

ENVAIR LIMITED t/a ENVAIR TECHNOLOGY

TERMS AND CONDITIONS

FOR THE SUPPLY OF GOODS AND SERVICES

1. Interpretation

1.1 Definitions:

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Business Hours	the period from 8am to 5pm on any Business Day.
Company	Envair Limited a company incorporated and registered in England and Wales with company number 05892537 whose registered office is at Unit B11 Heywood Distribution Park, Manchester, England, OL10 2TT.
Conditions	these terms and conditions as amended from time to time in accordance with condition 14.5.
Confirmation of Order	the written confirmation of Purchase Order issued by the Company.
Contract	the contract between the Company and the Customer for the supply of Goods or Services or Goods and Services in accordance with these Conditions.
Customer	the person or firm who purchases the Goods or Services or Goods and Services from the Company.
Force Majeure Event	an event, circumstance or cause beyond a party's reasonable control.
Goods	the goods (or any part of them) set out in the Purchase Order.
Purchase Order	the Customer's order placed in response to the Company's quotation for the supply of Goods or Services or Goods and Services and incorporating these Conditions.
Services	means any services provided under the Contract including in relation to the installation and servicing of the Goods.
Specification	any description or specification for the Goods (including any related plans and drawings) or Services, that is agreed in writing by the Customer and the Company.

1.2 Interpretation:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.

- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) 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.
- (e) A reference to writing or written excludes fax but not email.

2. Basis of contract

- 2.1 A Purchase Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Purchase Order and any applicable Specification are complete and accurate.
- 2.2 A Purchase Order shall only be deemed to be accepted when the Company issues a Confirmation of Order, at which point and on which date the Contract shall come into existence. The Customer is responsible for checking that all details in the Confirmation of Order are correct and promptly notifying the Company in writing of any errors. Acceptance of delivery of the Goods shall be deemed to be conclusive evidence of the Customer's acceptance of these Conditions.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Company's catalogues or brochures or on its website (including performance figures) are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 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. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions. 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 shall be described in the Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Company in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Specification. This condition 3.2 shall survive termination of the Contract.
- 3.3 Production of the Goods will not commence until such time as the Customer has signed off the agreed design (General Arrangement). The Company will consider any request for amendment to the Specification made in writing by the Customer prior to the General Arrangement being signed off (Design Freeze Point) and will notify the Customer if such amendment is possible and of any other changes to the Contract (including in price, delivery

etc.) which such amendment will necessitate. In these circumstances the Specification will only be amended once the Customer has confirmed it is happy to proceed.

- 3.4 The Company reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and the Company shall notify the Customer in any such event and provide a new quotation if appropriate.

4. Delivery of Goods

- 4.1 The Company shall deliver the Goods to the location set out in the Purchase Order or such other location as the parties may agree in writing (Delivery Location) at any time after the Company notifies the Customer that the Goods are ready.
- 4.2 Delivery is completed on the completion of unloading and installation (if applicable) of the Goods at the Delivery Location and the Customer will provide, at its expense, at the Delivery Location adequate and appropriate equipment and manual labour for unloading and installing the Goods as notified to it by the Company.
- 4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Goods or failure to deliver the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If the Company fails to deliver the Goods within a reasonable period, its liability shall be limited to issuing a credit note against any invoice raised for any Goods not delivered.
- 4.5 If the Customer fails to accept delivery of the Goods within three Business Days of the Company notifying the Customer that the Goods are ready, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licenses or authorisations:
- (a) risk in the Goods shall pass to the Customer;
 - (b) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which delivery was first attempted; and
 - (c) the Company
 - (i) shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including without limitation, storage and insurance); or
 - (ii) may resell or otherwise dispose of part or all of the Goods if the Customer has not made arrangements to accept delivery within ten Business Days of the day on which the Company notified the Customer that the Goods were ready.
- 4.6 The quantity of any consignment of Goods as recorded by the Company upon a despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.
- 4.7 The Company may deliver 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. The failure of the

Customer to pay for any one or more of the instalments of the Goods and/or Services on the date in which they are due shall entitle the Company to:

- (a) suspend further deliveries of the Goods and/or Services pending payment by the Customer without notice;
- (b) treat the Contract as repudiated by the Customer.

5. Inspection and testing

- 5.1 Where specifically provided for in the Contract the Company will endeavour to ensure that the Customer is able at all reasonable times and on giving reasonable notice to the Company to inspect the Goods both during their manufacture and on completion and the Company will notify the Customer in writing when it will be ready to conduct any test to which the Goods are required by the Contract to be put to by the Company.
- 5.2 Following installation, the Company's field services team shall be permitted by the Customer, (at a time and date to be agreed by the parties) to attend the Customer's premises to undertake an installation qualification/operational qualification tests.
- 5.3 The Customer will pay to the Company, on a full indemnity basis, the costs of any inspection or test required by the Customer but not provided for in the Contract.

