

Terms of Business

1. Interpretation

1.1 The following definitions and rules of interpretation in this clause apply in this agreement.

Affected Party: has the meaning given in clause 19.2.

Business Day: a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Commencement Date: the date stated in the Schedule as the Commencement Date.

Confidential Information: any information of a confidential nature concerning the business, affairs, customers, clients or suppliers of the other party or of any member of its Group, including but not limited to information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers.

Customer: the company detailed in the Schedule.

Delivery: completion of delivery of Products specified in an Order in accordance with clause 5.

Delivery Date: the date specified for delivery of Products specified in an Order in accordance with clause 5.

Delivery Location: such address as specified by the Customer contained in the Schedule to this agreement.

Force Majeure Event: has the meaning given in clause 19.1.

Group: in relation to a company, that company, any subsidiary or holding company from time to time of that company.

Holding company: has the meaning given in clause 1.6.

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, any rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world.

Month: a calendar month.

Order: an order for Products submitted by the Customer in accordance with clause 3.

Order Number: the reference number to be applied to an Order by the Supplier in accordance with clause 3.

Products: the products set out in the Schedule and, where the context requires, the Products ordered by and supplied to the Customer.

Product Prices: the prices of the Products as determined in accordance with clause 8 and Product Price: means the price of an individual Product as determined in accordance with that clause.

Representatives: has the meaning given in clause 15.2.

Schedule: the Schedule appended to these terms of business.

Subsidiary: has the meaning given in clause 1.6.

Supplier: COIL SLITTING (LETCWORTH) LIMITED incorporated and registered in England and Wales with company number 02880770 whose registered office is at Unit 1b Focus 4, Fourth Avenue, Letchworth Garden City, Hertfordshire, SG6 2TU.

VAT: value added tax or any equivalent tax chargeable in the UK or elsewhere.

Year: 1 January to the following 31 December.

1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the Schedules.

1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.6 A reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 [and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee]. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

1.7 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.8 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.9 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.10 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.11 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.12 A reference to writing or written includes fax and email

1.13 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.14 A reference to this agreement or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

1.15 References to clauses and Schedules are to the clauses and Schedules of this agreement; and references to paragraphs are to paragraphs of the relevant Schedule.

1.16 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.

2. Supply of products

The Supplier shall supply and the Customer shall purchase such quantities of Products as the Customer may order under clause 3 in accordance with these Terms of Business.

3. Orders

3.1 Each Order shall be deemed to be a separate offer by the Customer to purchase Products on the terms of this agreement, which the Supplier shall be free to accept or decline at its absolute discretion.

3.2 No Order shall be deemed to be accepted by the Supplier until it issues an Order Number.

3.3 Each Order shall:

- (a) be given in writing or, if given orally, shall be confirmed in writing within two Business Days; and
- (b) specify the type and quantity of Products ordered and the Products' code numbers.

3.4 The Supplier shall assign an Order Number to each Order it accepts and notify those Order Numbers to the Customer. Each party shall use the relevant Order Number in all subsequent correspondence relating to the Order.

3.5 The Customer may within 7 days of placing an Order amend or cancel an Order by written notice to the Supplier. If the Customer amends or cancels an Order, its liability to the Supplier shall be limited to payment to the Supplier of all costs reasonably incurred by the Supplier in fulfilling the Order up until the date of deemed receipt of the amendment or cancellation, except that the Customer shall have no liability to the Supplier where the amendment or

cancellation results from the Supplier's failure to comply with its obligations under this agreement.

4. Manufacture, quality and packing and installation

4.1 The Supplier shall manufacture, pack and supply the Products in accordance with all generally accepted industry standards and practices that are applicable.

4.2 The Products supplied to the Customer by the Supplier under this agreement shall:

- (a) conform to the Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier;
- (c) comply with all applicable statutory and regulatory requirements.

4.3 The Customer is responsible for ensuring that the Products are suitable for the purposes required by the Customer and the Supplier gives no warranties in this respect.

4.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from this agreement.

4.5 The Supplier shall ensure that the Products are properly packed and secured in a manner to enable them to reach their destination in good condition.

4.6 The Supplier shall obtain and maintain in force for the Term all licences, permissions, authorisations, consents and permits needed to manufacture and supply the Products in accordance with the terms of this agreement.

