



HEWLAND

ENGINEERING LIMITED

General Terms and Conditions

Issue 1.1

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General Terms and Conditions ('The Conditions')

1. Definitions

1.1 The definitions and rules of interpretation in this Clause apply in these Conditions and the following Clauses ("**Clauses**"):

Client means the recipient of the Proposal or, if different, the person or entity to whom the invoices raised under the Contract are addressed

Company Hewland Engineering Limited (company number 00584792)

Contract means any contract between the parties for the sale of goods and/or services which incorporate these Conditions, the relevant Order Acknowledgement or Purchase Order and the Proposal

Delivery means the release by the Company for delivery of the goods at our premises on an ex-works basis or our delivery of the services at the premises notified by the Company to the Client

Force Majeure Event means any event outside the reasonable control of the party liable to perform, including without limitation, act of God, industrial disputes, fire, flood, lightning, war, revolution, act of terrorism, riot, civil commotion, failure of power supplies or shortage of fuel, transport, equipment, raw materials or other goods or services.

Order means the request by the Client to the Company for the supply of goods and/or services in return for payment of the specified sums at the specified times as set out in the Proposal, which the Client makes by sending the Company a purchase order or other document confirming the goods and/or services required by it

Order Acknowledgement means the confirmation by the Company, whether orally or in writing (by electronic means or otherwise), of the Order placed by the Client

Proposal means the document supplied by the Company setting out the technical specifications of any scope of work and all other salient aspects of the goods and/or service to be supplied by the Company

1.2 Headings in these Clauses shall not affect their interpretation.

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



1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 A reference to "writing" or "written" includes faxes and e-mail.

1.6 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

2. Formation of Contract and Application of Conditions

2.1 These Clauses shall:

2.1.1 apply to and be incorporated into the Contract; and

2.1.2 prevail over any inconsistent terms or conditions contained, or referred to, in the Client's purchase order, confirmation of order, acceptance of a quotation, or specification or other Document supplied by the Client, or implied by law, trade custom, practice or course of dealing.

2.2 The Client's purchase order, or the Client's acceptance of a quotation for goods and/or services to be provided by the Company, constitutes an offer by the Client to purchase the goods and/or services on the terms of these Clauses. No offer placed by the Client shall be accepted by the Company other than:

2.2.1 by a written acknowledgement issued and executed by the Supplier; or

2.2.2 (if earlier) by the Supplier starting to provide the Services,

when a contract for the supply and purchase of the goods and/or services on the terms of these Clauses will be established. The Client's standard terms and conditions (if any) attached to, enclosed with or referred to in any purchase order or other document shall not govern the Contract.

2.3 Quotations are given by the Company on the basis that no Contract shall come into existence except in accordance with Clause 2.4. Any quotation is valid for the period stated in the Proposal or other tender document (whether issued electronically, in writing or otherwise) or, if no period is stated, for a period of 30 days from the date on which it was given, provided that the Company has not previously withdrawn it.

2.4 The Company's employees, sub-contractors and/or agents are not authorised to make any representations and/or make or give any warranties concerning any goods and/or services and the Client can only rely on the representations and/or warranties given in these Conditions and no others.

3. Orders

3.1 Any Order placed by the Client will constitute an offer capable of acceptance by the Company. The Company is not obliged to accept the Order and the Company reserves the right to refuse an Order without giving a reason.



- 3.2 Each Order accepted by the Company shall constitute a separate and severable contract.
- 3.3 The Order placed by the Client must include a reference to the Proposal that it is in relation to (including stating the unique reference number of the Proposal).
- 3.4 The availability of resources set out in, and to meet the requirements of, the Proposal, are entirely subject to the acceptance of the Proposal by the Client within the timeframe set out in the Proposal.
- 3.5 Subject to Clause 3.6 and Clause [6], you may cancel an Order at any time prior to the issue of an Order Acknowledgement by the Company to the Client. Once an Order Acknowledgement has been issued, the Contract between the Company and the Client has entered into full force and effect.
- 3.6 If the Order is for goods and/or services which are, or are to be, customised for the Client's specific and particular requirements, then the Order may not be cancelled once placed and the client remains liable for any and all costs incurred prior to cancellation.
- 3.7 If the Client wishes to make changes or amendments to an Order, then the Company may accept these upon acceptance by the Client of any revised costs, timeframe and other amendments to the Contract proposed by the Company.