6. Quality of Goods

- 6.1 The Company warrants that on delivery, and for a period of 12 months from the date of delivery (Warranty Period), the Goods shall:
 - (a) conform in all material respects with the Specification; and
 - (b) be free from material defects in design, material and workmanship.
- 6.2 Subject to condition 6.3, if:
 - (a) the Customer gives notice in writing to the Company, during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in condition 6.1;
 - (b) the Company is given a reasonable opportunity of examining such Goods; and
 - (c) the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Customer's cost,the Company shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 6.3 The Company shall not be liable for the Goods' failure to comply with the warranty set out in condition 6.1 if:
 - (a) the Customer makes any further use of such Goods after giving notice in accordance with condition 6.2;
 - (b) the defect arises as a result of:
 - (i) the Customer failing to follow the Company's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;

- (ii) the Customer altering or repairing such Goods without the written consent of the Company;
 - (iii) the Company following any drawing, design or specification supplied by the Customer;
 - (iv) fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
 - (v) any item of plant, machinery, hardware or software not supplied by the Company being used by the Customer in conjunction with the Goods
- (c) the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 6.4 Except as provided in this condition 6, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in condition 6.1.
- 6.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 6.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Company.

7. Title and risk

- 7.1 The risk in the Goods shall pass to the Customer on completion of delivery or installation (if applicable).
- 7.2 Title to the Goods shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Goods unless in circumstances agreed by the parties in which payment for Goods is received before manufacture is completed, in which case title remains with the Company until delivery and/or installation is completed.
- 7.3 Until title to the Goods has passed to the Customer, the Customer shall:
- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - (d) notify the Company immediately if it becomes subject to any of the events listed in condition 13.1(a)(ii) to condition 13.1(a)(iii); and
 - (e) give the Company such information as the Company may reasonably require from time to time relating to:
 - (i) the Goods; and
 - (ii) the ongoing financial position of the Customer.

8. Supply of Services

- 8.1 The Company warrants to the Customer that the Services will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the written instructions agreed with the Customer.
- 8.2 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in the Contract, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 8.3 The Company reserves the right to amend any Specification relating to the Services 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 Company shall notify the Customer in any such event.

9. Customer's obligations

- 9.1 The Customer shall:
- (a) ensure that the terms of the Purchase Order and any information it provides in the Specification are complete and accurate;
 - (b) co-operate with the Company in all matters relating to the Services;
 - (c) provide the Company, its employees, agents, consultants and subcontractors, with access to the Customer's premises (including, where relevant, temporary roadways to the site and on the site from the point of entry to the point of installation), office accommodation and other facilities as reasonably required by the Company to provide the Services (including Site Work referred to in condition 9.2);
 - (d) provide the Company with such information and materials as the Company 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 Customer'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 Services before the date on which the Services are to start and comply with all applicable laws, including health and safety laws;
 - (g) keep all materials, equipment, documents and other property of the Company (Company Materials) at the Customer's premises in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation.
- 9.2 Where the Contract includes the cost of installing or commissioning part or all of the Goods (Site Work) or the Company has contracted separately for Site Work and work of attendant trades (including, without limitation, builders, electricians, plumbers, joiners, masons, excavators, scaffolding contractors) is required in connection with the Site Work, the engagement of such attendant trades shall be the responsibility of the Customer and the Customer shall ensure that the Company's progress is not impeded by delay in the Customer obtaining such other trade services at proper times.

- 9.3 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- (a) without limiting or affecting any other right or remedy available to it, the Company shall 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 in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
 - (b) the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 9.2; and
 - (c) the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.

10. Charges and payment

- 10.1 The price of the Goods or Services shall be the price set out in the Confirmation of Order, or, if no price is quoted, the price set out in the Company's published price list in force as at the date of delivery.
- 10.2 The Company may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond the Company's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) any request by the Customer to change the delivery date(s), quantities or types of Goods or Services ordered, or the Specification; or
 - (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Company adequate or accurate information or instructions.
- 10.3 The price of the Goods:
- (a) excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Company at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 10.4 The Company may
- (a) charge a non-refundable deposit payable with the Customer's Purchase Order;
 - (b) charge for 50% of the price of the Goods if the Customer seeks to cancel the Contract within 30 days of the scheduled date of delivery;
 - (c) invoice the Customer for the Goods on or at any time after the completion of delivery.
- 10.5 The Customer shall pay each invoice submitted by the Company:

- (a) within 30 days of the date of the invoice or in accordance with any credit terms agreed by the Company and confirmed in writing to the Customer; and
 - (b) in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.
- 10.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 10.7 If the Customer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under condition 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this condition 10.7 will accrue each day a either:-
- (a) 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%; or
 - (b) At the Company's option, in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.
- 10.8 By entering into the Contract the Customer agrees that any rules relating to or providing for fixed costs or any other such provisions seeking to limit any litigation, enforcement and recovery costs, fees and expenses incurred whether contained in the Civil Procedure Rules or elsewhere are specifically excluded and shall not apply to the Customer's liability for any costs under these Conditions.

