

ELEMENT DIGITAL ENGINEERING LIMITED

STANDARD TERMS AND CONDITIONS

The Customer's attention is particularly drawn to the exclusions and limitations of liability at Condition 8.

1. Formation of Contract

- 1.1 These terms and conditions ("**Terms and Conditions**"), together with any quotation, proposal, estimate or fee quote ("**Proposal**") provided by or on behalf of Element Digital Engineering Limited ("**Company**"), shall apply to the supply by the Company to the customer identified in the Proposal ("**Customer**") of the services ("**Services**") and/or the goods ("**Products**") contemplated in the Proposal.
- 1.2 A Proposal will be valid for the period specified within such Proposal and will not constitute an offer.
- 1.3 An order for the supply of Services and/or Products from the Customer ("**Order**") constitutes an offer by the Customer to purchase Services and/or Products from the Company on these Terms and Conditions. A contract for the supply of Services and/or Products by the Supplier to the Customer on these Terms and Conditions ("**Contract**") will be formed when the Company accepts the Order by issuing a written acceptance of order ("**Order Acknowledgement**") to the Customer. The Company is not obliged to accept an Order.
- 1.4 These Terms and Conditions are the only terms and conditions on which the Company will supply Services and/or Products to the Customer and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing. Commencement of the performance of the Services or Delivery of the Products will be deemed conclusive evidence of the Customer's acceptance of these Terms and Conditions.

2. Prices & Payment

- 2.1 The Customer shall pay to the Company the charges set out in the Proposal, or as otherwise agreed by the parties in writing in respect of the provision of the Services and/or Products ("**Consideration**") and, additionally, shall reimburse the Company on demand for any expenses incurred in the provision of the Services ("**Costs**"). Unless expressly stated otherwise in the Proposal, the Consideration is exclusive of packaging, insurance, carriage and delivery costs incurred by the Company from time to time in providing Products.
- 2.2 The Company may amend the Consideration at any time where there has been a material change to any documentation, specification or other materials relating to the Contract or additional services and/or goods (agreed by the Company) are requested. Any changes to the Contract shall be agreed between the parties in accordance with condition 15.11.
- 2.3 The Customer shall pay the Consideration and Costs stated in any invoice in full, without (save as required by law) deduction, set-off or withholding, within thirty (30) days of the date stated on that invoice. The Company may issue its invoice for the Consideration and the Costs any time after provision of the Services and/or Delivery of the Products to which the invoice relates. Unless the Proposal expressly provides otherwise, the Consideration and Costs are exclusive of value added tax and any other applicable taxes, which shall be payable in addition by the Customer. The Customer shall pay the Consideration and Costs to the Company by electronic bank transfer to such bank account as may be specified by the Company in writing from time to time in cleared funds in the currency specified in the Proposal.
- 2.4 Notwithstanding any purported appropriation by the Customer, the Company may, by giving written notice to the Customer, appropriate any payment by the Customer to any invoice issued by the Company.
- 2.5 In default of payment within thirty (30) days, the Company may (without prejudice to its other rights and remedies) suspend the provision of any further Services or Products until payment of all overdue sums has been made. Any amount outstanding from time to time shall bear interest, calculated from the due date of payment to the date of receipt of the amount in full at a rate equivalent to 3% per annum above the base rate from time to time of HSBC Bank in the relevant currency.
- 2.6 If the Customer fails to make any payment due to the Company under the Contract on or before the due date, all invoices issued will immediately become due and payable.
- 2.7 The Company may retain or set off any sums due to it by the Customer against any sums due to the Customer under the Contract or any other agreement between the parties or any of their group companies.

2.8 Following expiry or termination of the Contract, the Company will be entitled to invoice all parts of the Consideration which have been incurred but not yet invoiced, and all invoices will become immediately due and payable by the Customer.

3. **Services**

3.1 Subject to the remaining sub-conditions of this condition 3, the Company warrants that it will complete the Services with reasonable care and skill, consistent with industry standards. The Company gives no warranty that any result or objective can be achieved through the Services.