4. Supply of Services and Warranties

- 4.1 Time for the supply of the goods and/or services is not of the essence.
- 4.2 The Proposal will set out the details of dates by which the Company expects to be able to supply the goods and/or services but if this is delayed by factors outside the Company's control, such as a Force Majeure Event, then the Company shall deliver as soon as is practicable thereafter.
- 4.3 It is acknowledged and agreed by the Client that the supply of the goods and/or services by the Company is dependent upon the Client's full, timely and accurate co-operation. If the Company is unable to provide any of the goods and/or services due to the Client's lack of co-operation or timeliness in respect thereof, then it is agreed that the Company may charge its reasonable costs incurred as a result of such actions, or lack thereof, including but not limited to staff and machinery down time, third party supplier costs and penalty clauses.
- 4.4 The Company will at all times use its best endeavours to ensure the accuracy of any statement in any document or discussion prior to conclusion of any Contract but no liability whatsoever shall be incurred by the Company in respect of any representation made by the Company, its employees and/or agents to the Client where such representation related or refers in any way to
 - 4.4.1 the correspondence of the goods to any description; or,
 - 4.4.2 the quality of the goods; or,
 - 4.4.3 the fitness of the goods for any purpose whatsoever.



4.5 No liability whatsoever shall be incurred by the Company to the Client in respect of any express terms of these Conditions (including any liability arising from the breach of such terms) which relates or refers in any way to

4.5.1 the correspondence of the goods to any description; or,

4.5.2 the quality of the goods; or,

4.5.3 the fitness of the goods for any purpose whatsoever.

4.6 All warranties, conditions and other terms implied by statute or common law as to:

4.6.1 the correspondence of the goods to any description; or,

4.6.2 the merchantable quality of the goods; or,

4.6.3 the fitness of the goods for any purpose whatsoever (whether made known to the Company or not)

are, to the fullest extent permitted by law, excluded from the Contract and are hereby excluded from these Conditions.

4.7 The Client acknowledges and agrees that the goods are supplied for use in advanced engineering applications and/or for product development, evaluation or experimentation and therefore may operate under extreme loads and conditions and the Client therefore further acknowledges and agrees that it is the Client's sole responsibility to ensure that the goods are correctly inspected, adjusted installed and maintained at all times to suit the specific conditions in which they are used.

4.8 The Company will repair or replace at its option any part of goods which, subject to Clause 4.7, shall prove by reason of any defect in workmanship or materials relating to the goods to be unfit for purpose, and which shall arise within 4 weeks of Delivery to the Client, provided that any such fault is notified in writing to the Company within 10 days of the date on which such fault was or ought reasonably to have been discovered and provided that the goods or the relevant part thereof, if so requested by the Company, are returned carriage-paid to the premises of the Company.

4.9 All works pursuant to this warranty shall be carried out by the Company free of charge to the Client save that, if the cost of such works shall be increased by reason of any use of the goods after any fault ought reasonably to have been discovered, such increase shall be paid by the Client.

4.10 If the work required is as result of misuse of the goods by the Client or any use of the goods after any fault has been discovered, the warranty is rendered invalid.

5. Limitation of Liability

5.1 This Clause 5 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Client in respect of:



- 5.1.1 any breach of the Contract;
 - 5.1.2 any use made by the Client of the goods or services, or any part of them;
 - 5.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract; and,
 - 5.1.4 any liability arising under Clause 5.2.
- 5.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 5.3 Nothing in these Clauses limits or excludes the liability of the Company:
- 5.3.1 for death or personal injury resulting from negligence; or
 - 5.3.2 for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by the Company.
- 5.4 Subject to Clause 5.2 and Clause 5.3, the Company shall not be liable for:
- 5.4.1 loss of profits; or
 - 5.4.2 loss of business; or
 - 5.4.3 depletion of goodwill and/or similar losses; or
 - 5.4.4 loss of anticipated savings; or
 - 5.4.5 loss of goods; or
 - 5.4.6 loss of contract; or
 - 5.4.7 loss of use; or
 - 5.4.8 loss of or corruption of data or information;
 - 5.4.9 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; or,
 - 5.4.10 any defect arising from any design or specification that the Client provided to the Company;
 - 5.4.11 any defect arising from any adjustments, alterations or other work performed on or to the goods by any person other than the Company; or,



5.4.12 any costs or damages arising from the Client's failure to ensure the goods are used in conformity with all applicable motorsport regulations, automotive legislation, aerospace standards and/or any other applicable rules, laws and regulations.