11. Export Terms

- 11.1 Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provision of Incoterms 2020 (Incoterms) shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these Conditions, the latter shall prevail.
- 11.2 Where the Goods are supplied for export from the United Kingdom, the provisions of this condition 11 shall (subject to any special terms agreed in writing between the Customer and the Company) apply notwithstanding any other provision of these Conditions.
- 11.3 The Company shall be responsible for the arranging of shipment through the use of a nominated freight handler. A commercial invoice and export license (if so required) shall be provided to the Customer. Unless otherwise agreed in writing between the Customer and the Company, the Goods shall be delivered fob to the air or seaport of shipment and the Company shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.
- 11.4 The Customer shall be responsible for
- (a) arranging for testing and inspection of the Goods at the Company's premises before shipment. The Company shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection, and which are made after shipment, or in respect of any damage during transit;
 - (b) complying with any legislation or regulations governing the importation of the Goods to the country of destination and for the payment of any duties payable on them.

12. Limitation of liability

- 12.1 The limits and exclusions in this condition reflect the insurance cover the Company has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.
- 12.2 References to liability in this condition 11 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.3 Nothing in the Contract limits any liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (d) defective products under the Consumer Protection Act 1987; or
 - (e) any liability that legally cannot be limited.
- 12.4 Subject to condition 12.3,
- (a) the Company's total liability to the Customer shall not exceed the sum paid by the Customer in relation to the Contract.
 - (b) the following types of loss are wholly excluded:
 - (i) loss of profits;
 - (ii) loss of sales or business;
 - (iii) loss of agreements or contracts;
 - (iv) loss of anticipated savings;
 - (v) loss of use or corruption of software, data or information;
 - (vi) loss of or damage to goodwill; and
 - (vii) indirect or consequential loss.
- 12.5 This condition 11 shall survive termination of the Contract.

13. Termination

- 13.1 Without limiting its other rights or remedies,
- (a) either party may terminate this Contract with immediate effect by giving written notice to the other if:
 - (i) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;
 - (ii) the other takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent

restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- (iii) the other suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or it's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- (b) the Company may suspend provision of the Goods under the Contract or any other contract between the Customer and the Company if the Customer becomes subject to any of the events listed in condition 13.1(a)(ii) to condition 13.1(a)(iii), or the Company reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- (c) the Company may terminate the Contract
 - (i) if performance by the Company of its obligations under the Contract shall be hindered or prevented by industrial dispute, accident, breakdown of machinery, shortage of materials, export or import restrictions or any other cause whatsoever beyond the reasonable control of the Company.
 - (ii) with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

13.2 On termination of the Contract:

- (a) the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Goods and Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return any Goods which have not been fully paid for. If the Customer fails to do so, then the Company 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.

13.3 Termination of the Contract shall not affect any rights, remedies, obligations and 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.

13.4 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

14. General

14.1 Force Majeure 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 delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for a continuous period in excess of 30 days, the party not affected may terminate the Contract by giving 10 days written notice to the affected party.

14.2 Assignment and other dealings.

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

14.3 Intellectual Property.

- (a) Unless otherwise agreed in writing all intellectual property rights in relation to the Goods or Services and their method of manufacture (for the avoidance of doubt include any patent, utility, model, design right, registered design, know how, show how, trade or service works, rights in data bases, topography rights and any equivalent or similar right in any jurisdiction throughout the world including any application or the right to apply for any of the foregoing) shall vest in the Company and remain the property of the Company notwithstanding the purchase of the Goods or Services by the Customer and the Customer undertakes to enter into such agreement or deeds as the Company shall require to vest any such intellectual property rights as aforesaid.
- (b) The Company shall not in any circumstances be liable for any loss, liability or expense suffered or incurred by the Customer by reason of any use or resale of the Goods which constitute an alleged or actual infringement of a patent, design, copyright, trademark, foreign or domestic, vested in a third party.

14.4 Confidentiality.

- (a) Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination of the Contract, disclose to any person or use for any purpose (other than to perform its obligations under the Contract) any confidential information concerning the business (including trade secrets and information of commercial value), assets, affairs, customers, clients or suppliers of the other party except as permitted by condition 14.4(b).
- (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this condition 14.4; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract. The Company will use the Customer's personal data as set out in the Privacy Policy available on the Company's website.

- (d) Any part of the Specification or other intellectual property rights supplied to the Customer by the Company shall at all times remain the property of the Company and shall be returned to the Company immediately upon request.
- 14.5 Variation. The Company may from time to time update these Conditions without reference to the Customer. The version of the Conditions which will apply to a Contract is that in force on the date of the Confirmation of Order (or any subsequent variation of the Contract agreed in writing by the parties). No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 14.6 Waiver.
- (a) Except as set out in condition 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 14.7 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this condition 14.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.8 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; or
- (ii) sent by email to an address provided by a party for the service of notices.
- (b) Any notice shall be deemed to have been received:
- (i) if delivered by hand, at the time the notice is left at the proper address;
- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting;
- (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) This condition 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.
- 14.9 Third party rights.
- (a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

- 14.10 Entire agreement.
- (a) The Contract constitutes the entire agreement between the parties.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 14.11 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.
- 14.12 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.