3.2 Subject to condition 8.4 and condition 8.7 the Company's only Liability for breach of the warranty at condition 3.1 will be, at the Company's option, to reperform the relevant Services or to reduce the Consideration payable in respect of the relevant Services by a sum which is equitable in the circumstances.

3.3 The Customer's only remedy for breach of the obligation at condition 3.2 will be in damages.

3.4 Where the Company has agreed to complete Services and/or provide written information, conclusions, technical reports, software programs, inspection records, drawings, recommendations and/or advice in respect of the Services ("**Report**") to the Customer, it will use reasonable endeavours to complete the Services and/or provide such Report(s) by any date set out in the Proposal. Time for provision of the Services or any Report is not of the essence of the Contract and any performance dates given by the Company are estimates only. Subject to condition 8.7, the Company shall have no Liability to the Customer for any delay in performance.

3.5 All Reports are prepared on the basis that they are not produced for any particular purpose and no statement is to be deemed, in any circumstances, to be or give rise to a representation, undertaking, warranty or contractual condition unless specifically stated. Subject to condition 8.7, the Company shall have no Liability in respect of any action taken by the Customer which is based upon preliminary, unapproved advice.

4. **The Products**

4.1 The Company may at any time prior to supply of Products:

4.1.1 vary the design, finish or specification of Products and/or their packaging; and/or

4.1.2 substitute any materials or parts which are used in Products and which are unavailable for any reason with alternative materials or parts,

provided that this does not materially affect their quality or performance, or where this is necessary to comply with health and safety or other legal requirements.

4.2 All samples, drawings, descriptive and illustrative matter and advertising issued or published by the Company are for the sole purpose of giving an approximate idea of the relevant Product. The Contract is not a sale by sample.

4.3 Unless expressly stated otherwise in the Proposal, the Customer acknowledges that the Products will not be supplied for resale and the Customer will not resell any product without the Company's express written approval. Unless a Proposal states that the Customer is permitted to resell Products, the warranty given under condition 7.1 shall cease to apply to a Product immediately upon any resale of such Product.

5. **Delivery**

5.1 Unless expressly stated otherwise in the Proposal, the Company will deliver Products to the address specified in the Proposal, the Customer will be responsible for off-loading Products from the delivery vehicle and delivery of Products will be deemed to occur when they arrive at the delivery address ("**Delivery**", and "**Delivered**" shall be interpreted accordingly).

5.2 Time for delivery of the Products will not be of the essence of the Contract. Any delivery dates given by the Company are estimates only.

5.3 Subject to condition 15.1, if:

5.3.1 the Products have not been Delivered within sixty (60) days from and excluding the estimated delivery date set out in the Proposal; and

- 5.3.2 the Company fails to Deliver those Products within one hundred and twenty (120) days of a written notice referring to this condition 5.3 and setting out the Customer's rights under it being given by the Customer,

the Customer will be entitled to cancel supply of the Products by giving written notice to that effect to the Company. If the Customer exercises this right of cancellation, the Company will refund to the Customer any monies which it has already paid to the Company under the Contract in respect of the Products and the Customer will not be required to pay any further monies to the Company under the Contract in respect of the Products. Subject to condition 8.7, the Company's sole Liability for its failure to deliver the Products will be limited to refunding the Customer any monies which the Customer has already paid to the Company in accordance with this condition 5.3.

- 5.4 Save as provided in condition 5.3, the Customer will not be entitled to cancel the Contract or to reject any Products by reason of delay in delivery or a failure to deliver.

6. **Passing of Risk and Retention of Title**

- 6.1 Risk of damage to or loss of the Products will pass to the Customer on Delivery.

- 6.2 Subject to condition 6.3, legal and beneficial ownership of the Products will not pass to the Customer until the Company has received in full in cleared funds:

6.2.1 all sums due to the Company in respect of the Products; and

6.2.2 all other sums which are or which become due to the Company from the Customer on any account whatsoever.

- 6.3 The Company may, by giving written notice to the Customer, pass legal and beneficial ownership of the Products (or any of them) to the Customer at any time before such ownership would otherwise have passed to the Customer.

