



## TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

### 1. INTERPRETATION

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

#### 1.1 Definitions:

<b>Business Day:</b>	Monday to Friday inclusive, excepting bank or other public holidays in England and Wales.
<b>Commencement Date:</b>	has the meaning given in clause 2.2.
<b>Conditions:</b>	these terms and conditions as amended from time to time in accordance with clause 16.8.
<b>Contract:</b>	the contract between DB ESG and the Customer for the supply of Goods and/or Services in accordance with these Conditions.
<b>Control:</b>	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be interpreted accordingly.
<b>Customer:</b>	the person or firm who purchases the Goods and/or Services from DB ESG.
<b>DB ESG:</b>	means Engineering Support Group Limited, a company registered in England and Wales with company number 03038421, trading as 'DB ESG'.
<b>DB ESG Materials:</b>	has the meaning given in clause 8.1(h).
<b>Deliverables:</b>	the deliverables set out in the Order.
<b>Delivery Location:</b>	has the meaning given in clause 4.2.
<b>Force Majeure Event:</b>	has the meaning given to it in clause 15.
<b>Goods:</b>	the goods (or any part of them) set out in the Order.
<b>Intellectual Property Rights:</b>	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or



unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

- Order:** the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form (which shall refer to and incorporate the Proposal).
- Proposal:** the proposal issued by DB ESG to the Customer for the supply of goods and/or services.
- Services:** the services, including the Deliverables, supplied by DB ESG to the Customer as set out in the Order.
- Warranty Period:** has the meaning given in clause 5.1.

1.2 A reference to writing or written includes email.

## 2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Goods or Services or Goods and Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when DB ESG issues written acceptance of the Order, at which point and on which date the Contract shall come into existence (Commencement Date). Each Order shall form the basis of a separate Contract.
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.4 Any samples, drawings, or advertising issued by DB ESG and any illustrations or descriptions of the Services contained in DB ESG's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.
- 2.5 Any proposal or quotation given by DB ESG shall not constitute an offer to supply Goods or Services, and is only valid for the duration specified within such proposal or quotation.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.



### **3. GOODS**

- 3.1 The Goods are described in the Order.
- 3.2 The Customer shall indemnify DB ESG against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by DB ESG arising out of or in connection with any claim made against DB ESG for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with DB ESG's use of any specifications for the Goods provided to DB ESG by the Customer. This clause 3.2 shall survive termination of the Contract.
- 3.3 DB ESG reserves the right to amend any specifications for the Goods provided to DB ESG by the Customer if required by any applicable statutory or regulatory requirement, and DB ESG shall notify the Customer in any such event.

### **4. DELIVERY OF GOODS**

- 4.1 DB ESG shall ensure that, where applicable, each delivery of the Goods is accompanied by a delivery note or other notice which provides details of special storage instructions (if any) and confirms any requirement for the Customer to return any packaging material to DB ESG. The Customer shall make any such packaging materials available for collection at such times as DB ESG shall reasonably request. Returns of packaging materials shall be at DB ESG's expense.
- 4.2 DB ESG shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (Delivery Location) at any time after DB ESG notifies the Customer that the Goods are ready.
- 4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. DB ESG shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide DB ESG with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If DB ESG fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. DB ESG shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide DB ESG with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 If the Customer fails to accept delivery of the Goods within three Business Days of DB ESG notifying the Customer that the Goods are ready, then except where such failure or delay is



caused by a Force Majeure Event or by DB ESG's failure to comply with its obligations under the Contract in respect of the Goods:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which DB ESG notified the Customer that the Goods were ready; and
- (b) DB ESG shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.7 If DB ESG delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, DB ESG shall make a pro rata adjustment to the invoice for the Goods.

4.8 DB ESG may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

## **5. QUALITY OF GOODS**

5.1 DB ESG warrants that on delivery, and for a period of 12 months (save where otherwise specified in the Order) from the date of delivery (Warranty Period), the Goods shall:

- (a) conform in all material respects with their description and any specification or requirements set out in the Purchase Order or otherwise agreed in writing between DB ESG and the Customer in relation to the Goods from time to time;
- (b) where they are manufactured products, be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by DB ESG.

