

STANDARD TERMS AND CONDITIONS OF PURCHASE

Applicable to all agreements to PURCHASE GOODS and SERVICES

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

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.

Buyer: APC Technology Group Ltd, a company registered in the UK whose registered office is 6 Stirling Park, Laker Road, Rochester, Kent, ME1 3QR, (registered number 1635609).

Commencement Date: means the earlier of (a) the Supplier issuing written acceptance of the Purchase Order or (b) any act by the Supplier consistent with fulfilling the Purchase Order.

Conditions: these terms and conditions as amended from time to time in accordance with clause 19.8

Contract: the contract between the Buyer and the Supplier for the supply of Goods and/or Services in accordance with these Terms and Conditions and Purchase Order as set out in clause 2.1.

Deliverables: all documents, products and materials developed by the Supplier or its directors, employees, contractors or agents as part of or in relation to the Services in any form, including drafts, drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports.

Delivery Location: has the meaning given in clause 4.2

Goods: the goods (or any part of them) to be supplied by the Supplier, as set out in the Purchase Order.

Goods Specification: any specification for the Goods, including any related plans and drawings that is agreed by the Buyer and the Supplier.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Materials: All tools, materials, drawings, specifications and other equipment and data owned by the Buyer, and which are the exclusive property of the Buyer.

Order Amendment: the Buyer's authorised order amendment or series of order amendments amending the Purchase Order, each other amendment having precedence over any earlier Order Amendment.

Purchase Order: the Buyer's purchase order, with these Terms and Conditions attached or referred to, for the supply of Goods and/or Services, as set out in the Buyer's purchase order form, as may be amended by any Order Amendment.

Services: the services, including any Deliverables, to be provided by the Supplier under the Contract.

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

Supplier: the person or company from whom the Buyer purchases the Goods and/or Services, as defined and detailed on the Purchase Order. This includes all directors, employees, contractors and agents employed or engaged by the person or company.

VAT: value added tax under the Value Added Tax Act 1994 or any similar or replacement tax.

1.2. Interpretation:

- a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision
- d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms
- e) A reference to writing or written includes email but not fax.

2. Basis of contract

- 2.1. The Contract shall comprise (in order of precedence): any Order Amendments, the Purchase Order; these Terms and Conditions and any specification or other document or part thereof referred to in the Purchase Order.
- 2.2. The Purchase Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Supplier in accordance with these Terms and Conditions which apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.3. Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/ or Goods described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4. These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Goods

- 3.1. The Supplier will ensure that the Goods will:
- a) be new and unused, and genuine manufacturer parts, correspond with their description, conform to the Purchase Order and any applicable Goods Specification;
 - b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer (whether expressly or by implication), and in these respects the Buyer relies on the Supplier's skills and judgement;
 - c) be free from defects in design, materials and workmanship and fit for the intended purpose and remain so for 24 months after delivery; and
 - d) comply with all applicable statutory and regulatory requirements including in relation to the manufacture, labelling, packaging, storing, handling and delivery of the Goods.
- 3.2. The Supplier will ensure that at all times it has all registrations, accreditations, permissions, licences and other consents required by law that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3. The Buyer has the right to inspect and test the Goods at any time before delivery. If following such inspection or testing the Buyer considers that the Goods do not conform or are unlikely to comply with the Purchase Order, the Buyer will inform the Supplier and the Supplier will immediately take steps to remedy the problem. The Buyer will have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. Delivery of goods

- 4.1. The Supplier will ensure that;
- a) the Goods are properly packed and secured at the Supplier's expense to arrive in good condition and at the time and place specified by the Buyer and not be delivered in instalments without the Buyer's prior written consent;
 - b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods, special storage instructions (if any) and (without prejudice to clause 4.1.a), if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - c) if the Supplier requires the Buyer to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material will only be returned to the Supplier at the cost of the Supplier.
- 4.2. The Supplier will deliver the Goods DDP INCOTERMS 2020 to the Buyer's premises or elsewhere as instructed by the Buyer prior to delivery (**Delivery Location**) unless otherwise agreed in writing by the Buyer. Delivery of the Goods will be completed on the completion of unloading the Goods at the Delivery Location.
- 4.3. Time is of the essence with respect to the delivery of goods and/or the performance of services.
- 4.4. Any rejected Goods will be returnable at the Supplier's risk and expense.