- 6.4 Until ownership of the Products has passed to the Customer, the Customer will:

6.4.1 hold the Products on a fiduciary basis as the Company's bailee;

6.4.2 maintain the Products in satisfactory condition; and

6.4.3 keep the Products insured for their full price against damage or loss on an "all risks" basis with insurers approved by the Company (acting reasonably), ensure that the Company's interest in them is noted on the relevant insurance policy and that the Company is named as loss payee in respect of the Products, whenever requested by the Company produce a copy of the policy of insurance in respect of the Products to the Company, do nothing and not omit to do anything which in consequence permits any insurer to refuse to indemnify the Customer in full in accordance with the terms of any insurance policy maintained in respect of the Products in respect of any claim made under any such insurance policy and ensure that any insurance proceeds received by the Customer under the relevant policy are applied to repairing damaged Products or, in the event that they are not so applied, hold such proceeds on trust for the Company.

- 6.5 The Customer may use the Products in the ordinary course of its business before ownership passes to it.

- 6.6 The Customer's right to possession and use of the Products will terminate immediately if, before ownership of the Products passes to the Customer in accordance with conditions 6.2 or 6.3:

6.6.1 any of the circumstances set out condition 11.1.3 apply; or

6.6.2 the Customer fails to pay any sum due to the Company on or before the due date.

- 6.7 Once the Products are delivered to the Customer, the Company will be entitled to recover payment for the Products (including by way of an action for the price) notwithstanding that ownership of any of the Products has not passed from the Company.

- 6.8 The Customer grants, and will procure that the owner of any third party premises grants, the Company, its agents, employees and sub-contractors an irrevocable licence at any time to enter any premises where the

Products are or may be stored in order to inspect them, or, where the Customer's right to possession and use has terminated, to recover them.

- 6.9 If the Customer's right to possession and use of the Products terminates in accordance with condition 6.6, the Company will be entitled to issue the Customer with a credit note for all or any part of the price of the Products together with VAT thereon.
- 6.10 The Company's rights contained in this condition 6 will survive expiry or termination of the Contract however arising.
- 6.11 Title to (and risk of loss of or damage to) any of the Customer's property that is made available to the Company in connection with the performance of the Contract shall remain with the Customer.

7. **Product Warranty**

- 7.1 The Company warrants to the Customer that, at the time of Delivery and for a period of twelve (12) months thereafter (the "**Warranty Period**"), the Products will (a) subject to condition 4.1, conform to the specification set out or referred to in the Proposal in all material respects, and (b) be free from material defects in design, materials (excluding any materials provided by the Customer) or workmanship.
- 7.2 If there is a breach of either of the warranties set out in condition 7.1, the Customer will:
 - 7.2.1 give the Company written notice of the breach, such notice to be given (a) in respect of any breach that should be apparent from a visual inspection of the relevant Product, within fourteen (14) days from and including the date of Delivery, or (b) in respect of any other breach, within thirty (30) days after the Customer becomes aware of the breach and prior to expiry of the Warranty Period;
 - 7.2.2 at the Company's option, either return to the Company the relevant Product or permit the Company or its agent or sub-contractor to inspect it at the Customer's premises;
 - 7.2.3 provide the Company with all information and assistance which it may reasonably require to investigate the alleged breach; and
 - 7.2.4 not use the relevant Product after becoming aware of the breach.
- 7.3 Subject to condition 8.4 and condition 8.7 the Company's only Liability for breach of either of the warranties at condition 7.1 will be, at the Company's option, to repair or replace the relevant Product or to reduce the Consideration payable in respect of the relevant Product by a sum which is equitable in the circumstances.
- 7.4 The Customer's only remedy for breach of the obligation at condition 7.3 will be in damages.

8. **Liability and Indemnity**

The Customer's attention is particularly drawn to this condition.