5.2 Subject to clause 5.3, if:

- (a) the Customer gives notice in writing to DB ESG during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) DB ESG is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by DB ESG) returns such Goods to DB ESG's place of business at the Customer's cost, DB ESG shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 DB ESG shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 if:



- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow DB ESG's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of DB ESG following any drawing, design or specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of DB ESG;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
- (f) the Goods differ from their description or any specification agreed between DB ESG and the Customer as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, DB ESG shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 These Conditions shall apply to any repaired or replacement Goods supplied by DB ESG.

## **6. TITLE AND RISK**

6.1 The risk in the Goods shall pass to the Customer on completion of delivery.

6.2 Title to the Goods shall not pass to the Customer until DB ESG receives payment in full (in cash or cleared funds) for the Goods and any other goods that DB ESG has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.

6.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as DB ESG's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on DB ESG's behalf from the date of delivery;
- (d) notify DB ESG immediately if it becomes subject to the any of the events listed in clause 13.2(b) or 13.2(c); and
- (e) give DB ESG such information as DB ESG may reasonably require from time to time relating to:
  - (i) the Goods; and
  - (ii) the ongoing financial position of the Customer.



6.4 At any time before title to the Goods passes to the Customer, DB ESG may require the Customer to deliver up all Goods in its possession and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

## **7. SUPPLY OF SERVICES**

7.1 DB ESG shall supply the Services to the Customer in accordance with the Order and any specifications agreed between DB ESG and the Customer in all material respects.

7.2 DB ESG shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

7.3 DB ESG reserves the right to amend any agreed specifications for the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and DB ESG shall notify the Customer in any such event.

7.4 DB ESG warrants to the Customer that the Services will be provided using reasonable care and skill.

7.5 In performing its obligations under the Contract, DB ESG shall comply with all applicable laws, statutes, regulations and codes from time to time in force.

## **8. CUSTOMER'S OBLIGATIONS**

8.1 The Customer shall:

- (a) ensure that the terms of the Order are complete and accurate;
- (b) co-operate with DB ESG in all matters relating to the Services;
- (c) provide DB ESG, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by DB ESG to provide the Services;
- (d) provide DB ESG with such information and materials as DB ESG may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- (e) prepare the Customer's premises for the supply of the Services;
- (f) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (g) comply with all applicable laws, including health and safety laws; and
- (h) keep all materials, equipment, documents and other property of DB ESG (DB ESG Materials) at the Customer's premises in safe custody at its own risk, maintain DB ESG



- (i) Materials in good condition until returned to DB ESG, and not dispose of or use DB ESG Materials other than in accordance with DB ESG's written instructions or authorisation.
- (j) DB ESG is responsible for the performance of the Services, answerable for key milestones and for deliverables and responsible for its own method of the performance of the Services. Neither the Customer, nor any other person will, or has the right to supervise, direct or control how DB ESG or any person engaged by DB ESG, are to perform the Services.

8.2 If DB ESG's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):

- (a) without limiting or affecting any other right or remedy available to it, DB ESG shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays DB ESG's performance of any of its obligations;
- (b) DB ESG shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from DB ESG's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse DB ESG on written demand for any costs or losses sustained or incurred by DB ESG arising directly or indirectly from the Customer Default.

## 9. CHARGES AND PAYMENT

9.1 The price for Goods:

- (a) shall be the price set out in the Order; and
- (b) shall, save where otherwise specified in the Order, be inclusive of all costs and charges of packaging, insurance and transport of the Goods.

9.2 The charges for Services shall be as set out in the Order.

9.3 DB ESG reserves the right to:

- (a) increase the charges for the Services on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the first anniversary of the Commencement Date and shall be based on the latest available figure for the percentage increase in the Retail Prices Index;
- (b) increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to DB ESG that is due to:
  - (i) any factor beyond the control of DB ESG (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);



- (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or any agreed specifications for the Goods; or
- (iii) any delay caused by any requests of the Customer in respect of the Goods or failure of the Customer to give DB ESG adequate or accurate information or instructions in respect of the Goods.