5. Title and Risk

- 5.1. Title to the Goods shall pass to the Buyer when the Goods are delivered to the Buyer in accordance with the Contract, or when payment is made for the Goods (whichever is the earlier).
- 5.2. The Supplier shall have no right to claim or retake possession of Goods once delivered to, or after any payment has been made for the Goods by the Buyer (whichever is the earlier).
- 5.3. Where any Goods are to be paid for before they are delivered to the Buyer the Supplier shall provide evidence and/or assist the Buyer to visit the premises where the Goods are situated to ensure that the Supplier has set such Goods aside at the place of storage and to check that the Supplier has marked the Goods as belonging to the Buyer or otherwise has recorded the Buyer's interest in them.
- 5.4. Risk of damage to or loss of the Goods shall pass to the Buyer only when the Goods are delivered to the Buyer in accordance with the Contract.

6. Services

- 6.1. The Supplier will from the Commencement Date and for the duration of the Contract provide the Services to the Buyer in accordance with the terms of the Contract and meet any performance dates for Services specified or referred to in the Purchase Order.
- 6.2. In providing the Services, the Supplier will:
- a) co-operate with the Buyer and comply with all reasonable instructions of the Buyer;
 - b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - c) use personnel who are suitably qualified, skilled and experienced to perform tasks assigned to them, and in accordance with the Contract;
 - d) ensure that the Services and Deliverables will conform with the Purchase Order or as notified by the Buyer, and that the Deliverables will be fit for any purpose expressly or impliedly made known to the Supplier by the Buyer;
 - e) provide all equipment, tools and vehicles and other required items to provide the Services;

- f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Buyer, will be free from defects in workmanship, installation and design;
- g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- h) observe all health and safety rules, regulations and requirements, security requirements or relevant regulations that apply at any of the Buyer's or Buyers customers premises, keep the Materials supplied by the Buyer to the Supplier in safe custody at its own risk, maintain the Materials in good condition until returned to the Buyer, and not dispose or use the Materials other than in accordance with the Buyer's written instructions or authorisation;
- i) not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Buyer may rely or act on the Services; and
- j) comply with any additional obligations set out in the Service Specification.

7. Buyer's remedies

- 7.1. If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date and/or have delivered Goods that do not comply with these Terms and Conditions, or the Buyer has the right:
- a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - b) to reject any supplied Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - c) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - d) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
 - e) to recover from the Supplier any costs incurred by the Buyer in obtaining substitute goods and/or services from a third party;
 - f) to cancel any Services that have not yet been provided by the Supplier and/or Goods which have not been delivered by the Supplier and to have such sums refunded by the Supplier; and
 - g) to claim damages for any additional costs, loss or expenses incurred by the Buyer arising from the Supplier's failure to supply the Goods and/or Services in accordance with these Terms and Conditions
- 7.2. These Terms and Conditions will extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 7.3. The Buyer's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

8. Buyer's obligations

The Buyer will provide the Supplier, its agents, subcontractors, consultants and employees with reasonable access at reasonable times to the Buyer's premises for the purpose of delivering the Goods and/or providing the Services and provide such information as the Supplier may reasonably request for the delivery of the Goods and/or provision of the Services and the Buyer considers reasonably necessary for the purpose of delivering the Goods and/or providing the Services.

9. Prices and payment

- 9.1. The price for the Goods:
- a) will be the price set out in the Purchase Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date. The price will be the Supplier's full and exclusive remuneration in respect of the performance of the Services. Unless otherwise agreed in writing by the Buyer, the charges will include every cost and expense directly or indirectly incurred by the Supplier in connection with the performance of the Services; and
 - b) will be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Buyer. No payment will be made for additional costs which are incurred without prior written authorisation from the Buyer.
- 9.2. In respect of Goods, the Supplier will invoice the Buyer upon delivery. In respect of Services, the Supplier will invoice the Buyer on completion.
- 9.3. In consideration of the supply of Goods and/or Services by the Supplier, the Buyer will pay the invoiced amounts within 30 days net monthly account of the receipt of a correctly rendered invoice. The Supplier's invoice must comply with the instructions stated on the Purchase Order and must quote the full Purchase Order number. The Buyer will not be held responsible for delays in payment caused by the Supplier's failure to comply with the Buyer's invoicing instructions.
- 9.4. Invoices not received within six months of receipt of goods and/or services will be deemed waived by Seller and, if sent nevertheless to Buyer, time barred.
- 9.5. If the Buyer is late in paying any sum properly due under the Contract (excluding any sum subject to a genuine dispute), the Supplier may charge the Buyer interest at a rate of 4% above the Bank of England base rate from the due date until the date of payment in full.
- 9.6. Except where expressly provided in writing, all prices and charges are stated inclusive of VAT (if applicable). VAT shall be payable (if applicable) only if the Supplier has provided the Buyer with a valid VAT invoice.

