



STANDARD TERMS AND CONDITIONS

SUPPLY OF PRODUCTS

1. Interpretation

Affiliate: means with respect to a Party, an entity or company which directly or indirectly, through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Party.

Business Day: a weekday which is not a public holiday in the Supplier's location or the Delivery Location, when banks are open for business.

Commencement Date: the date an order becomes a Firm Order, or as otherwise agreed between the Parties in writing.

Confidential Information: has the meaning ascribed to it in clause 15.3.

Contract: these Terms and Conditions and the Proforma Invoice, as may be varied from time to time in accordance with the Contract.

Control: means the ability to direct the affairs of another person, whether by virtue of the ownership of shares, contract or otherwise.

COVID-19 event: means the current coronavirus epidemic or pandemic or any resurgence or additional waves thereof occurring after the Commencement Date (collectively "COVID-19") including, but not limited to, any full or partial quarantine requirements, travel restrictions, social separation, or other steps to contain or prevent the spread of COVID-19 issued or adopted as a result thereof including any mandatory governmental, local authority, municipal, statutory instrument, regulation, rule, bye-law, order, code or direction having force of law being imposed, whether before or after the Commencement Date as a result of COVID-19.

Delivery Location: the address where the Products will be delivered to, as set out in the Proforma Invoice, or as otherwise agreed between the Parties in writing.

Estimated Dispatch Date: the date when the Supplier estimates the Product will be available for loading, or will be loaded by Supplier on behalf of Customer, at the Supplier's facility.

Firm Order: means the acceptance by the Customer of the relevant Proforma Invoice in accordance with clause 3.2.

Force Majeure Event: events, circumstances or causes beyond a Party's reasonable control.

Incoterm: means the applicable agreed Incoterm (from the most up-to-date Incoterms® rules published) as set out in the Proforma Invoice.

Intellectual Property Rights: means copyright, patents, know-how, trade secrets, trademarks, trade names, design

rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

- (a) whether registered or not
- (b) including any applications to protect or register such rights
- (c) including all renewals and extensions of such rights or applications
- (d) whether vested, contingent or future
- (e) to which the relevant Party is or may be entitled, and
- (f) in whichever part of the world existing.

Latent Defect: has the meaning ascribed to it in clause 6.4.

Mandatory Policies: the Supplier's mandatory policies for contracts, including (but not limited to) Supplier's policies regarding anti-bribery, anti-money laundering, modern slavery, sanctions and fair competition, as set out on the Supplier's website: www.benchmarkplc.com/sustainability/esg-download-centre/

Order: an order for the Products submitted by the Customer in accordance with 3.1.

Parties: means the Supplier and the Customer, as set out in the Proforma Invoice, and **Party** shall mean either of them.

Price: the price for the Products, as set out in the Proforma Invoice, or as otherwise agreed between the Parties in writing.

Products: the products (or any part of them), as described in the Proforma Invoice, or as otherwise agreed between the Parties in writing.

Proforma Invoice: the proforma invoice or written quotation issued by the Supplier pursuant to clause 3.2 confirming the respective Order, which takes precedence over these Terms and Conditions in the event of inconsistency or conflict, unless expressly stated otherwise.

Terms and Conditions: means these terms and conditions.

VAT: value added tax or any equivalent applicable sales tax.

2. Commencement and term

The Contract shall commence on the Commencement Date and shall continue until the Firm Order has been fulfilled or as earlier terminated pursuant to Clause 14.

