

General Terms and Conditions of Sale of Menzel Great Britain Ltd, London

I. Interpretation

1. In these Conditions, the following definitions apply:

"Affiliate": means with respect to a party, any person, corporation, firm, joint venture or other entity, which directly or indirectly (whether or not through intermediaries) Controls, is Controlled by, or is under common Control with such party.

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 given in Article II (2).

"Contract": means the contract between the Supplier and the Purchaser for the purchase and sale of the Goods and/or Services in accordance with these Conditions.

"Control": means the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise and Controls and Controlled shall be construed accordingly.

"Data Protection Laws" means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

"Deliverables": the deliverables as set out in the Order produced by the Supplier for the Customer.

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

"Goods Specification": any specification for the Goods, including any relevant plans or drawings, that is agreed in writing between the Supplier and the Purchaser as set out in the Order or otherwise.

"Incoterms": means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made which shall be incorporated into these Conditions.

"Intellectual Property Rights": means all intellectual and industrial property rights of any kind whatsoever that relate to the Goods and/or Services including the patents and any other relevant patents, supplementary protection certificates, rights in know-how, registered trade marks, registered designs, models, unregistered design rights, unregistered trade marks, rights to prevent passing off or unfair competition and copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights, any rights in any invention, discovery or process, and applications for and rights to apply for any of the foregoing in each case in the United Kingdom and all other countries in the world and together with all renewals, extensions, continuations, divisions, reissues, re-examinations and substitutions or such rights or applications whether vested, contingent or future, in relation to the Goods and/or Services to which the Supplier (or one of its Affiliates) is entitled or may be entitled and wherever existing;

"Materials": has the meaning given in Article II (3).

"Order": means an order for the Goods and/or Services placed by you and accepted by us.

"Purchaser": means the person or firm who purchases the Goods and/or Services from the Supplier.

"Services": the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification.

"Service Specification": the description or specification for the Services provided in writing by the Supplier to the Customer as set out in the Order or otherwise.

"Supplier"/"we"/"us" means Menzel Great Britain Ltd (Company number 07073067) with its registered office address at Hays Galleria, 1 Hays Lane, London, SE1 2RD.

"Retained Goods": has the meaning given in Article IV(2).

II. General

1. The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
2. The Order shall only be deemed to be accepted if confirmed by the Supplier in writing at which point and on which date the Contract shall come into existence ("Commencement Date").
3. The Supplier reserves any rights in and to the Intellectual Property Rights and/or copyrights relating to its cost estimates, drawings, samples, descriptive matter and other documents (hereinafter referred to as "Materials"). The Materials shall not be made accessible to any third parties without the Supplier's prior written consent and shall, upon request, be immediately destroyed or returned to the Supplier if the contract is not entered into by the Supplier and the Purchaser. For the avoidance of doubt, any Materials issued by the Supplier and any illustrations and/or descriptions of the Services contained in the Supplier's marketing and advertising materials 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 nor have any contractual force.
4. The Purchaser shall have the non-exclusive right to use the standard software provided to it by the Supplier, provided that it remains unchanged, is used within the agreed performance parameters, and on the agreed equipment. The Purchaser may make one back-up copy without express agreement which shall be returned and/or destroyed at the request of the Supplier.
5. Any quotation given by the Supplier shall not constitute an offer.

6. These Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
7. 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 law, trade custom, practice or course of dealing.
8. We may make changes to these Conditions at any time which shall apply to all Orders accepted after the date of the change.
9. In the event of any conflict between this Contract and any supply agreement or other agreement entered into between the Supplier and the Purchaser, such supply agreement and/or other agreement shall prevail over this Contract.