- 8.1 The Customer acknowledges that the provisions of this condition 8 are reasonable and reflected in the Consideration which would be higher without these provisions and the Customer will accept such risk and/or insure accordingly.
- 8.2 Subject to condition 8.7, all warranties, conditions and other terms express or implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.3 Subject to condition 8.7, the Company's:
 - 8.3.1 entire Liability for any non-delivery of Products or failure to deliver the Products in accordance with the timescales set out or referred to in the Contract will be as set out in condition 5.3 and the Company will have no other Liability for any such non-delivery or failure to deliver; and
 - 8.3.2 maximum aggregate liability to the Customer arising out of or in connection with the Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of a party's obligations under the Contract and/or any defect in any of the Products, in each case howsoever caused including if caused by negligence ("**Liability**"), shall in all circumstances be

limited to the greater of (i) £5,000 or (ii) an amount equal to two times the Consideration paid or payable for the particular Services and/or Products which have given rise to the Liability.

- 8.4 Subject to condition 8.7, the Company shall have no Liability unless:
- 8.4.1 the Customer notifies the Company in detail and in writing of the alleged basis for the claim within two (2) months of the Customer becoming aware thereof and:
 - 8.4.1.1 where the claim relates to the provision of Services, within one year after the completion of the Services; or
 - 8.4.1.2 where the claim relates to the provision of Products, during the Warranty Period; and
 - 8.4.2 the Company is permitted to inspect any and all property to which Customer's claim relates.
- 8.5 Subject to condition 8.7, the Company shall have no Liability for any:
- 8.5.1 loss of profit;
 - 8.5.2 loss of revenue;
 - 8.5.3 loss of production;
 - 8.5.4 loss of business or opportunity;
 - 8.5.5 liability of the Customer to or ex-gratia payments made to third parties;
 - 8.5.6 loss of goodwill or reputation;
 - 8.5.7 loss of anticipated savings or margin;
 - 8.5.8 loss of goods or use of goods;
 - 8.5.9 loss or corruption of data or information; or
 - 8.5.10 ex gratia payments,
(in each case whether direct, indirect or consequential); or
 - 8.5.11 indirect, consequential or special loss
- 8.6 The Customer agrees to indemnify, keep indemnified and hold harmless the Company from and against all costs, losses, liabilities and expenses which the Company does or will suffer or incur arising in connection with:
- 8.6.1 breach of any law by the Customer in connection with a Contract;
 - 8.6.2 any claim threatened or made against the Company by any third party relating to an alleged or actual infringement of IPRs arising as a result of or in connection with a Contract or any Services or Products supplied under a Contract (provided that this condition 8.6.2 will not apply if and to the extent that the Proposal for the relevant Contract expressly required the Company to undertake specific IPR searches and either: (a) those searches revealed the specific IPRs allegedly or actually infringed or (b) the Company did not undertake the specified searches and, if undertaken, those searches would have revealed the specific IPR allegedly or actually infringed;
 - 8.6.3 any claims arising as a result of the Customer's misuse or unauthorised use of any Reports or any IPRs belonging to the Company; or
 - 8.6.4 any claim that the use of any data, equipment or other materials supplied by the Customer involves the infringement of any IPRs of any third party.
- 8.7 Nothing in the Contract limits or excludes the Liability of a party:

- 8.7.1 that cannot be excluded or restricted in the Contract in respect of death or personal injury resulting from negligence by operation of Section 2(1) Unfair Contract Terms Act 1977;
 - 8.7.2 for fraud or fraudulent misrepresentation;
 - 8.7.3 for breach of its obligations arising under section 12 Sale of Goods Act 1979;
 - 8.7.4 for breach of its obligations arising under Section 2 Supply of Goods and Services Act 1982; or
 - 8.7.5 for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.
- 8.8 Each of the Company's employees, agents and sub-contractors will be entitled to enforce all the terms of this condition 8 subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999 and the terms of the Contract. Accordingly and for the avoidance of doubt the financial limits on liability set out in condition 8.3 are the maximum liability of the Company, its employees, agents and sub-contractors in aggregate. The parties may vary or rescind the Contract without the consent of the Company's employees, agents or sub-contractors.