3. Orders and Forecasts

Orders



- 3.1 Orders shall be submitted by the Customer to the Supplier in writing. Each Order shall be deemed to be a separate offer by the Customer to purchase Products, which the Supplier shall be free to accept or decline at its absolute discretion.
- 3.2 If the Supplier accepts an Order submitted by the Customer in accordance with clause 3.1 above, the Supplier shall provide a Proforma Invoice to the Customer containing the commercial details of such Order and referencing these Terms and Conditions. If after receiving the Supplier's Proforma Invoice the Customer accepts the commercial terms therein and these Terms and Conditions, the Customer shall issue a purchase order, or other written confirmation, to indicate its acceptance within 10 Business Days of the date of the Proforma Invoice. Upon such acceptance of the Proforma Invoice by the Customer, and accordingly these Terms and Conditions, the Order shall become a Firm Order. If the Customer does not accept the Proforma Invoice in writing within 10 Business Days of the date of the Proforma Invoice, or within such other timeframe mutually agreed in writing between the Parties, the terms in the Proforma Invoice are deemed to have expired and the Order will not become a Firm Order.
- 3.3 The Customer may at any time before an Order becomes a Firm Order amend or cancel an Order by written notice to the Supplier without liability. Once the Order becomes a Firm Order, the Customer may only amend or cancel the Firm Order with the written consent of the Supplier. If the Customer amends or cancels a Firm Order, its liability to the Supplier shall be limited to payment to the Supplier of all costs reasonably incurred by the Supplier in fulfilling the Firm Order up until the date of deemed receipt of the amendment or cancellation. The Customer acknowledges and agrees that in the event of an amendment to a Firm Order pursuant to this clause, the Estimated Dispatch Date may be delayed accordingly.
- 3.4 The Customer is responsible for ensuring that Orders are complete and accurate. The Customer shall give the Supplier all necessary information that the Supplier reasonably requires in order to fulfil each Order.

Forecasts

- 3.5 The Customer shall provide to the Supplier on the Commencement Date and throughout the Term an accurate, non-binding 12-month rolling forecast of Product to be ordered, such forecast to be updated monthly by the Customer. The Supplier will not be bound by any forecast provided by the Customer.

4. Product

- 4.1 Any samples, drawings, descriptive matter, or advertising produced by the Supplier and any descriptions or illustrations

contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract nor have any contractual force.

- 4.2 The Supplier or its Affiliate retains all Intellectual Property Rights in the Products and any samples, drawings, descriptive matter, or advertising catalogues or brochures produced by the Supplier or its Affiliates in connection with them.

5. Delivery

- 5.1 The Supplier shall deliver the Products in accordance with the applicable Incoterm.
- 5.2 The Supplier shall ensure that each delivery of Products is accompanied by a delivery note.
- 5.3 The Supplier shall endeavour to dispatch Products by the relevant Estimated Dispatch Date set out in the Proforma Invoice.
- 5.4 Dispatch and delivery dates provided by the Supplier are approximate only, and the time of dispatch and/or delivery is not of the essence. The Supplier shall not be liable for any delay or failure in dispatch and/or delivery of any Products that is caused by:
- (a) a Force Majeure Event;
 - (b) the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Product;
 - (c) the Customer's failure to comply with its obligations under this Contract;
 - (d) any export or import licenses or other required authorisations or permits to enable the Products to be delivered not being granted to the Supplier or being withdrawn; or
 - (e) pandemic events, such as a COVID-19 event.

- 5.5 Delays in the dispatch and/or delivery of a Firm Order shall not entitle the Customer to:
- (a) refuse to take delivery of the Firm Order;
 - (b) claim damages; or
 - (c) terminate the Contract.

- 5.6 Notwithstanding clause 5.5, if the Supplier fails to dispatch Products in a Firm Order within 30 days after the relevant Estimated Dispatch Date, or such other date mutually agreed in writing, the Customer's sole remedy for this shall be to cancel all or part of the relevant Firm Order.



6. Quality, Safety and Defective Products

6.1 The Products supplied to the Customer by the Supplier under this Contract will, at the Estimated Dispatch Date, conform to the feed safety regulation/standard product specifications/technical card for the Product provided to the Customer in writing by the Supplier (“Warranty”).

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

6.3 If the Customer gives notice in writing to the Supplier within 5 Business Days of delivery to the Delivery Location that some or all of the Products in the Order are missing or have arrived at the Delivery Location damaged, and the Customer provides evidence of the missing or damaged Products (as applicable) to the Supplier’s reasonable satisfaction, the Supplier shall, at its option, replace any missing or damaged Products, or refund the price of such missing or damaged Products in full, and the remedy in this clause will be the sole remedy of the Customer in this respect. If the Customer fails to give notice pursuant to this clause 6.3, the Order will be deemed to have been delivered complete and undamaged and the Supplier shall have no liability to the Customer with respect to that delivery, except as set out in clause 6.4.