5.5 The Company's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to 100% of the price paid (excluding VAT or similar taxes) by the Client for the goods and/or services actually delivered or provided to the Client and which have given rise to the claim.

5.6 The Company does not warrant, guarantee or undertake on behalf of any third party Company that any internet access will be secure, uninterrupted or error free or of any particular level of availability or quality of internet access, and shall not under any circumstances be liable for any interruptions or downtime of any server in respect of the Delivery of information to the Client or by the Client to the Company.

5.7 The Client acknowledges and agrees that the allocation of risk in this Clause 5 is fair and reasonable having regard to all the circumstances and in particular to:

5.7.1 the price to be paid by the Client for the goods and/or services;

5.7.2 the Company has no control over how the goods and/or services may be used by the Client; and

5.7.3 the Client is able to rely upon its own insurances to bear or recover any losses that it incurs.

In entering into the Contract the Client acknowledges and confirms that it has had reasonable opportunity to take independent legal advice regarding the limitations of liability contained herein and that the Client has had the opportunity to discuss such limitations with the Company and amend them where possible.

6. Retention of Title

6.1 The sole and absolute title to the goods remains with the Company until payment in full of all the sums, including any VAT, due to the Company under these Conditions has been made.

6.2 Until title and ownership has passed to the Client, the Client must not destroy, deface or damage any packaging or identifying marks of the Company.

6.3 If the Client sells the goods before it has taken title to them, any and all monies thereby received shall be held by the Client on trust for the Company without prejudice to any other claim or claims that the Company may have against the Client in respect of the goods.

7. Risk

The risk in the goods will pass to the Client at any time of Delivery.

8. Delivery

8.1 Delivery dates quoted by the Company are estimates only and non-binding. Whilst the Company will use



its best endeavours to affect Delivery at the time estimated, time for Delivery shall not be of the essence.

- 8.2 The time of Delivery is at the time at which the goods are made available for transportation by the Company.
- 8.3 The Company will use its best endeavours to ensure that the goods are ready for Delivery at the time or times agreed, but shall not be liable for non-Delivery or delays in Delivery caused by factors beyond its control including strikes or other industrial action, failure of plant machinery, or supplier of the goods, intervention of Government, fire, accident, Act of God or other force majeure.
- 8.4 Any delay in Delivery shall not entitle the Client to refuse to accept the goods and/or refuse to pay in full for the goods.
- 8.5 Cancellations or amendments to orders after the issuance of an Order Acknowledgement cannot be accepted without the Company's agreement in writing.
- 8.6 The Company reserves the right to make Delivery by instalment and each instalment shall be deemed to be sold under separate Conditions, and no failure or delay in Delivery of neither any instalment nor any defect in the contents thereof shall entitle the Client to treat the Conditions as repudiated with regard to any remaining instalments.
- 8.7 In any case in which the Company transports, or arranges to transport, goods on behalf of the Client, the Company shall be under no liability to the Client for loss or damage arising in the course of such transport unless such loss or damage is proved to be due to the default of the Company, its servants or agents. In case of such liability, the obligation of such liability shall be limited to the repair or replacement of goods lost or damaged.
- 8.8 Non-Delivery of goods must be notified in writing to the Company within 7 days of anticipated arrival. Partial Delivery, pilferage or breakage should be reported in writing to the relevant carrier within 3 days of Delivery. Where pilferage or damage is alleged, it is essential that the Client sign the carrier's delivery slip indicating the actual condition of the consignment and that the Client retains the packaging for inspection. Unless these conditions are adhered to, the Company cannot accept any responsibility for losses.
- 8.9 Items included in the Company's regular stock range will be accepted for return by arrangement (providing these are unused). Non-stock or specially manufactured items cannot be accepted for return unless prior written agreement is given by the Company. The Company reserves the right to charge all handling, re-inspection and re-packing costs in respect of returned goods, at a prevailing rate per item.
- 8.10 The Company reserves the right to charge carriage, packing and handling if asked to arrange Delivery.

9. Price, Payment and Cancellation Terms

- 9.1 Unless specifically agreed in writing otherwise, all costs for goods and/or services are stated and payable in pounds sterling and are exclusive of any delivery charges, insurance, VAT, export or import duties and any similar taxes. All taxes are payable by the Client at the rate prevailing upon Delivery.