10. Intellectual property rights

- 10.1. In respect of the Goods and any part of the Services, the Supplier warrants that it has full and unencumbered title to all items and that it has

unrestricted rights to sell such items to the Buyer.

- 10.2. The Supplier hereby assigns to the Buyer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in and resulting from performance of the Services. Anything arising out of or deriving from the Contract, including inventions, designs, copyright and knowledge will be the property of the Buyer absolutely.
- 10.3. The Supplier will on request assist the Buyer in securing for the Buyer the full benefit of the Contract, including all rights, title and interest in and to the Intellectual Property Rights assigned to the Buyer in accordance with clause 10.2.
- 10.4. The Supplier will ensure that all technical information (including but not limited to computer programmes, programming information, specifications, knowledge or processes) arising out of or deriving from the Contract is held in strict confidence.

11. Liability and indemnity

- 11.1. Nothing in the Contract shall exclude or limit either party's liability for death or personal injury, for fraud or for any other liability which cannot lawfully be excluded or limited.
- 11.2. The Buyer shall not be liable for loss of business or opportunity, loss of reputation, loss or corruption of data or information, or indirect or consequential loss. The Buyer's total aggregate liability under or in connection with the Contract, whether in contract, tort (including negligence) or otherwise, shall be limited to the price and charges paid or payable by the Buyer under the Contract.
- 11.3. The Supplier will keep the Buyer and its customers indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of revenue or profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Buyer as a result of or in connection with:
 - a) any claim made against the Buyer for actual or alleged infringement of a third party's intellectual property rights, actual or alleged patent, copyright or trademark, arising out of, or in connection with the Goods or Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its directors, employees, contractors or agents;
 - b) any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that such defects are attributable to the acts or omissions of the Supplier, its directors, employees, contractors or agents; and
 - c) any claim made against the Buyer by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its directors, employees, contractors or agents.

12. Warranty

- 12.1. Without prejudice to any other warranties under the Contract, the Supplier warrants that it will promptly make good (at the Supplier's expense) any defect in the Goods that the Buyer discovers under proper usage and reports to the Supplier during the first 12 months of actual use or the first 18 months from the date of acceptance by the Buyer, whichever period will expire first. Such defects may arise from, for example, the Supplier's faulty design, the Supplier's erroneous instructions as to use or inadequate or faulty materials or poor workmanship or from any other breach of the Supplier's obligations whether in the Contract or at law. Repairs or replacements will themselves be covered by this warranty for a further period of 12 months from acceptance by the Buyer.
- 12.2. Seller warrants that it has clear title to the goods and services and that such goods and services will be delivered free of liens and encumbrances.
- 12.3. All of the above mentioned warranties shall be deemed to be made not only to the Buyer, but also to its customers and to the users of the goods or services, or products into which such goods may be incorporated.
- 12.4. The Supplier represents and warrants that it has the lawful power to enter into the Contract and has duly authorised the execution or entering into of the Contract.

13. Insurance

- 13.1. During the term of the Contract and for a period of 3 years thereafter Supplier will maintain in force the professional indemnity, product liability and public liability insurance policies, with a reputable provider to cover the liabilities that may arise under or in connection with the Contract, and will, on request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance
- 13.2. If the Supplier fails to comply with clause 13.1 within 21 days of being given written notice by the Buyer, the Buyer may (at the Supplier's expense) purchase adequate insurance policies to cover any uninsured (or apparently uninsured) liabilities referred to in that clause and the Supplier shall fully reimburse the Buyer on demand.

14. Confidentiality

- 14.1. Each party undertakes that it shall not at any time during the Contract disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2
- 14.2. No party shall use any 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
- 14.3. Each party may disclose the other party's confidential information:
 - a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with 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 12; and

- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15. Termination

15.1. Without prejudice to any other rights or remedies the Buyer may have, the Buyer may terminate the Contract:

- a) in respect of the supply of Services, by giving the Supplier not less than 30 days' written notice whereupon the Supplier will discontinue all work on the Services. the Buyer will pay the charges payable for the Services up to the effective date of termination; and
- b) in respect of the supply of Goods, in whole or in part, at any time before delivery with immediate effect by giving written notice to the Supplier, whereupon the Supplier will discontinue all work on the Contract. The Buyer will pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation will not include loss of anticipated profits or any indirect or consequential loss.