6.4 Subject to clause 6.5, if:

- (a) the Customer gives notice in writing to the Supplier within 5 Business Days of delivery to the Delivery Location that some or all of the Products clearly and obviously do not comply with the Warranty (except in respect of any defect which is not apparent on reasonable inspection (a “Latent Defect”)); and
- (b) the Supplier is given a reasonable opportunity of inspecting such Products; and
- (c) the Customer (if asked to do so by the Supplier) returns such Products to the Supplier’s place of business, at the Supplier’s cost if it is established the defect is due to the default of the Supplier,

the Supplier shall, at its option, replace any Products that are found to be defective, or refund the price of such defective Products in full, and the remedy in this clause will be the sole remedy of the Customer in this respect.

6.5 If the Customer fails to give notice as specified under clause 6.4, except in respect of a Latent Defect, the Products shall conclusively be presumed to comply with the Warranty and, accordingly, the Customer shall be deemed to have accepted the delivery of the Products in question and the Supplier shall

have no liability to the Customer with respect to that delivery (except in relation to liability for any Latent Defects).

6.6 In the event of a Latent Defect, the 5 Business Day period specified in clause 6.4 above shall be counted from the date on which the Latent Defect becomes evident, or should have been evident to the Customer, provided that the Customer shall notify the Supplier of any Latent Defects within six (6) months of delivery to the Delivery Location. The Customer may, in its discretion, choose to test all or some of the Products to verify compliance with the Warranty, and any results showing non-compliance with the Warranty must be notified to the Supplier within six (6) months of delivery of the Products to the Delivery Location. For any Latent Defect or defect detected in accordance with this clause 6.5, the procedure and remedy as set out in clause 6.4 will apply. If the Customer fails to give notice as specified pursuant to this clause 6.5, the Supplier shall have no liability to the Customer with respect to that delivery.

6.7 The Supplier shall not be liable for Products’ failure to comply with the Warranty if:

- (a) the Customer makes any further use of such Products after giving notice of defects in accordance with clause 6.4;
- (b) the defect arises because the Customer (or the end user) fails to follow the Supplier’s written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;
- (c) the Customer (or the end user) alters such Products without the written consent of the Supplier;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
- (e) the Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
- (f) any defect arises as a result of the storage conditions or re-packaging of the Products after delivery to the Customer.

6.8 The Supplier’s only liability to the Customer if the Products fail to comply with the Warranty is set out in this clause 6.

6.9 The terms of the Contract shall apply to any replacement Products supplied by the Supplier.

7. Title and risk

Risk in Products shall pass to the Customer in accordance with the applicable Incoterm. Title to Products shall pass to the Customer once the Products are delivered to the Delivery Location.



8. Price and payment

- 8.1 The Customer shall pay for Products in accordance with this clause 8.
- 8.2 The Price excludes:
- (a) the costs of shipping, packaging, insurance and transport of the Products, which shall be invoiced to the Customer in addition to the Price; and
 - (b) amounts in respect of VAT, which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to the receipt of a valid VAT invoice.
- 8.3 The Supplier reserves the right to amend the Price at its sole, reasonable discretion, upon 30 days' notice to the Customer.
- 8.4 The Customer shall pay invoices in full in cleared funds by the date for payment set out in the invoice issued by the Supplier. Payment shall be made to the bank account nominated in writing by the Supplier.
- 8.5 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 14:
- (a) 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 will accrue each day at 1.5% a month; and/or
 - (b) the Supplier may suspend all further deliveries until payment has been made in full.
- 8.6 All amounts due under this Contract from the Customer to the Supplier will be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). The Supplier may at any time, without limiting any of its other rights or remedies, set off any amount owing to it against any amount payable by the Supplier to the Customer.
- 8.7 If the Customer disputes any invoice or other statement of monies due, the Customer shall immediately notify the Supplier in writing. The Parties shall negotiate in good faith to attempt to resolve the dispute promptly. The Supplier shall provide all evidence as may be reasonably necessary to verify the disputed invoice or request for payment. If the Parties have not resolved the dispute within 30 days of the Customer giving notice to the Supplier, the dispute shall be resolved in accordance with clause 15.14 and 15.15. Where only part of an invoice is disputed, the undisputed amount shall be paid on the due date as set out in clause 8.4.

- 8.8 All payments payable to the Supplier by the Customer under this Contract shall become immediately due and payable upon termination or expiry of this Contract for any reason.

