

Procurement Terms and Conditions (Goods and Services)

These Terms and Conditions shall apply to all purchases of Goods and/or Services made by ASSISTTEC LTD unless ASSISTTEC LTD have expressly indicated different Conditions, Terms and Conditions or Contract shall apply to govern the purchase.

Interpretation: The following definitions and rules of interpretation apply in this agreement

Company: Assisttec Ltd

Registered Office and Trading Address 35 Manor Farm Road St Neots, Cambs, PE19 1PW
Registered Number 6336317 (England & Wales)
Telephone 01480 391414, Fax 01480 218140, Web: www.assistTec.co.uk

Business Day: a day other than Saturday or Sunday or Public holiday in England unless agreed in writing on placement of order

Commencement Date: the date as determined by the **Basis of contract** detailed below

Conditions: these terms and conditions as amended from time to time in accordance with **Variation** clause detailed below, and any other Conditions that Assisttec Ltd will expressly advise the Supplier (in writing) will be included in the Contract

Contract: the contract between Assisttec Ltd and the Supplier for the supply of Goods and/or Services including Conditions, the Order and any Goods Specification or Service Specification

Control: has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be constructed accordingly

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

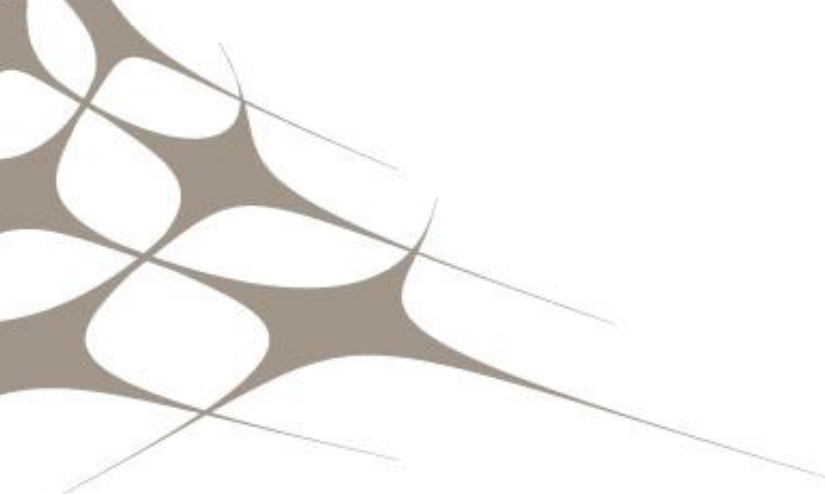
Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementation laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998

Goods Specification: any specification for the Goods, including but not limited to any related plans and drawings, pictures and certification descriptions that is agreed in writing by Assisttec Ltd and the Supplier

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

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, 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

Order: Assisttec Ltd's order for the supply of Goods and/or Services, as set out in the Assisttec Ltd purchase order form or letter of appointment



Services Specification: the description or specification for Services agreed in writing by Assisttec Ltd and the Supplier

Services: the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification

Supplier: the person or firm from whom Assisttec Ltd purchases the Goods and/or Services and as specified in the Order

- I. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
- II. A reference to a party includes its successors and permitted assigns.
- III. A reference to a statute or statutory provision is a reference to its amended or e-enacted from time to time. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision
- IV. 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
- V. A reference to **writing** or **written** includes email but not fax

Basis of Contract: The Order constitutes an offer by Assisttec Ltd to and/or Services from the Supplier in accordance with these conditions. The Order shall be deemed to be accepted on the earlier of:

- I. The Supplier issuing written acceptance of the Order; or
- II. Any act by the Supplier consistent with fulfilling the Order; or
- III. When the Supplier issues an invoice to Assisttec Ltd against Assisttec Ltd's Order number

At which point and on which date the Contract shall come into existence (**Commencement Date**)