9. Intellectual Property Rights

- 9.1 All intellectual property rights (including, but not limited to, patents, design rights, copyright, trade marks, service marks, domain names, database rights, and any other intellectual property rights (now existing or hereafter created), whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world) ("IPRs"):
- 9.1.1 owned by the Company before the date of the Contract;
 - 9.1.2 in the Products; or
 - 9.1.3 produced during any Service or otherwise developed by the Company during the term of the Contract (including, without limitation, any Report),
- shall belong to and remain the property of the Company unless otherwise expressly agreed as part of the Contract.
- 9.2 Upon the Customer discharging all its obligations under the Contract, including payment of the Consideration and Costs, the Customer will obtain an irrevocable, royalty-free, non-exclusive licence to use the Company's IPRs in the Services and the Product(s) solely to the extent necessary to use the Services and the Products for the purpose for which they were supplied, subject to conditions 3.5, 4, 9.1 and 13.

10. Customer obligations

- 10.1 The Customer will:
- 10.1.1 provide the Company with all such information and assistance as the Company may reasonably require from time to time to perform its obligations or exercise its rights under the Contract;
 - 10.1.2 notify the Company within 24 hours of any discussions, negotiations or proposals with any of its creditors in relation to a debt or debts owed to any of them or any discussions relating to the Customer's insolvency;
 - 10.1.3 obtain such licences, permits, consents and authorisations as may be required for use of the Products; and
 - 10.1.4 promptly give written notice to the Company of any dispute the Customer is involved in and any claim or complaint made against the Customer in respect of Products.
- 10.2 The Customer will comply with the Company's instructions and provide such cooperation and assistance as the Company may request in connection with:
- 10.2.1 any product recall initiated by or involving the Company and relating to Products;

- 10.2.2 any other corrective action initiated by or involving the Company to address actual or potential defects, safety or compliance issues relating to Products; or
 - 10.2.3 any notification to and/or investigation by a regulatory authority concerning actual or potential defects, safety or compliance issues relating to Products.
- 10.3 Notwithstanding any other term of the Contract, the Company will not be in breach of the Contract to the extent our failure to perform or delay or defect in performance of its obligations under the Contract arises as a result of:
- 10.3.1 any breach by the Customer of its obligations contained in the Contract;
 - 10.3.2 the Company relying on any incomplete or inaccurate data provided by a third party; or
 - 10.3.3 the Company complying with any instruction or request by the Customer or one of its employees.

11. Termination

- 11.1 The Company may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 11.1.1 the Customer commits a breach of any terms of the Contract or any other contract with the Company which is incapable of remedy or, if capable of remedy, has not been remedied by the Customer in accordance with a written notice from the Company requiring remedy within the period specified in the said notice;
 - 11.1.2 the Customer fails to make any payment by the date it falls due;
 - 11.1.3 (a) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or ceases or suspends payment of any of its debts or is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; (b) an encumbrancer takes possession, or a receiver or administrator is appointed, over any of the property or assets of the Customer; (c) the Customer ceases, or threatens to cease, to carry on business; and/or (d) the Customer is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction, any proceeding in any Member State of the European Union which is capable of recognition under the EC Regulation on Insolvency Proceedings (EC 1346/2000) or the EU Regulation on Insolvency Proceedings (Recast) (EU 2015/848) and/or an application for the recognition of a foreign insolvency proceeding under the Cross-Border Insolvency Regulations 2006 (SI 2006/1030); and/or
 - 11.1.4 the Company reasonably apprehends that providing the Services and/or Products or dealing with the Customer would be in breach of any applicable trade or economic sanctions, export control, embargo or similar laws, regulations, rules, measures, restrictions, restricted or designated party lists, licences, orders, or requirements, in force from time to time.
- 11.2 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect (including, but not limited to, conditions 3.5, 4, 6, 7, 8, 9, 11.3, 11.4, 12, 13 and 15).
- 11.3 Within thirty (30) days after the date of expiry or termination of the Contract each party will, subject to the exception set out in condition 11.4:
- 11.3.1 if requested to do so, return to the other party all of the other party's Confidential Information (including all copies and extracts) in its possession or control; and
 - 11.3.2 cease to use the other party's Confidential Information.
- 11.4 Each party may retain any of the other party's Confidential Information which it has to keep to comply with any applicable law or which it is required to retain for insurance, accounting or taxation purposes. The provisions of condition 13 will continue to apply to retained Confidential Information.