III. Place of performance; Prices and Terms of Payment

1. Place of performance and place of settlement shall be the Supplier's registered office in any case and regardless of whether and at whose expense the Goods are shipped.
2. If the Supplier is also responsible for assembly or erection of the Goods and/or the provision of any other Services then unless otherwise agreed in advance, the Purchaser shall pay the agreed remuneration and any incidental costs sustained or incurred in connection with such Services, such as travel costs, costs for the transport of tools and equipment, and personal luggage as well as allowances.
3. The price for the Goods and/or Services shall be the price detailed on the Order or, if no price is detailed on the Order, the price of the Goods and/or Services calculated in accordance with the Supplier's price list in force as at the date of the Order.
4. We reserve the right by giving notice before delivery or supply to increase the price of the Goods and/or Services to reflect any increase in costs to us.
5. Unless otherwise agreed in writing between us, the Goods shall be delivered ex-works at such location as agreed by the parties in writing and accordingly prices quoted by us include delivery to the agreed location but are exclusive of all costs and charges of packaging, handling, storage, insurance, transport and all other costs incurred by us in relation to the Goods and their delivery and any duties or levies of any kind and any applicable value added sales tax, unless otherwise stated.
6. In respect of Goods, the Supplier shall invoice the Purchaser on or at any time after completion of delivery. In respect of the Services, the Supplier shall invoice the Purchaser on completion of the Services.
7. Payments for the Goods and/or Services shall be made within thirty (30) days from the date of invoice unless otherwise agreed in writing, and is due without deduction or set-off.
8. Payments shall be made in England in pounds sterling (£) or such currency as is agreed in writing by us and payment shall be made by means of electronic transfer in immediately available funds to such bank account as we may direct from time to time. Time for payment shall be of the essence of the Contract.
9. If you fail to pay any amount when due then, without prejudice to our other rights and remedies, we may charge interest on overdue sums at the rate of eight percent (8%) per annum above the Bank of England's base rate from time to time from the due date to the date of payment, before and after judgement; and/or we shall be entitled to immediately suspend all orders and deliveries of the Goods and/or the provision of the Services to you under any Contract until all outstanding amounts have been received by us.
10. If there is any conflict between Incoterms and the Contract, the terms of the Contract prevail.
11. You shall be responsible for complying with all legislation and/or regulations governing the importation of the Goods into the country of destination and for the payment of any duties and levies in respect of the Goods.

IV. Retention of Title

1. The Goods shall remain the property of the Supplier ("Retained Goods") until the earlier of:
 - a. the receipt by the Supplier of the full price for the Goods together with the full price of any other goods you have contracted to purchase from us, in which case title to the Goods shall pass at the time of receipt of payment of all such sums by the Supplier; and
 - b. the resale by the Purchaser of the Goods, in which case title to the Goods shall pass to the Purchaser at the time specified in Article IV (4)(a).
2. For the duration of the retention of title, the Purchaser may not pledge the Retained Goods or use them as security, and resale shall only be made to resellers in the ordinary course of their business and only on condition that the reseller receives payment from its customer or makes the transfer of property to the customer dependent upon the customer having made payment.
3. Until ownership of the Goods passes to you, you must store them in a manner which makes them readily identifiable as our goods, maintain the Goods in a satisfactory condition and keep them insured on our behalf for their full price against all risks and hold the proceeds of insurance referred to in this Article IV(3) on trust for us and not mix them with any other money, nor pay the proceeds into an overdrawn account.
4. If the Purchaser resells the Retained Goods before payment for them has been made:
 - a. that part of the proceeds of sale which represents or is equivalent to the amount owed by you to us shall be held by you upon trust for us and we shall be entitled to trace the proceeds of any such sale(s) into such bank account (or wherever such proceeds may in fact be located); and
 - b. the Purchaser immediately assigns by way of security to the Supplier any claims from the resale to its customers, together with all accessory rights – including any payment balance requests – without the requirement to issue any further declarations. If the Retained Goods are resold together with other items without a

single price being agreed for the Retained Goods, the Purchaser shall assign to the Supplier that part of the total price requested, that corresponds to the Retained Good's price as invoiced by the Supplier;