These 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

All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified

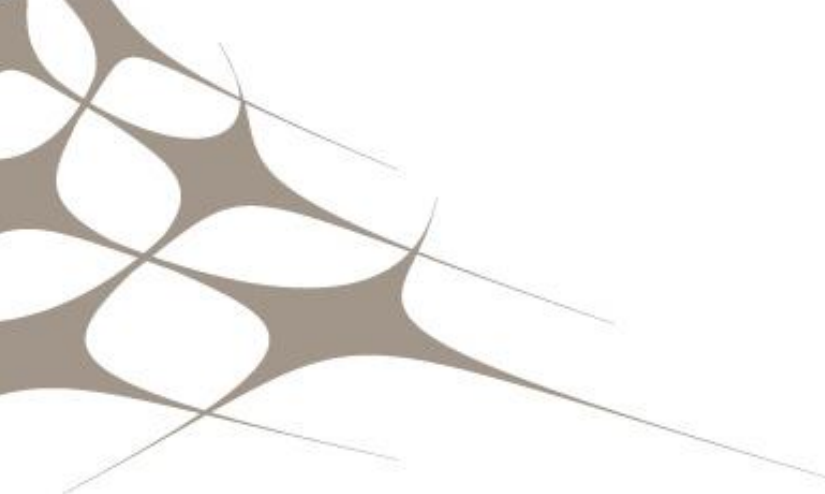
Supply of Goods: The Supplier shall ensure that all the Goods shall:

- I. Correspond with their description and any applicable Goods Specification;
- II. 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 Assisttec Ltd, expressly or by implication, and in this respect Assisttec Ltd relies on the Suppliers skill and judgement
- III. Where they are manufactured products, be free from defects in design, materials and workmanship and remain so for a minimum of 12 months after delivery/installation and comply with all applicable statutory and regulatory requirements relating to the type of Goods

The Supplier shall ensure that at all times it has and maintains all the licenses, permissions, authorisations, consents, certifications and permits that it needs to carry out its obligations under the Contract in respect of the Goods or as agreed between the parties.

Assisttec Ltd may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

If following such inspection or testing Assisttec Ltd considers that the Goods do not comply or are unlikely to comply with the Suppliers undertakings at **Supply of Goods** I. – III. Assisttec Ltd shall inform the Supplier and the remedial action as is necessary to ensure compliance



Assisttec Ltd may conduct further inspections and tests after the Supplier has carried out its remedial actions

Delivery of Goods: The Supplier shall ensure that:

- I. The Goods are properly packed and secured in such manner as to enable them to reach their destination in good and undamaged condition;
- II. Each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if one is assigned), the type and quantity of the Goods (including the code number of the Goods (where applicable), special storage instructions (if any) and, if the Goods are being delivered by installments, the outstanding balance of Goods remaining to be delivered; and
- III. It states clearly on the delivery note any requirements for Assisttec Ltd to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier

Supply of Goods: The Supplier shall deliver:

- I. On the date specified in the Order or, if no such date is specified time shall be of the essence and the Supplier must deliver the goods as soon as possible
- II. To Assisttec Ltd's premises at 35 Manor Farm Road, St Neots, PE19 1PW or such other location as is set out in the Order or as instructed by Assisttec Ltd before delivery (**Delivery Location**); and
- III. During Assisttec Ltd's normal hours of delivery (08:00 -17:00) on a Business Day, or as instructed by Assisttec Ltd

Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location

If the Supplier fails to deliver the full and complete order Assisttec Ltd may reject the Goods and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Assisttec Ltd accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

Not without Assisttec Ltd's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Assisttec Ltd to the remedies set out in **Remedies** clause below