12. Non-Solicitation

- 12.1 The Customer undertakes that during the provision of the Services and for twelve (12) months after, the Customer shall not (directly or indirectly, and except with the Company's prior written consent) solicit, entice

away, employ or engage for the provision of services to the Customer, any member of the Company's staff with whom the Customer has had dealings in connection with the Contract and/or the Services.

13. Confidentiality and Data Protection

- 13.1 Each party ("**Recipient**") shall keep all confidential and/or commercially sensitive information of the other party ("**Disclosing Party**") in connection with the Contract ("**Confidential Information**") in the strictest confidence and not disclose (or allow to be disclosed) the same to any person save to the extent necessary to perform its obligations under the Contract or as required for the effective use by the Customer of the Services and/or a Product. Reports shall be deemed to be Confidential Information.
- 13.2 Notwithstanding condition 13.1, a Recipient may disclose Confidential Information which it has received if (and solely to the extent that): (a) it is required to do so by any governmental, local government or regulatory authority, any accreditation body or by law; (b) it is strictly necessary for the purpose only of obtaining professional advice in relation to the Contract; (c) it was already known to the Recipient prior to the time of disclosure by the Disclosing Party (where the Recipient can prove the same with documentary evidence); or (d) it subsequently becomes public knowledge other than by breach of the Contract by the Recipient. In addition, neither party may use or reference the other party's name, logo or trademarks without its prior written consent, save that the Company may use the Customer's name or logo solely to identify the Customer as a client in connection with specific Services or otherwise.
- 13.3 Each party agrees to comply with its obligations under applicable data protection and privacy laws (including but not limited to the EU General Data Protection Regulation (including as implemented into the law of England and Wales)) and the Data Protection Act 2018, as amended, replaced or superseded from time to time ("**DP Laws**") in connection with the performance of its obligations and the exercise of its rights under the Contract.
- 13.4 The Customer agrees not to provide or otherwise make available "Personal Data" (as defined in the DP Laws) to the Company, other than business contact information (for example, business, telephone number, job title, and email address), unless otherwise required for the provision of the Services, in which case: (a) such additional Personal Data shall be specifically identified in advance by Customer and agreed to in writing by the Company; and (b) any processing of such additional Personal Data by the Company on behalf of the Customer shall be subject to the data processing terms advised by the Company to the Customer.

14. Export Control Licence

- 14.1 The Customer represents and warrants that it shall inform the Company in writing, prior to the Company carrying out any Service and/or supplying Products, of any applicable import or export restrictions that may apply to the Services and/or Products to be provided, including any instances where any products, information or technology may be exported/imported to or from a country that is banned from such transaction and the Customer shall assist the Company in completing any relevant end user certificates or such other governmental or court approvals or consents as may be required by the Company in respect of any public or governmental licence, approval, permit or similar (whether temporary or permanent), issued directly or indirectly, by any United Kingdom or foreign authority which, from time to time, it is necessary to obtain in order to be entitled to market, import, export, re-export products and/or provision of services and/or transfer of technology and/or IPRs ("**Export Control Licences**").
- 14.2 If any necessary Export Control Licences required by the Company are denied or revoked, the Company shall be entitled to terminate the Contract, wholly or partly, without liability on written notice to the Customer.
- 14.3 Should the Services or Product be subject to any Export Control Licences, end user certificates or any other United Kingdom or foreign governmental or court restrictions, the Customer undertakes to conform to and apply valid terms of such Export Control Licences or restrictions.

15. General

- 15.1 Force Majeure: A party shall not be in breach of the Contract or liable for delay in performing, or failure to perform, any obligation under the Contract to the extent that such delay or failure to perform is caused directly or indirectly by or as a result of:
- 15.1.1 act of God;
- 15.1.2 war (whether declared or not), hostilities, invasion, act of foreign enemies, civil war, insurrection, riot, rebellion, revolution, military or usurped power, civil commotion, act or threat of terrorism, sabotage or piracy;