9. Limitation of liability

- 9.1 Nothing in the Contract shall limit or exclude the liability of either Party for:
- (a) death or personal injury resulting from negligence;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any indemnities given under the Contract;
 - (d) any losses caused by wilful misconduct; or
 - (e) any other liability that cannot by law be excluded or limited.
- 9.2 Subject to clause 9.1, neither Party shall be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for: (i) any loss of or damage to goodwill; (ii) loss of sales or business; (iii) loss of profit; (iv) loss of business opportunity; (v) loss of fish or animals; or (vi) any special, indirect or consequential damage or loss that arises under or in connection with the Contract.
- 9.3 Subject to clause 9.1, the Supplier's total liability arising under or in connection with the Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to the total amount paid by the Customer to the Supplier for the Firm Order in relation to which the liability arises.

10. Indemnity and Insurance

- 10.1 The Customer shall indemnify, and keep indemnified, the Supplier from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by the Supplier as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.
- 10.2 During the term of this Contract, unless otherwise agreed in writing by the Supplier, the Customer shall have in place contracts of insurance with reputable insurers to cover its obligations under the Contract. On request, the Customer shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable.



11. Licenses and Compliance with relevant laws and policies

Applicable law

- 11.1 In performing its obligations under the Contract, the Supplier and Customer shall each:
- (a) comply with all applicable laws, statutes, regulations and codes from time to time in force; and
 - (b) comply with the Mandatory Policies,

provided that neither Party shall be liable under this Contract if, as a result of such compliance, it is in breach of any of its obligations under this Contract.

Licences, approvals and permits

- 11.2 Prior to delivery of the Products, the Customer shall advise the Supplier in writing of all necessary consents, licenses, approvals, permits etc which the Supplier may need in order to comply with all regulatory requirements in the relevant country to allow the export, import, sale and use of the Products in the relevant country.
- 11.3 The Customer shall obtain and maintain for the duration of the Contract such consents, licenses, approvals, permits etc referred to above, and the Supplier shall, to the extent reasonably possible and as reasonably requested by the Customer, support the Customer in this.

Import Licenses

- 11.4 The Customer shall obtain, at its own cost, such import licenses and other consents, licenses, approvals or permits required by it from time to time in relation to the Products or to comply with its obligations under this Contract. If required by the Supplier, the Customer shall make those licenses and consents available to the Supplier prior to the relevant shipment. The Supplier shall, to the extent possible, provide all reasonable support requested by the Customer to obtain such documents.

12. Anti-Bribery and Corruption

- 12.1 The Customer shall:
- (a) comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (the "Relevant Requirements");
 - (b) comply with the Supplier's Mandatory Policies regarding anti-bribery and anti-corruption (the "Relevant Policies");
 - (c) have and shall maintain in place throughout the term of this Contract its own policies and procedures to ensure

compliance with the Relevant Requirements and the Relevant Policies, and will enforce them where appropriate;

- (d) promptly report to the Supplier any request or demand for any undue or suspicious financial or other advantage of any kind received by the Customer in connection with the performance of this Contract;
- (e) immediately notify the Supplier (in writing) if a public official in the territory of the Supplier or its Affiliates becomes an officer or employee of the Customer or acquires a direct or indirect interest in the Customer, and the Customer warrants that it has no such public officials as direct or indirect owners, officers or employees at the date of this Contract;
- (f) as soon as reasonably possible after the date of this Contract, and upon Supplier's request thereafter, certify to the Supplier in writing compliance with this clause 12 by the Customer and the Customer shall provide such supporting evidence of compliance as the Supplier may reasonably request.

13. Sanctions

- 13.1 The Customer warrants that neither the Customer nor any person acting on behalf of the Customer or its Affiliates, is: (i) listed on any Sanctions List; (ii) located or organized in any country or territory subject to country or territory-wide Sanctions; (iii) a person with whom the Supplier is prohibited from engaging with by reason of any Sanctions or on the advice of a Sanctioning Authority; or (iv) otherwise a subject of Sanctions. Notwithstanding the foregoing, the Customer undertakes that at the time of entering this Contract, there is no breach of applicable Sanctions, however, in the event that circumstances change in any way in relation to Sanctions and/or the Customer or its Affiliates, the Contract may be terminated immediately by the Supplier without prejudice to any other remedies the Supplier may be entitled to pursuant to this Contract.