5. Assuming a justified interest is substantiated, the Purchaser shall disclose any information, and hand over any document, to the Supplier that the latter requires in order to enforce its claims against the customer.
6. Until revoked, the Purchaser is entitled to collect any relinquished claims arising from the resale. Upon notice in writing by the Supplier, the Supplier may disclose the assignment by way of security, make direct use of the assigned claims, and demand that the Purchaser disclose the assignment by way of security vis-à-vis its customers.
7. Upon prior agreement in writing by the Supplier, the Purchaser shall be entitled to process the Retained Goods or mix or combine them with other items ("Modified Items"). The Purchaser shall store the Modified Items for the Supplier with all reasonable due care and diligence. and such Modified Items item shall be deemed to be Retained Goods.
8. If the Retained Goods are modified or mixed with other objects that do not belong to the Supplier ("New Items"), the Supplier shall be awarded co-ownership in the New Items at the proportionate amount which results from the ratio of the value of the modified or mixed Retained Goods to the value of the remaining goods at the date of performing any processing activities. To the extent that the Purchaser acquires sole ownership in the New Items, the Supplier and Purchaser agree that the Purchaser shall grant co-ownership of the New Items created through processing, in proportion to the ratio between the value of the processed Retained Goods and the other processed goods at the time of the processing.
9. In the event that the New Items are sold, the Purchaser hereby immediately assigns its claim arising out of the resale vis-à-vis the customer including all secondary rights as security to the Supplier and such assignment only applies up to the value of the amount corresponding to the value of processed, or mixed Retained Goods that were invoiced by the Supplier. The share of the claims assigned to the Supplier shall be satisfied with priority. The provisions of this Article IV(8) shall apply, mutatis mutandis, in regard to the collection right and in regard to the condition of its revocation.
10. If the Purchaser combines Retained Goods with real estate or movable objects, then the Purchaser will also immediately assign any claim, which has been awarded to it as remuneration for such a combination, to the Supplier as a security with all accessory rights and in ratio to the value of the combined Retained Goods to the remaining combined goods at the time of combination.
11. The Purchaser shall immediately inform the Supplier of any seizure or other acts of injunction by third parties in relation to the Retained Goods.
12. If the Purchaser fails to fulfil any of its obligations in accordance with these Conditions Supplier shall be entitled to terminate the Contract and require the Purchaser to deliver up all Retained Goods, Modified Items and New Items in its possession which have not been resold, or irrevocably incorporated into another product.

V. Delivery, Performance and Acceptance

1. Delivery of the Goods shall be made by the Supplier delivering the Goods in accordance with Article III(5) of these Conditions.
2. The Supplier shall use reasonable endeavours to comply with the delivery schedule agreed from time to time. Any dates quoted for delivery of the Goods are approximate only and are conditional on the Supplier and the Purchaser entering into the Contract and the Supplier receiving all necessary permits and releases within five (5) days from the date of the Order. The time of delivery 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 Purchaser's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
3. If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Purchaser 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 or the Purchaser'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. The Supplier shall have no liability for any failure in delivering the Goods to the extent that such failure is caused by your or your agents or sub-contractors' acts or omissions or failure to comply with the obligations under the Contract.
5. Where Goods are supplied by instalments, each instalment is a separate contract. Failure by us to deliver or perform any instalment will not entitle you to treat the Contract as a whole as repudiated.
6. We will not be in breach of our obligations if we supply ten percent (10%) more or less than the quantity of Goods set out in the Order if the Order is for fungible goods.
7. If you fail to take or accept delivery or fail to give us adequate delivery or performance instructions then we may charge you all costs incurred as a result including all storage costs.
8. If you validly reject Goods in accordance with these Conditions or there is a shortage (subject to Article V(6)) then provided you have provided adequate supporting evidence, we shall at our sole discretion either refund, replace or repair such Goods or reimburse you for any shortages by way of credit notes. Once we have complied with this obligation, subject to Article XI(4) we shall have no further liability to you in respect of the rejected Goods or any shortages, damage or defects.
9. If dispatch or shipment is delayed at the Purchaser's request by more than one month after notice of the delivery schedule for delivery was given, the Purchaser may be charged, for every month commenced, storage costs of a minimum of 0.5% of the

total price of the items set out in the Order, and in any event, no more than 5% of the total price of the items set out in the Order.

VI. Transfer of Risk

1. The risk in the Goods shall pass to the Purchaser on delivery.

VII. Supply of Services

1. The Supplier shall supply the Services to the Purchaser in accordance with the Service Specification in all material respects.
2. The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order and/or other such documentation relating to an Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
3. The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
4. The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

VIII. Receipt of Goods

The Purchaser may not refuse acceptance of deliveries due to minor defects and any such defects shall be reported to the Supplier in accordance with Article V(8).