- 15.1.3 lightning, earthquake, fire, explosion, flood, storm, or severe adverse weather condition;
 - 15.1.4 theft, malicious damage;
 - 15.1.5 any labour disturbance such as boycott, strike, lockout, industrial dispute (whether affecting the workforce of a party and/or any other person);
 - 15.1.6 it becoming illegal for a party to perform its obligations under the Contract in any jurisdiction in which it is incorporated or conducts its business;
 - 15.1.7 any destruction, breakdown or failure of equipment;
 - 15.1.8 any inability to obtain or delay in obtaining supplies or materials;
 - 15.1.9 any failure, breach or default of a supplier or sub-contractor of that party;
 - 15.1.10 the existence of any circumstance making performance commercially impracticable; or
 - 15.1.11 any event or circumstance beyond that party's reasonable control,
- provided that this condition 15.1 shall not apply to any obligation to make any payments due to the Company under the Contract.
- 15.2 **Entire Agreement:** The Contract constitutes the entire agreement between the parties and supersedes all previous agreements, and agreements between them, relating to its subject matter. Each party agrees that it 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.
 - 15.3 **Severability:** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, the parties will work together in good faith to agree a modification to such provision or part-provision to the minimum extent necessary to make it valid, legal and enforceable. If the parties are unable to reach agreement on such modification (or elect not to seek to modify the provision), the relevant provision or part-provision shall be deemed deleted from the Contract. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Contract. This condition 15.3 will not apply to a term which ceases to have effect under section 233A, 233B or 372A Insolvency Act 1986. The Customer agrees that where any term ceases to have effect under any of those Sections because it is subject to an insolvency procedure as referred to in any of those Sections, if that insolvency procedure comes to an end without the Customer becoming subject to a further such insolvency procedure, such term will be deemed once again to have effect in accordance with its terms.
 - 15.4 **Court and Proceedings:** If any aspect or element of the Services is, or is likely to be, the subject of or relevant to legal proceedings, including any Report, this fact must be notified to the Company in writing and agreed by the Company before the Services are carried out. If that fact is not disclosed to the Company at that stage, the Company may not, in its absolute discretion, be prepared to provide expert testimony and/or any Report may not be used to present or respond on a claim in a court of law. The Customer will be liable for the Company's additional fees and costs if the Customer or another party requires the Company to present results or findings in witness statements, hearings or other proceedings.
 - 15.5 **Independent Contractors:** Each party agrees that it is an independent contractor and is entering into the Contract as principal and not as agent for or for the benefit of any other person.
 - 15.6 **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 any party the agent of another party, or authorise any party enter into any commitments for or on behalf of the other party.
 - 15.7 **Third Parties:** Subject to condition 8.8, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
 - 15.8 **Transfer and Sub-contracting:** The Company may assign, sub-contract or otherwise transfer all or any part of its rights or obligations under the Contract. The Customer may not assign, sub-contract or otherwise transfer all or any of its rights or obligations under the Contract without the Company's prior written consent.
 - 15.9 **Anti-Corruption:** The Customer undertakes to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption and the Company's Anti-corruption policies (as updated

from time to time) and that it shall not do, nor omit to do, any act that will lead to the Company being in breach of any such laws or policies. The Customer warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of the Contract.

- 15.10 Notices: All notices to be served by one party on the other must be in writing and shall be deemed duly delivered or served at the time of service if delivered personally and forty eight hours after posting if posted by first class or airmail pre-paid post in each case to the registered address or otherwise to the last known address of the other party.
- 15.11 Waiver and Variation: No failure or delay by the Company to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right, power or remedy. Except as expressly stated to the contrary, the Contract may not be varied or waived by either party unless the variation or waiver is in writing and is signed by an officer or duly authorised signatory of each party.
- 15.12 Cumulative Remedies: The Company's rights and remedies set out in the Contract are in addition to and not exclusive of any rights and remedies provided by law.
- 15.13 Governing Law: The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects under the laws of England and Wales.
- 15.14 Jurisdiction:
- 15.14.1 Any disputes arising out of or in connection with the Contract (including in relation to any non-contractual obligations) shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 15.14.2 Either party seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.
- 15.14.3 Subject to condition 15.14.2, each party waives any objection to, and agrees to submit to, the jurisdiction of the courts of England and Wales. Each party agrees that a judgment or order of any such court is binding upon it and may be enforced against it in the courts of any other jurisdiction.