- 9.2 All prices are stated to be ex works.
- 9.3 If the costs of the goods to the Company shall increase at any time between the date of Order Acknowledgement and payment in-full by the Client by reason of fluctuation in exchange rates, increase in raw material or sub-contractor costs, variation in rates of duty or any other reason whatsoever, the Company shall be entitled to increase the price of the goods to the Client by the amount of such increased costs. The Company may amend the price to take into account any accidental error or any variation in the contract agreed with the Client.
- 9.4 Prices for the Company's standard stock are subject to change without notice and goods can only be supplied at prices ruling at date of Delivery unless agreed otherwise in advance in writing.
- 9.5 Terms of payment are 50% with order and the balance to be paid on Delivery. These terms shall be strictly adhered to and no variation will be permitted unless expressly agreed to in writing.
- 9.6 The Client acknowledges and agrees that, in the event that the project is terminated by the client, all costs for which an invoice has been raised by the Company, including but not limited to pattern contributions and deposit payments, will be forfeited on the part of the client.
- 9.7 Where the Company determines anticipated lead time to exceed 12 weeks, the Company reserves the right to implement stage payment terms of up to 25% of the total value of deliverable goods at intervals to be specified at the Company's option.
- 9.8 The Company reserves the right, without prejudice to any other right or remedy available to it, to charge interest on the unpaid amount from the due date until settlement in full of all sums owing.
- 9.9 All costs owed to the Company shall be made without deduction, abatement, counterclaim, set off or discount.
- 9.10 Time shall be of the essence for payment and due payment of the price and each instalment thereof shall be a condition precedent to the liability of the Company in respect of the goods and to the warranties in respect thereof.
- 9.11 Notwithstanding Clause 9.8, the Company reserves the right to suspend Delivery and /or production and/or cancel entirely the Contract for any goods and/or services where the Client has not met its payment terms without further liability to the Client.
- 9.12 The Client will also be responsible for meeting all costs and expenses (including legal costs) incurred in the collection of any overdue amounts.
- 9.13 Payments made by credit card will be subject to a 3% additional handling charge. Payments made by cheque will be subject to a £25.00 handling charge on UK transactions, and £50.00 charge on international transactions respectively. Payments by BACS, Faster Payments, wire transfer or debit cards will incur no additional charges.



10. Specification

The Company reserves the right to vary from time to time the specification of goods as set out in their catalogues or other literature. Unless such variation shall adversely affect the performance of the goods, the Client shall remain bound to accept Delivery thereof.

11. Intellectual Property

- 11.1 The Company reserves the right of the ownership of all the plans, designs, drawings, tooling, samples and specifications relating to the goods and such documents shall not be copied, reproduced, assigned, transferred or shown to third parties within the consent of the Company.
- 11.2 Where the Client has requested that goods be made to its design and that design incorporates third party intellectual property rights, it is the Client's sole responsibility to obtain written permission for such use from the relevant third party.
- 11.3 Where work is done to the Client's specific requirements and that infringes, or is alleged to infringe, third party rights, then the Client hereby acknowledges and agrees to indemnify the Company against all and any costs, damages, penalties and expenses that the Company may incur or become liable for as a result of such actual or alleged infringement.
- 11.4 Intellectual property belonging to the Company and relating to any Contract for which the Client has made a design contribution may be retained for a maximum of five years, after which it may be destroyed, or utilised for any other commercial or intellectual purpose at the discretion of the Company.

12. Termination

- 12.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:
 - 12.1.1 the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or
 - 12.1.2 the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach; or
 - 12.1.3 the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or
 - 12.1.4 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 (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply; or



- 12.1.5 the other party commences 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 its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
 - 12.1.6 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
 - 12.1.7 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; or
 - 12.1.8 a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; or
 - 12.1.9 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; or
 - 12.1.10 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; or
 - 12.1.11 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 12.1.40 to Clause 12.1.10 (inclusive); or
 - 12.1.12 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or,
 - 12.1.13 the other party makes, threatens, whether orally or in writing (whether in hard copy, by any electronic medium or otherwise), to adversely affect the ongoing operations of the other party's business or that of any of its affiliates (provided that this clause shall not apply to any action taken by the Company in accordance with this Agreement or at any time that the Client has not paid the fees by the due date).
- 12.2 Without prejudice to any other rights or remedies which the Company may have, the Company may terminate the Contract without liability to the Client:
- 12.2.1 on 3 months' written notice to the Client if there is a change of control of the Client (as defined in Section 574 of the Capital Allowances Act 2001); and
 - 12.2.2 immediately if the Client or any of its employees or agents engages in any conduct that is



prejudicial to the Company and fails to remedy such action within 7 days of such being notified to the Client;

12.2.3 if the Client has, within a continuous period of six months, failed to pay the costs due under the Contract in cleared funds on the due date on more than two occasions.