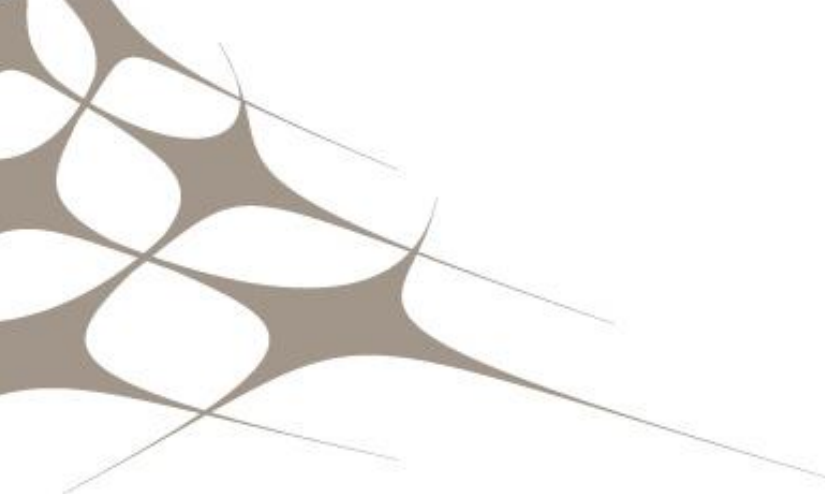
Title and risk in the Goods shall pass to Assisttec Ltd on delivery

Supply of Services: The Supplier shall from the commencement date and for the duration of the Contract supply the Services to Assisttec Ltd in accordance with the terms of the Contract

The Supplier shall meet any performance dates for the Services that Assisttec Ltd notifies to the Supplier and time is of the essence in relation to any of those performance dates.

In providing the Services, the Supplier shall:

- I. Co-operate with Assisttec Ltd in all matters relating to and comply with all instructions of Assisttec Ltd
- II. Perform the Services with the best care, skill, and diligence in accordance with best practice in the Supplier's industry, profession, or trade
- III. Use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract
- IV. Ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that ASSISTTEC LTD



- expressly or impliedly makes known to the Supplier
- V. Provide all equipment, tools and vehicles and such other items as are required to provide the Services
 - VI. 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 Assisttec Ltd, will be free from defects in workmanship, installation and design
 - VII. Obtain and at all times maintain all licenses and consents which may be required for the provision of the Services
 - VIII. Comply with all applicable laws, regulations, regulatory policies, guidelines, or industry codes which may apply to the provision of the Services, and with the Mandatory Policies (where designated)
 - IX. Observe all health and safety rules and regulations and any other security requirements that apply at any of Assisttec Ltd's premises or its Clients premises when engaged on our behalf
 - X. Hold all materials, equipment and tools, drawings, specifications and data supplied by Assisttec Ltd to the Supplier (**Assisttec Ltd Materials**) in safe custody and keep materials in good condition until returned to Assisttec Ltd, and not dispose or use Assisttec Ltd materials other than in accordance with Assisttec Ltd's written instructions or authorization
 - XI. Not do or omit to do anything which may cause Assisttec Ltd to lose any license, authority, consent, or permission upon which it relies for the purposes of conducting its Services, and
 - XII. Comply with any additional obligations as set out in the Services Specification

Assisttec Ltd Remedies: If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, Assisttec Ltd shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

- I. To terminate the Contract with immediate effect by giving written notice to the Supplier
- II. To refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make
- III. To recover from the Supplier any costs incurred by obtaining substitute goods and/or services from a third party
- IV. To require a refund from the Supplier of the sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered, and
- V. To claim damages for any additional costs, loss or expenses incurred by Assisttec Ltd which are in any way attributable to the Suppliers failure to meet such dates

The undertakings set out in **Supply of Goods** clause then, without limiting or affecting the rights or remedies available to it, Assisttec Ltd shall have one or more of the following rights, whether or not it has accepted the Goods:

- I. To terminate the Contract with immediate effect by giving written notice to the Supplier
- II. To reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense
- III. To require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- IV. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- V. to recover from the Supplier any expenditure incurred by Assisttec Ltd in obtaining substitute goods from a third party; and
- VI. to claim damages for any additional costs, loss or expenses incurred by ASSISTTEC LTD arising from the Supplier's failure to supply Goods in accordance with **Supply of Goods** clause
- VII. These Conditions shall extend to any substituted or remedial services and/or repaired, or replacement goods supplied by the Supplier
- VIII. Assisttec Ltd's rights under the Contract are in addition to its rights and remedies implied by statute and common law.