IX. Defects

1. The Purchaser shall visually inspect each lot of Goods promptly on receipt and immediately inform the Supplier in writing of any defects or issues, stating the reasons as well as the invoice, delivery note, Order and lot numbers (if any). Visible defects must be notified to the Supplier immediately upon becoming aware, and in any event, within five (5) Business Days from receipt of the relevant Goods by the Purchaser at its designated delivery location.
2. Notwithstanding Article IX (1), the Supplier shall remain liable to the Purchaser (to the extent provided in Article IX (4)) for any latent defect subsequently discovered in an Order provided that Purchaser informs the Supplier by notice in writing of such defect (together with the relevant invoice, Order and lot numbers if any) and rejection of the relevant delivery no later than five (5) days from the date of discovery of such latent defect. For the avoidance of doubt, the Supplier shall not be liable for defects arising from the Purchaser's or its agents' acts or omissions including failure to store, handle and receive the Goods properly.
3. In the event of a disagreement between the Supplier and the Purchaser regarding whether the Goods are defective which the parties are unable to resolve within fourteen (14) days of receipt of notice by the Supplier pursuant to Article IX (1) and (2), appropriate samples of the relevant Goods shall be submitted for analysis to an independent third party mutually agreed to by the Purchaser and the Supplier or in the event that they cannot agree within seven (7) days (each acting reasonably and in good faith) to an independent expert appointed by the Supplier. In any other case, the dispute shall be resolved in accordance with Article XVI(9). The determination of such expert shall be conclusive and binding on the parties. The cost of analysis shall be borne by the party whose view as to whether the relevant Goods are defective is found to be incorrect.
4. If the Supplier agrees that the Goods (or a part of the Goods) are defective or are to be found defective by an independent expert under Article IX(3), the Goods (or any such part of the Goods) may, at the discretion of the Supplier, be returned, repaired, replaced or provided again at no extra cost to the Purchaser. To the extent that any defect or non-conformity is attributable to any act or omission of any person other than the Supplier or its agents including but not limited to the improper handling or use and/or failure to store, handle and receive the Goods in accordance with the terms of these Conditions and/or any instructions given by or on behalf of the Supplier, the Purchaser shall immediately reimburse the Supplier for the cost of return or disposal of the defective Goods and the cost of any replacement Goods provided including all shipping, taxes and associated costs.
5. If supplementary performance is unsuccessful, the Purchaser shall be entitled to withdraw from the contract or upon agreement in writing by the Supplier, reduce the remuneration in relation to such defective Goods.
6. The Supplier shall not be liable for the Goods' failure to comply with the Goods Specification if:
 - a. the Purchaser makes any further use of such Goods after giving a notice in accordance with Article IX(1);
 - b. the defect arises as a result of insignificant deviations from the agreed quality, of only minor impairment of usefulness, of natural wear and tear or damage arising after the transfer of risk from erroneous or negligent handling, excessive strain, unsuitable equipment, defective building work, inappropriate foundation soil or from particular external influences not assumed under the contract, as well as from non-reproducible software errors; and
 - c. the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.Claims based on defects attributable to improper modifications or any kind of work carried out by the Purchaser or third parties and the consequences thereof shall be likewise excluded.
7. The Supplier shall be exempt from any liability for defects whenever the Purchaser undertook unauthorised modifications of the Goods (e.g. attempted repairs) or ordered

third parties to undertake such modifications without obtaining the Supplier's prior written consent.

8. Place of performance for rectification of defects is principally the Supplier's place of business. The costs for transporting the Goods to the Supplier's place of business for the purpose of having defects rectified shall be borne by the Purchaser. If transportation of the Goods to the Supplier's place of business would expose the Purchaser to unreasonable hardship, at the sole discretion of the Supplier, the rectification of defects may also be undertaken at the present location of the Goods, upon the Purchaser's specific written request, with the Supplier's agreement in writing. In this case, the Purchaser shall reimburse the Supplier for any costs incurred generated in such situation (specifically transportation, travel, labour and material costs). The Supplier may request for a reasonable advance on the anticipated costs be paid.

9. If, in addition to delivery, the installation of the Goods by the Supplier is also subject to these Conditions, then the rectification of defects shall be undertaken at the place where the Supplier installed the Goods.

10. In no event shall the Supplier be liable for costs arising from the Purchaser permanently installing any Goods, necessitating de-installation and/or structural work to allow shipment of the Goods for the rectification of defects or the installation of a replacement. If in such a case the Purchaser requests that the rectification of defects shall be undertaken at the site of the Goods, the Purchaser shall reimburse the Supplier for any extra costs incurred.