9.4 In respect of Goods, DB ESG shall invoice the Customer on or at any time after completion of delivery. In respect of Services, DB ESG shall invoice the Customer on completion of milestones as set out in the Proposal.

9.5 The Customer shall pay each invoice submitted by DB ESG:

- (a) within 30 days of the date of the invoice; and
- (b) in full and in cleared funds to a bank account nominated in writing by DB ESG, and time for payment shall be of the essence of the Contract.

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

9.7 If the Customer fails to make a payment due to DB ESG under the Contract by the due date, then, without limiting DB ESG's remedies under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

9.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **10. INTELLECTUAL PROPERTY RIGHTS**

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by DB ESG.

10.2 DB ESG grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy and modify the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.

10.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 10.2.





10.4 The Customer grants DB ESG a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to DB ESG for the term of the Contract for the purpose of providing the Services to the Customer.

## **11. CONFIDENTIALITY**

11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.2.

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

- (a) to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## **12. LIMITATION OF LIABILITY**

12.1 The restrictions on liability in this clause 12 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

12.3 Nothing in the Contract limits any liability which cannot legally be limited, including (without limitation) liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.4 Subject to clause 12.3 and 12.5, DB ESG's total liability to the Customer:

- (a) for loss or damage to property including property belonging to Customer or for which it is responsible, shall be limited to £10 million in the aggregate; and
- (b) in respect of all other breaches of duty, shall not exceed the total charges payable by the Customer to ESG pursuant to the relevant Order.



- 12.5 Subject to clause 12.2 and clause 12.3, the following types of loss are wholly excluded (and DB ESG shall have no liability to Customer in respect of such losses):
- (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of use or corruption of software, data or information;
  - (f) loss of or damage to goodwill; and (g) indirect or consequential loss.
- 12.6 DB ESG has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.7 This clause 12 shall survive termination of the Contract.

### **13. TERMINATION**

- 13.1 Without affecting any other right or remedy available to it, DB ESG may terminate the Contract by giving the Customer not less than 1 months' written notice.
- 13.2 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:
- (a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 20 Business Days after receipt of notice in writing to do so;
  - (b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - (c) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 13.3 Without affecting any other right or remedy available to it, DB ESG may terminate the Contract with immediate effect by giving written notice to the Customer if:
- (a) the Customer fails to pay any amount due under the Contract on the due date for payment; or
  - (b) there is a change of Control of the Customer.
- 13.4 Without affecting any other right or remedy available to it, DB ESG may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and DB ESG if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to clause 13.2(c), or DB ESG reasonably believes that the Customer is about to become subject to it.



13.5 The Customer is under no obligation to offer DB ESG any work and DB ESG is under no obligation to accept any work that may be offered. Neither party seeks to create or imply any mutuality of obligation between themselves, either during the course of the performance of this contract for services or during any notice period.

#### **14. CONSEQUENCES OF TERMINATION**

14.1 On termination of the Contract:

- (a) the Customer shall immediately pay to DB ESG all of DB ESG's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, DB ESG shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of DB ESG Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then DB ESG may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

14.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

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

#### **15. FORCE MAJEURE**

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a Force Majeure Event). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 40 Business Days, the party not affected may terminate the Contract by giving 20 Business Days written notice to the affected party.

#### **16. GENERAL**

##### **16.1 Substitution, Assignment and other dealings**

- (a) DB ESG may utilise such persons as is necessary in order to undertake the Services and make substitutions thereof provided always such persons possess the necessary skills, qualifications and experience to provide the Services. DB ESG will remain responsible for its obligations under the agreement and will be responsible for the payment of any person(s) utilised.



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

**16.2 Notices.**

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
  - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (ii) sent by email to the address specified in the Order.
- (b) Any notice shall be deemed to have been received:
  - (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
  - (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 16.2(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

**16.3 Severance.**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 16.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

**16.4 Waiver.**

- (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**16.5 No partnership or agency.**



Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

**16.6 Entire agreement.**

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

**16.7 Third party rights.**

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

**16.8 Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

**16.9 Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**16.10 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.