15.2. Without prejudice to any other rights or remedies the Buyer may have, the Buyer may terminate the Contract with immediate effect and without any compensation or damages due to the Supplier by giving written notice to the Supplier if the Supplier should:

- a) commit a material breach of the terms of this Agreement which, in the case of a remediable breach, it fails to remedy within fourteen days after receipt of written notice from the Buyer specifying the breach and requesting remedy;
- b) persistently neglect, fail or refuse for whatever reason to perform the Services or deliver the Goods to the Buyer's reasonable satisfaction;
- c) act in any way materially contrary to the interests of the Buyer whilst providing or purporting to supply the Services or deliver the Goods, have a petition presented for its winding-up, or pass a resolution for voluntary winding- up otherwise than for the purposes of a bona fide amalgamation or reconstruction, or compound with its creditors, or have a receiver or administrative receiver appointed of all or any part of its assets, or enter into any arrangements with creditors, or take or suffer any similar action in consequence of debts; or
- d) dispose of or cease to carry on all or a substantial part of its business.

15.3. In the event of the termination of the Contract under clause 15.2 the Buyer will only be liable to the Supplier in respect of prices and charges in accordance with the terms of the Contract for the Goods and Services provided up to the effective date of termination.

15.4. In the event of the termination of the Contract for any reason, where both Goods and Services are supplied, the Buyer may terminate the part of the Contract in respect of the Goods only, or in respect of the Services only, and the Contract will continue in respect of the remaining supply.

15.5. On the termination of the Contract (however arising), the Supplier will deliver up to the Buyer Materials which were provided by the Buyer to the Supplier, or which were prepared by or on behalf of the Supplier for the Buyer in the course of providing the Services. If the Supplier fails to do so, then the Buyer may enter the Supplier's premises and take possession of them. Until the Buyer's Materials have been returned or delivered, the Supplier will be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

15.6. Any provision of the Contract which expressly or by implication is intended to remain in effect or come into effect upon termination or expiry of the Contract shall survive termination or expiry including (without limitation) clauses 11 (*Liability and Indemnity*) and 14 (*Confidentiality*).

16. Anti-bribery, anti-slavery and freedom of information

16.1. The Supplier will comply with all applicable laws, statutes, and regulations including (but not limited to) the Bribery Act 2010 and Modern Slavery Act 2015;

16.2. The Supplier acknowledges that the Buyer is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and will assist and co-operate (at the Supplier's expense) to enable the Buyer to comply with these requirements.

17. Data protection

17.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 17 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

17.2. Without prejudice to the generality of clause 17.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of the Contract.

17.3. The Supplier shall indemnify and keep indemnified the Buyer against all losses, claims, damages, liabilities, fines, sanctions, interest, penalties, costs, charges, expenses, compensation (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a data protection supervisory authority) arising out of or in connection with any breach by the Supplier of its obligations under clause 17 and under any data protection agreement referred to in clause 17.

18. Force majeure

18.1. 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**). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, save that no Force Majeure Event shall relieve the Supplier from or entitle the Supplier to any delay in fulfilling its payment obligations under the Contract.

19. General

19.1. Assignment and other dealings.

- a) The Buyer 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 Supplier 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 written consent of the buyer.
- c) In the event that the Buyer consents to the Supplier subcontracting some or all of the Supplier's obligations the Supplier will remain responsible for any and all work done and goods and services supplied by all subcontractors.

19.2. Notices.

- a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the most recent email address notified by the other party.
- b) Any notice or communication 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 post or other next working day delivery service, at 9.00 am on the fifth Business Day after posting or at the time recorded by the delivery service; and
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 19.2(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 clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

19.3. 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 or part provision of the Contract is deemed deleted under this clause 19.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

19.4. 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.

19.5. 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.

19.6. 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 based on any statement in the Contract.
- c) Nothing in this clause shall limit or exclude any liability for fraud.

19.7. Third party rights.

- a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

19.8. 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).

19.9. 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.

19.10. 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.