11. If any Goods are delivered and contain temperature sensors (e.g. PT100, PTC, KTY or similar temperature sensors), the Purchaser shall ensure these are connected for the protection of the Goods in accordance with the operating manual, and to monitor the device according to applicable temperature classes, and to ensure that the delivered Goods are switched off (if necessary) whenever it threatens to overheat. If the Purchaser fails to do so, the Supplier's liability in respect of any damage shall be limited to the damage that would have occurred even if the operating temperature had been properly monitored and the device had been switched off before it overheated.

12. The Purchaser shall have no claims with respect to expenses incurred in the course of supplementary performance, including costs of travel and transport, labour, and material, to the extent that expenses are increased due to the Goods being subsequently brought to another location than the Purchaser's branch office, unless doing so complies with the intended use of the Goods.

13. The Purchaser's right of recourse against the Supplier is limited to cases where the Purchaser has not concluded an agreement with its customers exceeding the scope of the statutory provisions governing claims based on Defects. Moreover, No. 8 above shall apply mutatis mutandis to the scope of the right of recourse the Purchaser has against the Supplier

X. Obligations of the Purchaser

1. The Purchaser shall:

- a. ensure that the terms of the Order and any information it provides in the Service Specification and/or the Goods Specification are complete and accurate;
- b. co-operate with the Supplier in all matters relating to the Services;
- c. provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Purchaser's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- d. provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- e. prepare the Purchaser's premises for the supply of the Goods and/or Services;
- f. obtain and maintain all necessary licences, permissions and consents which may be required for the Goods and/or Services before the date on which the Goods and/or Services are to be delivered;
- g. comply with all applicable laws, including health and safety laws;
- h. keep all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Purchaser's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
- i. comply with any additional obligations as set out in the Service Specification and the Goods Specification.

2. If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Purchaser or failure by the Purchaser to perform any relevant obligation (Purchaser Default):

- a. without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Purchaser remedies the Purchaser Default, and to rely on the Purchaser Default to relieve it from the performance of any of its obligations in each case to the extent the Purchaser Default prevents or delays the Supplier's performance of any of its obligations;
- b. the Supplier shall not be liable for any costs or losses sustained or incurred by the Purchaser arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this Article X(2)(a); and
- c. the Purchaser shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Purchaser Default.

XI. Warranty and Limitation of Liability. YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION

1. Subject to Article XI(4), and except as expressly provided in these Conditions and to the fullest extent permitted by law, the Supplier makes no representation or warranties of any kind with respect to the Goods and/or the Goods Specification, express or implied, written or oral, including any implied warranty of merchantability, suitability or fitness for a particular purpose and all warranties, representations and conditions implied by law are excluded to the maximum extent permissible.

2. The Supplier shall not be liable for any failure of the Goods to the extent that:

- a. such failure arises by reason of fair wear and tear, or the wilful damage or negligence of any third party (but excluding our negligence or that of our subcontractors); and/or
- b. to the extent caused by your failure to comply with our instructions as to storage, installation, commissioning, use or maintenance of the Goods, or your failure to comply with good practice in relation to the storage, installation, commissioning, use or maintenance of the Goods; and/or
- c. where you, or someone on your behalf repairs or alters any Goods without our prior written agreement.

3. The Supplier shall not be liable or responsible for any failure to perform or delay in performance of a Contract due to events outside our reasonable control.

4. For the avoidance of doubt the limitations and exclusions set out in these Conditions do not apply to;

- a. death or personal injury caused by our or our employees, agents or subcontractors' negligence; and/or
- b. breach of the terms implied by s 12 of the Sale of Goods Act 1979 and by s 2 of the Supply of Goods and Services Act 1982; and/or
- c. defective Goods under the Consumer Protection Act 1987; and/or
- d. fraud or fraudulent misrepresentation.

5. Subject to Article XI(4), the total liability of the Supplier to the Customer under or in connection with the Contract and the Goods and/or Services howsoever arising (whether under tort including (negligence), breach of contract, statute, restitution under any indemnity or otherwise) shall not exceed the price as set out in the Order in respect of the Contract.

6. Subject to Article XI(4), we shall not be liable to you for any loss of profit, loss of business, depletion of goodwill or any indirect or consequential loss, damage, costs or expenses whatsoever.

7. Any claims made in relation to the Goods and/or Services shall be made during the period of twelve (12) months from the date of delivery of the Goods and/or Services.