4.7 The Supplier shall comply with all applicable laws, enactments, orders, regulations and other instruments relating to the manufacture, packing, packaging, marking, storage, handling, and delivery of the Products.

4.8 The Customer shall ensure that all Products are installed correctly and in accordance with installation instructions. Failure by the Customer to install Products correctly shall invalidate any warranties provided by the Supplier.

5. Delivery

5.1 Delivery is completed when the Supplier places the Order at the Customer's disposal at the Delivery Location.

5.2 The Supplier may deliver Orders by instalments, which may be invoiced and paid for separately. References in this agreement to Orders shall, where applicable, be read as references to instalments.

5.3 Delays in the delivery of an Order shall not entitle the Customer to:

- (a) refuse to take delivery of the Order;
- (b) claim damages; or
- (c) terminate this agreement, subject always to clause 16.2(d) and clause 16.2(m)

The Supplier shall have no liability for any failure or delay in delivering an Order to the extent that any failure or delay is caused by the Customer's failure to comply with its obligations under this agreement.

5.4 If the Customer fails to take delivery of an Order on the Delivery Date, then, except where that failure or delay is

- caused by the Supplier's failure to comply with its obligations under this agreement:
- (a) delivery of the Order shall be deemed to have been completed at 9.00 am on the Delivery Date; and
 - (b) the Supplier shall store the Order until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 5.5 Each delivery of Products shall be accompanied by a delivery note from the Supplier showing the Order Number, the date of the Order, the type and quantity of Products included in the Order and, in the case of Products being delivered by instalments, the outstanding balance of Products specified in an Order remaining to be delivered.
- 6. Acceptance and defective products**
- 6.1 The Customer may reject any Products delivered to it that do not comply with clause 4.2, provided that:
- (a) notice of rejection is given to the Supplier:
 - (i) in the case of a defect that is apparent on normal visual inspection, within twenty four hours of Delivery;
 - (ii) in the case of a latent defect, within a reasonable time of the latent defect having become apparent; and.
 - (b) none of the events listed in clause 6.3 apply.
- 6.2 If the Customer fails to give notice of rejection in accordance with clause 6.1, it shall be deemed to have accepted these Products.
- 6.3 The Supplier shall not be liable for a Products' failure to comply with clause 4.2 in any of the following events:
- (a) the Customer makes any further use of those Products after giving notice in accordance with clause 6.1;
 - (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions for the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
 - (d) the Customer alters or repairs those Products without the written consent of the Supplier;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (f) the Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 6.4 If the Customer rejects Products under clause 6.1 then the Customer shall be entitled to:
- (a) require the Supplier to repair or replace the rejected Products; or
 - (b) require the Supplier to repay the price of the rejected Products in full.
- Once the Supplier has complied with the Customer's request, it shall have no further liability to the Customer for the rejected Products' failure to comply with clause 4.2.
- 6.5 The terms of this agreement shall apply to any repaired or replacement Products supplied by the Supplier.
- 7. Title and risk**
- 7.1 Risk in Products shall pass to the Customer on Delivery.
- 7.2 Title to Products shall not pass to the Customer until the earlier of:
- (a) the Supplier receives payment in full (in cash or cleared funds) for the Products and all other sums that are or that become due to the Supplier from the Customer for sales of Products or on any account, in which case title to these Products shall pass at the time of payment of all such sums; and
 - (b) the Customer resells those Products, in which case title to those Products shall pass to the Customer at the time specified in clause 7.4.
- 7.3 Until title to Products has passed to the Customer, the Customer shall:
- (a) store those Products separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to those Products; and
 - (c) maintain those Products in satisfactory condition and keep them insured on the Supplier's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Supplier. The Customer shall obtain an endorsement of the Supplier's interest in the Products on its insurance policy, subject to the insurer being willing to make the endorsement. On request the Customer shall allow the Supplier to inspect those Products and the insurance policy.
- 7.4 Subject to clause 7.5, the Customer may resell or use Products in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Products. However, if the Customer resells the Products before that time:
- (a) it does so as principal and not as the Supplier's agent; and
 - (b) title to those Products shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 7.5 If before title to Products passes to the Customer, the Customer becomes subject to any of the events listed in clause 16.2(d) to clause 16.2(m) inclusive, then, without limiting any other right or remedy the Supplier may have:
- (a) the Supplier may at any time:
 - (i) require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably

	incorporated into another product; and	10.2	The Supplier shall ensure that any sub-contractors also maintain adequate insurance having regard to their obligations under this agreement.
	(ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the relevant Products are stored to recover them.	10.3	The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in clause 10.1.
8.	Product prices	11.	Compliance with laws and policies
8.1	The Product Prices for the period from the Commencement Date shall be the prices set out in the Schedule.	11.1	In performing its obligations under the agreement, the Customer shall and shall procure that each member of its Group comply with all applicable laws, statutes, regulations and codes from time to time in force;
8.2	The Product Prices are exclusive of amounts in respect of VAT. The Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier any additional amounts in respect of VAT as are chargeable on a supply of Products.	11.2	The Supplier may terminate the agreement with immediate effect by giving written notice to the Customer if the Customer commits a breach of clause 16.2.
9.	Terms of payment	12.	Customer insurance
9.1	The Supplier shall be entitled to invoice the Customer for each Order on or at any time after Delivery. Each invoice shall quote the relevant Order Numbers.	12.1	During the term of this agreement, the Customer shall maintain in force, with a reputable insurance company, public liability and employers' liability insurance.
9.2	The Customer shall pay invoices in full and in cleared funds within 30 days of receipt. Payment shall be made to the bank account nominated in writing by the Supplier.	12.2	The provisions of this clause 13 shall survive termination of this agreement, however arising
9.3	If a party fails to make any payment due to the other under this agreement by the due date for payment, then, without limiting the other party's remedies under clause 16, the defaulting party shall pay interest on the overdue amount at the rate of 4% a year above National Westminster Bank plc's base rate from time to time. This interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. In relation to payments disputed in good faith, interest under this clause 9.3 is payable only after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.	13.	Limitation of liability
9.4	If the Customer disputes any invoice or other statement of monies due, the Customer shall immediately notify the Supplier in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in clause 9.2.	13.1	This clause 13 sets out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents and subcontractors) to each other for: <ul style="list-style-type: none"> (a) any breach of this agreement however arising; (b) any use made or resale of the Products by the Customer, or of any product incorporating any of the Products; and (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
9.5	All payments payable to the Supplier by the Customer under this agreement shall become immediately due and payable: <ul style="list-style-type: none"> (a) on termination of this agreement for any reason; or (b) if the Customer becomes subject to any of the events listed in clause 16.20(a) to clause 16.20(m) inclusive. <p>This clause 9.5 is without prejudice to any right to claim for interest under the law or under this agreement.</p>	13.2	Nothing in this agreement shall limit or exclude the liability of either party for: <ul style="list-style-type: none"> (a) death or personal injury resulting from negligence; or (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (d) breach of section 2 of the Consumer Protection Act 1987; or
10.	Supplier insurance	13.3	Without prejudice to clause 13.2, neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any: <ul style="list-style-type: none"> (a) loss of profit; or (b) loss of goodwill; or (c) loss of business; or (d) loss of business opportunity; or (e) loss of anticipated saving; or (f) loss or corruption of data or information; or
10.1	During this agreement the Supplier shall maintain in force the following insurance policies with reputable insurance companies: <ul style="list-style-type: none"> (a) public liability insurance with a limit of at least £2,000,000 a claim 		

(g) special, indirect or consequential damage.

suffered by the other party that arises under or in connection with this agreement.

13.4 Without prejudice to clause 13.3, the Supplier's total liability arising under or in connection with this agreement, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in all circumstances be limited to the cost of the Products.

14. Assignment and other dealings

14.1 Subject to clause 14.2, neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party.

14.2 Either party may, after having given prior written notice to the other party, assign or subcontract any or all of its rights and obligations under this agreement to a member of its Group for so long as that company remains a member of its Group. A party who assigns its rights under this agreement to a member of its Group shall procure that such company assigns such rights back to it or to such other member of its Group as it may nominate immediately before that company ceases to be a member its Group. A party who subcontracts the performance of any or all of its obligations under this agreement to a member of its Group shall immediately resume the performance of such obligations on such company ceasing to be a member its Group.

