

## PURCHASE TERMS AND CONDITIONS OF STRIX 06/23

### 1. Interpretation

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

#### 1.1 Definitions:

**Commencement Date:** has the meaning given in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 19.6.

**Contract:** the contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.

**Customer:** Strix Limited and/or any of its affiliates or subsidiaries who has agreed to buy the Goods from the Supplier

**Customer Materials:** has the meaning set out in clause 8.3(i).

**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).

**Delivery Location:** has the meaning given in clause 6.2(b).

**Goods:** the goods (or any part of them) set out in the Order. Goods can be raw materials or completed products.

**Goods Specification:** any specification for the Goods, including any related plans and drawings that is agreed in writing by the Customer and the Supplier.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade 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.

**Latent Defect:** a frailty or shortcoming in the Goods resulting from a departure from the Goods Specification during manufacture that could not have been discovered by a reasonably thorough inspection before acceptance of the Goods by the Customer.

**Order:** the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.

**Representatives:** the Customer's employees, officers, agents, consultants, subcontractors or professional advisers.

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

**Service Specification:** the description or specification for Services agreed in writing by the Customer and the Supplier.

**Supplier:** the person or firm from whom the Customer purchases the Goods and/or Services.

#### 1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (d) A reference to **writing** or **written** excludes fax but includes email.

### 2. Basis of contract

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing written acceptance of the Order; or
- (b) any act by the Supplier consistent with fulfilling the Order,

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

2.3 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 law, trade custom, practice or course of dealing.

2.4 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.

2.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

### 3. Supply of Goods

3.1 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and any applicable Goods Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
- (c) where they are manufactured products, be free from defects in design, materials and workmanship at the time of delivery and remain so for a period of 12 months from delivery, or such period in line with the Supplier's legal guarantee of conformity, or such period in line with the Goods Specification or agreed elsewhere in writing, whichever period is the longest;
- (d) where they are raw materials, be free from defects and remain so for up to a maximum of 3 months, of which, up to 1 month may be in finished component form, unless agreed otherwise in writing;
- (e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
- (f) not contain any raw materials or parts which are sourced from an area or country that contravenes the embargoed and sanctioned list of territories; and
- (g) either (i) not contain any hazardous materials, or (ii) if the Goods do contain such hazardous materials, such quantity of the hazardous materials does not contravene regulatory requirements, and that the Goods have been properly marked or labelled with warning language compliant with regulatory requirements.

3.2 The Supplier shall ensure that they are either entitled to sell the Goods as the owner of the Goods, or the Supplier has the authority to sell the Goods for and on behalf of a third party.

3.3 During the duration of the Contract and for 3 years following the expiration or termination of the Contract, the Supplier shall provide the Goods (and any spare parts) to the Customer. Notwithstanding the aforementioned, if the Supplier intends to cease production and/or supply of the Goods (or the spare parts), the Supplier shall immediately notify the Customer in writing, but such a notice shall not be less than 12 months prior to the date of the planned termination of production/supply, and the Customer shall have the opportunity to place the last order for such Goods (and/or spare parts).

3.4 All Orders relating to the purchase of tools and equipment are issued on the understanding and agreement between the Customer and the Supplier that all tools, equipment, drawings and anything else pertaining thereto in relation to the tools and equipment, are the absolute property of the Customer, unless otherwise explicitly stated on the Order.

3.5 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3.6 The Customer 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.

3.7 If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings in clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.8 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions. The costs of such inspections shall be borne by the Supplier unless agreed otherwise in writing between the Customer and the Supplier.

3.9 The Supplier shall not be liable for demurrage, detention or delays in unloading inbound vehicles, or detention or delays in obtaining and loading vehicles for outbound shipment unless the Supplier has failed to exercise reasonable care and judgement as determined and expected by good industry practice.

### 4. Pre-Production Samples

4.1 The number of pre-production samples of the Goods prior to first batch mass production provided by the Supplier to the Customer shall be no less than 9 (nine), of which 2 (two) shall be golden samples, and 7 (seven) being sales samples. All costs incurred in providing pre-production samples, shall be borne by the Supplier. All pre-production samples must pass all aspects of the Customer's inspections and conform to the Goods Specification. In the event of any of the pre-production samples fail any part of the Customer's inspection or fail to conform to the Goods Specification, the Supplier shall correct the defects, and the Supplier shall (at its own expense) provide a further set of 9 (nine) pre-production samples and shall reimburse the Customer of all inspection expenses incurred by the Customer.