12.3 On termination of the Contract for any reason the Services shall immediately cease and:

12.3.1 the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of any goods and/or services supplied but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt;

12.3.2 the Client shall return to the Company all confidential information and all materials, equipment and tools, drawings, specifications and data as soon as reasonably practicable;

12.3.3 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

12.4 On termination of the Contract (however arising), the following Clauses shall survive and continue in full force and effect:

12.4.1 Clause 5:

12.4.2 Clause 6:

12.4.3 Clause 7:

12.4.4 Clause 9: and

12.4.5 Clause 11

13. Force Majeure

13.1 A party, provided that it has complied with the provisions of Clause 13.2, shall not be in breach of the Contract, nor liable for any failure or delay in performance of its obligations under the Contract (other than a payment of money where some part of the goods and/or services are not affected by the Force Majeure Event) arising from a Force Majeure Event.

13.2 A party that is subject to a Force Majeure Event shall not be in breach of the Contract provided that:

13.2.1 it notifies the other party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance within 2 Business Days of the first happening of the Force Majeure Event; and

13.2.2 it has used reasonable endeavours to mitigate the effect of the Force Majeure Event to carry out



its obligations under the Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.

13.3 If the Force Majeure Event continues for a continuous period of more than 1 month, either party may terminate the Contract by giving 14 days' written notice to the other party. On the expiry of this notice period, the Contract will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Contract occurring prior to such termination.

14. Variation

14.1 The Company may, from time to time change the goods and/or the services or any part of the Clauses, provided that such changes do not materially affect the nature or quality of the Services and, where practicable, it will give the Client at least 30 days' notice of any change via an update on the Company's website (www.hewland.com/T&Cs).

14.2 Subject to Clause 14.2, no variation of the Contract or these Clauses shall be valid unless it is in writing and signed by or on behalf of each of the parties.

15. Waiver

15.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

15.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

16. Severance

16.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

16.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17. Entire Agreement

17.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

17.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).



17.3 Any typographical, clerical or other error in any sales literature, marketing materials, quotation, price list or other Document issued by the Company or contained on any part of the Company's website shall be subject to correction without any liability on the part of the Company. For the avoidance of doubt, the Company's brochure and other sales literature or marketing materials either appearing on the Company's website or in printed form are not incorporated into and do not form part of the Contract.

17.4 Nothing in this Clause shall limit or exclude any liability for fraud.

18. Assignment

18.1 The Client may not, without the prior written consent of the Company (such consent not to be unreasonably withheld), assign, in whole or in part, its rights under the Contract.

18.2 The Company is entitled, upon giving 14 days written notice, to assign the whole or part of its rights under the Contract to another member of its group.

18.3 Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

19. No Partnership or Agency

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

20. Rights of Third Parties

A person who is not a party to the Contract shall not have any rights under or in connection with it.

21. Notices

21.1 Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded Delivery or by commercial courier to the other party and for the attention of the person specified in the Order Form, or as otherwise specified by the relevant party by notice in writing to the other party.

21.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in the Order Form or, if sent by pre-paid first-class post or recorded Delivery, at 9:00am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's Delivery receipt is signed.

21.3 This Clause 21 shall not apply to the service of any proceedings or other documents in any legal action.

21.4 For the avoidance of doubt, any notice or other communication required to be given under or in connection with the Contract shall be validly served if sent by e-mail and will be deemed to be received at the time of sending.



22. Limitation Period, Governing Law and Jurisdiction

- 22.1 Notwithstanding any other provision of the Contract, no proceedings shall be commenced against the Company under the Contract more than 6 months after the event giving rise to the proceedings has occurred (save in the event of fraud or deliberate concealment by the Company).
- 22.2 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 22.3 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.