15. Confidentiality

15.1 Each party undertakes that it shall not at any time during this agreement and for a period of two years after termination disclose to any person any Confidential Information, except as permitted by clause 15.2.

15.2 Each party may disclose the other party's Confidential Information:

(a) to its employees, officers, agents, consultants or subcontractors (**Representatives**) who need to know this information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this clause 15 as though they were a party to this agreement. The disclosing party shall be responsible for its Representatives' compliance with the confidentiality obligations set out in this clause 15; and

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

15.3 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party or to be implied from this agreement. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either party now or in the future.

16 Termination and suspension

16.1 Without affecting any other right or remedy available to it, either party may terminate this agreement on giving not less than 1 weeks' notice to the other party.

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

(a) the other party fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of this agreement and that breach is irremediable or (if that breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(c) the other party repeatedly breaches any of the terms of this agreement in such a manner to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

(d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2);

(e) the other party begins negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;

(f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party;

(g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party;

(h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;

(j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to

- which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.2(d) to clause 16.2(m) inclusive;
- (l) the other party ceases, or threatens to cease, to carry on all or substantially the whole of its business;
- (m) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- (n) any Force Majeure Event prevents the other party from performing its obligations under this agreement for any continuous period of three months.
- 16.3 For the purposes of clause 16.2(b), material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit of which the terminating party would otherwise derive from a substantial portion of this agreement over the term of this agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 16.4 Without limiting its other rights or remedies, the Supplier may suspend provision of the Products under the agreement or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 16.2(d) to clause 16.2(m), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this agreement on the due date for payment.
- 17. Obligations on termination**
- 17.1 On termination of this agreement, each party shall promptly:
- (a) return to the other party all equipment, materials and property belonging to the other party that the other party had supplied to it or a member of its Group in connection with the supply and purchase of the Products under this agreement;
- (b) return to the other party all documents and materials (and any copies) containing the other party's Confidential Information;
- (c) erase all the other party's Confidential Information from its computer systems (to the extent possible); and
- (d) on request, certify in writing to the other party that it has complied with the requirements of this clause 17.
- 18. Consequences of termination**
- 18.1 On termination of this agreement the following clauses shall continue in force:
- (a) clause 10 (Supplier insurance);
- (b) clause 12 (Customer insurance);
- (c) clause 13 (Limitation of liability);
- (d) clause 15 (Confidentiality);
- (e) clause 17 (Obligations on termination);
- (g) clause 28 (Governing law); and
- (h) clause 29 (Jurisdiction).
- 18.2 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages for any breach of the agreement that existed at or before the date of termination.
- 19. Force majeure**
- 19.1 Force Majeure Event means any circumstance not in a party's reasonable control including, without limitation:
- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination, or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts [(other than in each case by the party seeking to rely on this clause, or companies in the same group as that party)];
- (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- (i) interruption or failure of utility service.
- 19.2 Provided it has complied with clause 19.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 19.3 The Affected Party shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 20 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 19.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a

continuous period of more than 6 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 4 weeks' written notice to the Affected Party.

20. Costs

Except as expressly provided in this agreement, each party shall pay its own costs incurred in connection with the negotiation, preparation, and execution and registration of this agreement and any documents referred to in it.

21. Severance

21.1 If any provision or part-provision of this agreement 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 that 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 21 shall not affect the validity and enforceability of the rest of this agreement.

21.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. Further assurance

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement.

23. Variation

No variation of this agreement shall be effective unless it is in writing and signed by both parties (or their authorised representatives).

24. Waiver

24.1 A waiver of any right or remedy under this agreement or by law shall only be effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

24.2 A failure or delay by a party to exercise any right or remedy provided under this agreement 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 this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

24.3 A party that waives a right or remedy provided under this agreement or by law in relation to one party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

25. Notices

25.1 Any notice given to a party under or in connection with this agreement 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).

25.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) 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; or
- (c) if sent by fax, at 9.00 am on the next Business Day after transmission.

25.3 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.

25.4 A notice given under this agreement is not valid if sent by email.

26. Entire agreement

26.1 This agreement 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.

26.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

26.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

26.4 Nothing in this clause 26 shall limit or exclude any liability for fraud.

27. Third party rights

Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

28. Governing law

This agreement 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.

29. 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 this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.