection with the Contract, and, subject to Clause 10.2, all other liability is excluded.
- 10.2 Nothing in these Terms shall exclude or limit the liability of the Supplier for:

- 10.2.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - 10.2.2 fraud or fraudulent misrepresentation; and
  - 10.2.3 any matter in respect of which it would be unlawful to exclude or restrict liability.
- 10.3 Subject to Clause 10.2, in no event shall the Supplier be liable, whether for breach of contract, any tortious act or omission (including negligence) or otherwise, under or in connection with the Contract for any Loss for which the Purchaser has assumed the risk under the Contract, loss of profit, loss of sales or business, revenue or goodwill, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, or for any consequential or indirect loss, and regardless of whether the loss or damage would arise in the ordinary course of events, is reasonably foreseeable, is in the contemplation of the parties, or otherwise.
- 10.4 Subject to Clause 10.2, the Supplier's total financial liability for an Event of Default shall not exceed an amount equal to the value of the Goods to which the Event of Default relates.
- 10.5 All warranties, conditions or terms not set out in the Contract and which would otherwise be implied or incorporated into the Contract by statute, common law or otherwise (other than as to statutory interest, and title to goods) are hereby excluded except to the extent they may not be excluded or limited by law. In particular the Supplier does not warrant that the Goods will be fit for a particular purpose.
- 10.6 The Purchaser shall only be entitled to bring a claim against the Supplier where the Purchaser issues legal proceedings against the Supplier within the period of six (6) months commencing on the date upon which the Purchaser ought reasonably to have known of its entitlement to bring a claim.
- 10.7 The price of the Goods and Services is determined on the basis of the exclusions from and limitations of liability contained in these Terms. The Purchaser accepts that these exclusions and limitations are reasonable because of (amongst other matters) the likelihood that otherwise the amount of damages awardable to the Purchaser for an Event of Default of the Supplier may be disproportionately greater than the price of the Goods and Services.

## 11. TERMINATION

- 11.1 The Supplier shall be entitled to terminate the Contract immediately without liability to the Purchaser by giving notice in writing to the Purchaser at any time if:
- 11.1.1 the Purchaser repeatedly breaches any of these Terms so as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these Terms;
  - 11.1.2 the Purchaser suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
  - 11.1.3 the Purchaser fails to pay any amount due under the Contract on or before the due date for payment; or
  - 11.1.4 there is a change of control of the Purchaser (other than an intra-group reorganisation that does not result in any change in the ultimate holding company).
- 11.2 Either party may terminate the Contract immediately without liability to the other party by giving notice in writing to the other party at any time if:
- 11.2.1 the other party commits a material breach of these Terms which cannot be remedied;
  - 11.2.2 the other party commits a breach of these Terms which can be remedied, but the other party fails to do so within thirty (30) days; or
  - 11.2.3 an Insolvency Event occurs in relation to the other party.
- 11.3 Termination of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 11.4 On termination of the Contract the Purchaser shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied and Services performed but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Purchaser immediately on receipt.

## 12. FORCE MAJEURE

- 12.1 Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such failure or delay results from events, circumstances or causes beyond its reasonable control (**Force Majeure Event**). The time for performance of such obligations shall be extended accordingly.
- 12.2 If the Force Majeure Event prevents, hinders or delays the affected party's performance of its obligations for a continuous period of more than sixty (60) days either party may terminate the Contract by giving notice in writing to the other party.

## 13. CONFIDENTIALITY

- 13.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by Clause 13.2.
- 13.2 Each party may disclose the other party's confidential information:
- 13.2.1 to its employees, officers, representatives, advisers, or members of the Purchaser Group or Supplier Group who have a need to know the confidential 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 or advisers to whom it discloses the other party's confidential information comply with this Clause 13; and
- 13.2.2 as may be required by Applicable Laws, a court of competent jurisdiction or any governmental or regulatory authority.
- 13.3 The Purchaser shall not make any announcement or publicity statement relating to any company in the Supplier Group, the Contract or its subject matter, or the relationship between the parties, without the prior written approval of the Supplier, except as required by law or by any legal or regulatory authority.
- 14. SANCTIONS**
- If the Purchaser or the Contract or the Goods and/or Services becomes the subject of financial, economic or trade sanctions or if the Supplier would otherwise be in breach of Applicable Laws if the Supplier continued to perform its obligations under the Contract, the Supplier may (without liability) suspend the supply of the Goods and performance of the Services and/or terminate the Contract and any Orders immediately by notice.
- 15. ASSIGNMENT AND OTHER DEALINGS**
- 15.1 The Purchaser shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the written consent of the Supplier.
- 15.2 The Supplier shall be entitled to exercise its rights or perform any of its obligations (in whole or in part) through any company in the Supplier Group, and/or transfer its rights and obligations under the Contract (in whole or part) to any third party on giving notice in writing to the Purchaser.
- 16. RIGHTS OF THIRD PARTIES**
- 16.1 No third party except for any permitted successor or assignee of a party to the Contract has any rights to enforce any term of the Contract.
- 16.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Contract are not subject to the consent of any other person.
- 17. NOTICES**
- 17.1 Any notice to be given by either party to the other under the Contract shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may have been notified for these purposes. Notices shall be delivered personally, sent by prepaid recorded, Special Delivery (or equivalent tracked service) or first class post (or in the case of overseas post, by airmail) and a copy of the notice must also be sent by email to the email address of the other party's primary contact for the purposes of the Contract. Notices which are sent by email only shall not be valid.
- 17.2 A notice is deemed to have been received if delivered by hand, at the time of delivery, if sent by prepaid recorded, Special Delivery (or equivalent tracked service) or first class post, on the second Business Day after posting and if sent by prepaid air mail post, on the fifth Business Day from the date of posting.
- 18. GENERAL**
- 18.1 **Rights and Remedies:** The rights and remedies provided under these Terms are cumulative and (unless otherwise provided in the Contract) are in addition to, and not exclusive of, any rights or remedies provided by these Terms, by law or otherwise.
- 18.2 **Waiver:** No failure, delay or omission by either party in exercising any right or remedy provided by law or under these Terms shall operate as a waiver of that right or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided by law or under these Terms shall prevent any future exercise of it or the exercise of any other right or remedy.
- 18.3 **No Partnership:** Nothing in the Contract shall be construed as establishing or implying any partnership of any kind between the parties to the Contract or shall constitute a party to the Contract an agent, fiduciary or employee of the other party.
- 18.4 **Entire Agreement:** The Contract constitutes the entire agreement between the parties and extinguishes all previous agreements, arrangements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter, except that this Clause 18.4 does not affect the liability of either party for fraud or fraudulent misrepresentation.
- 18.5 **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 Clause shall not affect the validity and enforceability of the rest of the Contract.
- 18.6 **Survival:** Any termination or the expiry of the Contract shall not affect the coming into force or the continuance in force of any provision which is intended to come into or continue in force on or after such termination or expiry.
- 18.7 **Language:** The language of the Contract is English. All documents, notices, waivers, variations and other written communications relating to the Contract shall be in English. If the Contract and any document relating to it is translated into any language other than English, the English language version shall prevail.

**19. GOVERNING LAW AND JURISDICTION**

19.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of, or in connection with, it, its subject matter or formation shall be governed by, and construed in accordance with, the law of England and Wales. The United Nations Convention on the International Sale of Goods (CISG) shall not apply to the Contract.

19.2 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.