XII. Intellectual Property Rights and Copyright

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 Purchaser) shall be owned by the Supplier.

2. The Supplier grants to the Purchaser, or shall procure the direct grant to the Purchaser of, a fully paid-up, worldwide, non-exclusive, royalty-free to use the Deliverables (excluding materials provided by the Purchaser) for the purpose of receiving and using the Services and the Deliverables in its business.

3. The Purchaser shall not sub-license, assign or otherwise transfer the rights granted by Article XII(2).

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

XIII. Termination

1. The Supplier may terminate the Contract at any time upon written notice to you if:

- a. you commit a material breach, or series of breaches resulting in a material breach of the Contract and such breach is not remediable or if capable of remedy is not remedied within 10 days of written notice to do so;
- b. you become insolvent or suspend or threaten to suspend payment of debts, or you are unable to pay the debts as they fall due;
- c. a receiver or administrative receiver may be or is appointed in relation to you or any assets belonging to you; or
- d. you are the subject of a change of Control.

XIV. Consequences of Termination

1. On termination of the Contract for any reason you will immediately pay to us all invoices from us that are outstanding and not disputed in good faith.

2. Termination of the Contract, however rising, shall not affect either party's rights, remedies, obligations and liabilities that have accrued as at termination.

3. Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

XV. Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a Force Majeure Event).

XVI. Confidential Information

Each party acknowledges that by reason of its relationship with the other as set forth in this Contract, each party shall have access to certain information and materials

concerning the other's business, plans, finances, customers, technology and Goods that are confidential and of substantial value, which value would be impaired if such information were disclosed to third parties. Each party therefore agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by the other party. Each party shall take every reasonable precaution to protect the confidentiality of such information of the other party. Upon request by a party, the other party shall advise whether or not it considers any particular information or material to be confidential.

XVII. Data Protection

1. Each party acknowledges that, for the purposes of the Data Protection Laws, it is a controller in relation to the Shared Data and that it independently determines the purposes for which and the manner in which any Shared Data is processed. For the purposes of these Conditions, Personal Data has the meaning given to it under the Data Protection Laws and Shared Data means Personal Data in respect of which both the Supplier and the Purchaser are controllers under Data Protection Laws.

2. Each party shall:

- a. comply with its obligations under Data Protection Laws;
- b. to the extent permitted by Data Protection Laws, deal promptly and in good faith with all reasonable and relevant enquiries from the other Party relating to its processing of the Shared Data; and
- c. assist the other party to enable that party to comply with its obligations under Data Protection Laws.

3. Without limiting Article XVII (2) the Purchaser warrants, represents and undertakes that:

- a. it collected the Shared Data in accordance with Data Protection Laws; and
- b. it has the right to disclose the Shared Data to the Supplier.

4. Without limiting Article XVII (2), the Purchaser shall be responsible for notifying all data subjects of any information required to be provided under Data Protection Laws on behalf of both the Supplier and the Purchaser. The Purchaser shall comply with all requirements of Data Protection Laws and shall ensure that the privacy notices effectively address all data categories, processing purposes and legal grounds for processing as reasonably required by the Supplier.

5. Without limiting Article XVII (2), the Purchaser shall be responsible for obtaining consent from data subjects to whom the Shared Data relates, on behalf of both the Supplier and the Purchaser in connection with any purposes in relation to these Conditions, and any additional purposes as may be notified in writing by the Supplier from time to time.

XVI. Miscellaneous

1. Assignment and other dealings

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

2. Notices.

- a. Any notice 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 fax to its main fax number.
- b. Any notice shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - (ii) if sent by pre-paid first-class pos or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - (iii) if sent by fax, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Article XVI(2)(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 Article XVI(2) 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.
- d. A notice given under the Contract is not valid if sent by email.

3. 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 Article XVI(3) shall not affect the validity and enforceability of the rest of the Contract.

4. Waiver.

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

restrict the further exercise of that or any other right or remedy.

5. No partnership or agency.

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

6. Entire agreement.

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

7. Third party rights.

Any of our Affiliates may enforce this Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 but provided always that this Contract may be varied without the consent of any such Affiliate. Save as provided in this Article XVI(7) no one other than a party to this Contract shall have any right to enforce any of its terms.

8. Variation.

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

9. Governing law.

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

10. Jurisdiction.

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