Assisttec Ltd's Obligations: Assisttec Ltd shall:

- I. Provide the Supplier with reasonable access at reasonable times to Assisttec Ltd's premises for the purpose of providing the Services or delivering the Goods;
- II. Provide such necessary information for the provision of the Services as the Supplier may reasonably request

Charges and Payment: The price of the Goods:

- I. Shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
- II. Shall be inclusive of the costs of packaging, insurance, and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Assisttec Ltd

The charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Assisttec Ltd, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

In respect of the Goods, the Supplier shall invoice Assisttec Ltd on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice Assisttec Ltd on completion of the Services. Each invoice shall include such supporting information required by Assisttec Ltd to verify the accuracy of the invoice, including but not limited to the relevant purchase order number

In consideration of the supply of Goods and/or Services by the Supplier, Assisttec Ltd shall pay the invoiced amounts within 45 days of the date of a correctly rendered invoice to a bank nominated in writing by the Supplier

All amounts payable by Assisttec Ltd under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Assisttec Ltd, Assisttec Ltd shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services

The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Assisttec Ltd to inspect such records at all reasonable times on request

Assisttec Ltd may at any time, without notice to the Supplier, set off any liability of the Supplier to Assisttec Ltd against any liability of Assisttec Ltd to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by Assisttec Ltd of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise

Intellectual Property: Rights Services

All Background IPR is and shall remain the exclusive property of the Party owning it or, where applicable, the third party from which Party's right to use the Background IPR has derived, to allow for the delivery of the Services and provide any Deliverables

The Supplier grants to Assisttec Ltd a worldwide, non-exclusive, irrevocable, royalty free and non-transferrable license to use its Background IPR

Assisttec Ltd shall own all Foreground IPR in the results and all materials embodying such rights to the fullest extent permitted by law



The Supplier undertakes at Assisttec Ltd:

- I. To do all acts necessary to confirm that absolute title and all Intellectual Property Rights in all Foreground IP and Deliverables has passed, or will pass, to Assisttec Ltd;
- II. Not to register nor attempt to register any of the Foreground IPR in the Deliverables, unless requested to do so by Assisttec Ltd; and
- III. Not to give permission to any third party to use any of the Deliverables, nor any of the Foreground IPR in the same

Nothing in this Contract shall grant, assign, or confer any right, including any Intellectual Property Right in the Assisttec Ltd Materials to the Supplier

Indemnity: The Supplier shall indemnify Assisttec Ltd against all costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of 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 Assisttec Ltd arising out of or in connection with:

- I. Any claim made against Assisttec Ltd for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding Assisttec Ltd Materials), or use of the Deliverables or publication of the Deliverables
- II. Any claim made against Assisttec Ltd by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
- III. Any claim made against Assisttec Ltd by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