4.2 All pre-productions samples shall be in full colour packaging with all printed materials and inner packing (where applicable), unless otherwise instructed by the Customer. The Customer shall inform the Supplier in writing where the samples should be sent for inspection.

4.3 The Supplier shall not commence supplying the Customer with the Goods until the Customer has communicated its approval of the samples to the Supplier in writing.

## 5. Pre-Shipment Inspection

5.1 The Supplier shall ensure that it has systems in place to control shipping of the Goods so that only Goods approved for release are distributed. The Supplier shall ensure that no obsolete, rejected, expired or deteriorated Goods are shipped to the Customer.

5.2 The Supplier shall ensure that all pre-shipment inspections are scheduled timely prior to all shipments. The Supplier shall inspect the Goods prior to any shipping. Such inspection shall be performed in the customs territory in which the Goods are manufactured. The inspection shall include (but not be limited to) activities relating to the verification of the quality, the quantity, the price and the customs classification of the exported Goods.

5.3 All costs incurred in the pre-shipment inspection of the Goods shall be borne by the Customer provided that the Goods pass all aspects of the pre-shipment inspections and conform to the Goods Specification that has been approved by the Customer. In the event of the Goods failing any part of the pre-shipment inspection (other than a failure due to a Strix component), the Supplier shall (at its own expense) correct the defects by either repairing or replacing the defective Goods as per the written request of the Customer, and shall pay the Customer for any re-inspection expenses incurred by the Customer.

5.4 The Supplier shall ensure that all Goods that have passed pre-shipment inspection, shall be ready for timely dispatchment and in accordance with dispatchment date specified in the Order.

## 6. Delivery of Goods

6.1 The Supplier shall ensure that:

- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- (b) each delivery of the Goods is accompanied by a delivery note which shows the full address for delivery, the full name and address of the Supplier, date of the Order, the Order number (if any), 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 instalments, the outstanding balance of Goods remaining to be delivered; and
- (c) it states clearly on the delivery note any requirement for the Customer 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.

6.2 The Supplier shall deliver the Goods:

- (a) on the date specified in the Order or, if no such date is specified, then within 28 days of the date of the Order;
- (b) to the Customer's premises or such other location as is set out in the Order or as instructed by the Customer before delivery (**Delivery Location**); and
- (c) during the Customer's normal hours of business, or as instructed by the Customer.

6.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location, or in accordance with the Incoterms specified in the Order.

6.4 If the Supplier:

- (a) delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or
- (b) delivers more than 105% of the quantity of Goods ordered, the Customer may at its sole discretion reject the Goods or the excess 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 the Customer accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

6.5 The Supplier shall not deliver the Goods in instalments without the Customer'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 the Customer to the remedies set out in clause 9.

6.6 Title and risk in the Goods shall pass to the Customer on completion of delivery.

## 7. Acceptance and defective Goods

7.1 The Customer shall not be deemed to have accepted any Goods until it (or its Representatives) has had a reasonable time to inspect them following delivery, or, in the case of a Latent Defect in the Goods, until a reasonable time after the Latent Defect has become apparent.

7.2 If any Goods delivered to the Customer do not comply with the undertakings set out in clause 3.1, or the Customer reasonably becomes aware of any Latent Defect(s) in the Goods, or are otherwise not in conformity with the terms of these Conditions, then, without limiting or affecting any other rights or remedies available to it, the Customer may use the rights and remedies set out in clause 9.3 below.

7.3 The Customer shall (at the Supplier's expense) provide the Supplier with evidence of such defective Goods, together with batch number. The Customer is not obliged to send samples of the defective Goods to the Supplier, but merely provide the Supplier with evidence of the defective Goods.

7.4 The Customer's rights and remedies under these Conditions are in addition to the rights and remedies available to it in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into these Conditions by the Sale of Goods Act 1979.

## 8. Supply of Services

8.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Contract.

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

8.3 In providing the Services, the Supplier shall:

- (a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- (b) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) 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;
- (d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;

(i) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation;

(j) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and

(k) comply with any additional obligations as set out in the Service Specification.