This clause shall survive the termination of the Contract

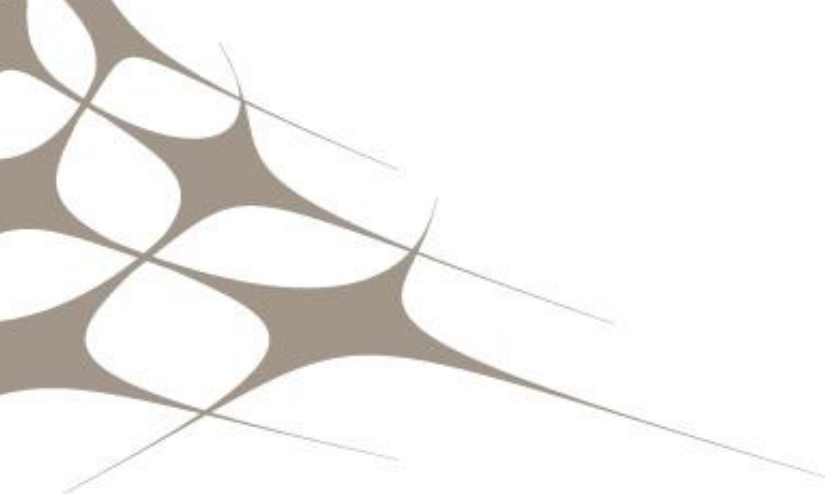
Data Protection & Data Processing: Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relive, remove, or replace, a party's obligation under the Data Protection Legislation

The parties acknowledge that for the purposes of the Data Protection Legislation, Assisttec Ltd is the data controller and the Supplier is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation)

Without prejudice to the generality of the clause, Assisttec Ltd will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data (as defined in the Data Protection Legislation) to the Supplier for the duration and purposes of the Contract

Without prejudice to the generality of clause, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Contract:

- I. Ensure that it has in place appropriate technical and organizational measures, which may be reviewed and approved by Assisttec Ltd, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing of accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting, Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and



services, ensuring that availability of and access to Personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it)

- II. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential

Not transfer any Personal Data outside of the European Economic Area unless the prior written consent of Assisttec Ltd has been obtained and the following conditions are fulfilled

- I. Assisttec Ltd or the Supplier has provided appropriate safeguards in relation to the transfer
- II. The Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies
- III. The Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that it transferred; and
- IV. The Supplier complies with reasonable instructions notified to it in advance by Assisttec Ltd with respect to the processing of the Personal Data

Assist Assisttec Ltd in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, Assisttec Ltdach notifications, impact assessments and consultations with supervisory authorities or regulators

Notify Assisttec Ltd without undue delay on becoming aware of a Personal Data Assisttec Ltdach;

At the written direction of Assisttec Ltd, delete or return Personal Data and copies thereof to Assisttec Ltd on termination of the agreement unless required by Applicable Data Processing Law to store the Personal Data; and

Maintain complete and accurate records and information to demonstrate its compliance with this clause

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the contract, and shall, on Assisttec Ltd's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance

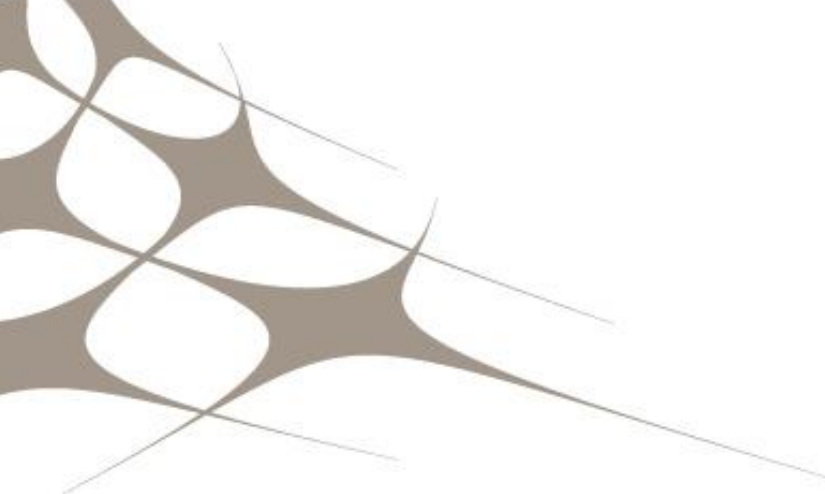
Confidentially: Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business affairs, Assisttec Ltd's clients or suppliers of the other party, except as permitted by the following clause

Each party may disclose the other party's confidential information:

- I. To its employees, officers, representatives, or advisers who need to know such information for the purpose of carrying out the party's obligations under the Contract. Each party shall ensure that its employee's officers, representatives, or advisers to whom it discloses the other party's confidential information must comply with this clause and
- II. As may be required by law, a court of competent jurisdiction or any government or regulatory authority

Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract

The Supplier shall not share any confidential information with any third party (including subcontractors) without Assisttec Ltd's express written consent



Termination: Without affecting any other right or remedy available to it, Assisttec Ltd may terminate the Contract with immediate effect by giving written notice to Supplier if:

- I. There is a change of control of the Supplier; or
- II. The Supplier's financial position deteriorates to such an extent that in Assisttec Ltd's opinion capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- III. The Supplier commits a breach Assisttec Ltdach of clause **Supply of Services**
- IV. It is found that the Supplier has provided false or inaccurate information to Assisttec Ltd in any instance
- V. For convenience by giving the Supplier 1 month's written notice

Without affecting any other right or remedy available to it, the Supplier may terminate the Contract given no less than 8 weeks' written notice to Assisttec Ltd (unless otherwise agreed between the Supplier and Assisttec Ltd in signed writing)

Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- I. The other party commits a material Assisttec Ltdach of any term of the Contract which Assisttec Ltdach is irremediable or (if such Assisttec Ltdach is remediable) fails to remedy period of 14 days after being notified in writing to do so;
- II. The other party 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) having a receiver appointed to any of its assets or ceasing to carry on business. Or
- III. The other party suspends, or threatens to suspend, or cases or threatens to cease to carry on all or a substantial part of its business

Consequence of Termination: In the event the Contract is terminated early, the Supplier shall immediately deliver to Assisttec Ltd all Deliverables whether or not then complete and return all Assisttec Ltd Materials. If the Supplier fails to do so, premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract

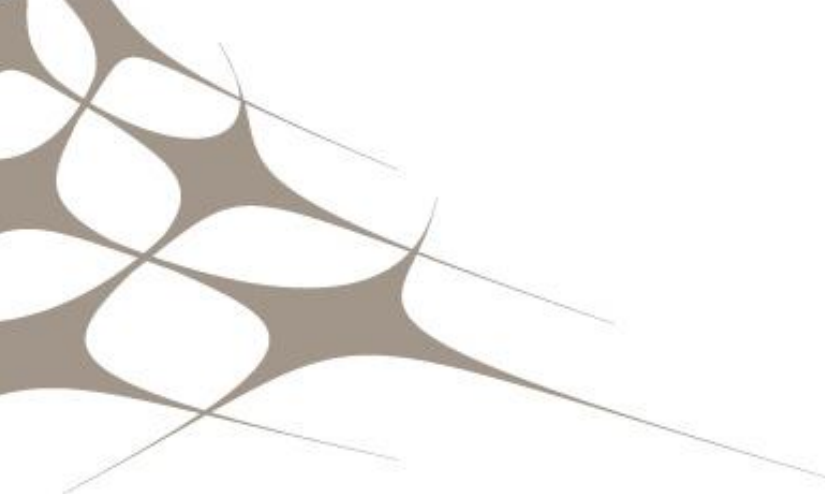
Termination or expiry of the Contract shall not affect the parties rights and remedies that have accrued as at termination or expiry., including the right to claim damages in respect of any Assisttec Ltdach of the Contract which falls on or before the date of termination or expiry

Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect

Force Majeure: Neither party shall be in Assisttec Ltdach of the Contract for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances, or causes beyond its reasonable control. If the period of delay or non-performance continues for 2 weeks, the party not affect may terminate this agreement by giving 14 days written notice to the affected party

General: Assignment and other dealings

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



Notices: Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be 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 sent by email to the address specified in the Order

A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; 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; 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 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

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution

Severance: If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract

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

No Partner 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

Entire Agreement: 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

Third Party Rights: 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

Variation: Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives

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

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