## 9. Customer remedies

9.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, the Customer shall, using its absolute discretion and, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;

(b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

(c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;

(d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and

(e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

9.2 If the Goods are not delivered by the applicable date or the Services are not performed by the applicable date, or both, the Customer may, using its absolute discretion, by way of liquidated damages claim or deduct a percentage of the price of the Goods for the delay in delivery of the Goods and/or claim or deduct a percentage of the price of the Services for the delay in performance of the Services. If the Customer exercises its rights in respect of late delivery under this clause 9.2 it shall not be entitled to any of the remedies set out in clause 9.1 in respect of the late delivery of the Goods. If the Customer exercises its rights in respect of late performance under this clause 9.2 it shall not be entitled to any of the remedies set out in clause 9.1 in respect of the late performance of the Services.

- 9.3 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - (b) 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;
  - (c) to require the Supplier to repair or replace the rejected Goods at the Supplier's risk and expense, or to provide a full refund of the price of the rejected Goods (plus any reasonable freight costs);
  - (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
  - (e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
  - (f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3.1.
- 9.4 If the Supplier has supplied Services that do not comply with the requirements of clause 8.3(d) then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
  - (c) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services;
  - (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
  - (e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
  - (f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with clause 8.3(d).
- 9.5 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 9.6 The Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

## 10. Charges and payment

- 10.1 The price for the Goods:
- (a) 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
  - (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods, or in accordance with the Incoterms specified in the Order. No extra charges shall be effective unless agreed in writing and signed by the Customer.
- 10.2 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 the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 10.3 In respect of the Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant purchase order number.
- 10.4 In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the correctly rendered invoiced amounts to a bank account nominated in writing by the Supplier. Unless otherwise agreed in writing, such invoiced amounts shall be paid at the end of the second calendar month following the month during which the Goods and/or Services were delivered. Such payment by the Customer is not to be constituted as any waiver of the Customer's rights under clauses 9.3 and 9.4 above, and such payment will be made in the currency specified on the Order of a correctly rendered invoice.
- 10.5 All amounts payable by the Customer 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 the Customer, the Customer 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.
- 10.6 The Customer shall be entitled to the Supplier's standard discount for prompt payment.
- 10.7 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party 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 will accrue each date 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 the base rate is below 0%.

10.8 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 the Customer to inspect such records at all reasonable times on request.

10.9 The Customer may, at any time, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract. If the amounts to be set off are expressed in different currencies, the Customer may convert either amount at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

## 11. Intellectual property rights

11.1 The Supplier represents and warrants that the Goods do not directly or indirectly infringe any third party intellectual property.

11.2 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier.

11.3 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence for a specified time agreed between the parties to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables.

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

11.5 The Supplier acknowledges that all rights in the Customer Materials are and shall remain the exclusive property of the Customer.

## 12. Indemnity

12.1 The Supplier shall indemnify, defend and protect the Customer 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 professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:

- (a) any claim made against the Customer 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 the Customer Materials);
- (b) any claim made against the Customer 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
- (c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

12.2 This clause 12 shall survive termination of the Contract.

## 13. Insurance

13.1 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 the Customer'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.

13.2 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under these Conditions which they are contracted to fill.

13.3 If the Supplier fails or is unable to maintain insurance in accordance with clause 13.1 above, the Customer may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all costs and expenses it incurs in doing so from the Supplier.

## 14. Confidentiality

14.1 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 14.2.

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

- (a) To its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 14; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 Neither party shall use the 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.

**15. Compliance with relevant laws and policies.** In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force, together with any Customer's business policies and codes.

**16. Termination**

16.1 The Customer may terminate the Contract for convenience by giving the Supplier not less than 60 days' written notice.

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

- (a) the Supplier commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (b) the Supplier 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), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the Supplier'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.

**17. Consequences of termination**

17.1 On termination of the Contract, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's 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.

17.2 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 breach of the Contract which existed at or before the date of termination or expiry.

17.3 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.

**18. 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. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

**19. General**

**19.1 Assignment and subcontracting.**

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

**19.2 Notices.** All notices under the Contract shall be in writing and shall be delivered personally or by first class post, air-mail, registered or recorded post or by email transmission in every case to the other party's address that is specified in the Order.

**19.3 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 19.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**19.4 Waiver.**

- (a) Except as set out in clause 2.5, 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.

- 19.5 Third party rights.** A person who is not a party to the Contract shall not have any rights or in connection with it.
- 19.6 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.
- 19.7 Governing law and Jurisdiction.** 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 and is subject to the non-exclusive jurisdiction of the courts of England Wales.