13.2 For the purpose of this clause:

- (a) "Sanctions" means any economic or financial sanctions laws, regulations or trade embargoes or similar restrictive measures imposed, administered or enforced from time to time by any Sanctioning Authority.
- (b) "Sanctions List" means any list of persons or entities being the subject of any Sanctions published by any Sanctioning Authority from time to time.
- (c) "Sanctioning Authority" means the US government or any US agency (including the Office of Foreign Assets Control of the United States Department of the Treasury (or any successor thereto (OFAC), the US State Department, the US Department of Commerce or the US Department of the Treasury), the Security Council of the United Nations,



the European Union or any of its member states, the United Kingdom or any member state of the European Economic Area. or the sanctioning authority in the territory where the Products are delivered and /or sold to an end customer.

13.3 Breach of this clause 13 shall be deemed a material breach under clause 14.2(a).

14. Termination

14.1 The Supplier may at any time, without liability, terminate the Contract by giving the Customer not less than ten (10) Business Days' notice in writing.

14.2 Without limiting its other rights or remedies, either Party may terminate this Contract with immediate effect by giving written notice to the other Party if:

- (a) the other Party commits a material breach of any term of the Contract which is not remediable or, if such material breach is remediable, fails to remedy that breach within 14 days of that Party being notified in writing to do so;
- (b) any relevant consent, licence or authorisation is revoked or modified such that the Party subject to such revocation or modification is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled;
- (c) the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), 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 or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) 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
- (e) 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 this Contract is in jeopardy.

14.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

14.4 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle the Supplier to terminate the Contract under this clause 14, it shall immediately notify the Supplier in writing.

14.5 The Supplier may terminate the Contract at any time by giving not less than four weeks' notice in writing to the Customer if the Customer undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.

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

15. General

15.1 **Force majeure.** Neither Party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for 45 days, the Party not affected may terminate this Contract by giving 15 days' written notice to the affected Party. The Party affected by the Force Majeure Event will use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

15.2 Assignment and other dealings

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

15.3 Confidentiality

- (a) The recipient Party undertakes that it shall not at any time disclose to any third party any confidential information disclosed to it by the disclosing Party concerning the business or affairs of the disclosing Party or of any member of its Group, including information relating to the disclosing Party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers (the "Confidential Information") including, without limitation, Confidential Information disclosed before the date of this Contract.
- (b) Each Party may disclose the other Party's confidential information:



- (i) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this 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 15.3; and
- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, or by the rules of, or notice issued by, any stock exchange or listing authority.
- (c) 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 this Contract.
- (d) Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in the Contract are granted to the other Party or to be implied from the Contract. In particular, no licence is hereby granted directly or indirectly under any Intellectual Property Rights held, made, obtained or licensable by the disclosing Party now or in the future.
- 15.4 **Repacking.** The Customer is not permitted to re-pack the Products, except with the Supplier's written consent at the Supplier's sole discretion. The Customer shall indemnify and hold harmless the Supplier for all losses (direct and indirect), costs, damages and expenses incurred by the Supplier as a result of breach by the Customer of this clause.
- 15.5 **Partnership, Training and Certifications.** To the extent offered in the relevant country, the Customer may be provided the opportunity to join the Supplier's certification and/or training scheme. Any membership of the Supplier's certification and/or training scheme is dependent on the Customer paying invoices in full in accordance with the terms of the Contract.
- 15.6 **Data Protection.** Each Party shall comply at all times with any applicable data protection legislation. Neither Party will perform its obligations under the Contract in such a way as to deliberately cause the other Party to breach any of its obligations under applicable data protection legislation. Each Party shall immediately notify the other in the event that it becomes aware of any breach of applicable data protection legislation, where such breach is or may in any way be related in connection with the Contract.
- 15.7 **Entire agreement**
- (a) This Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.
- 15.8 **Survival.** On termination or expiry of this Contract the following clauses shall continue in force:
- (a) Clause 9 (Limitation of liability);
- (b) Clause 15.3 (Confidentiality);
- (c) Clause 15.14 (Dispute Resolution); and
- (d) Clause 15.15 (Governing law and Jurisdiction).
- Termination or expiry of this Contract will not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages for any breach of the Contract that existed at or before the date of termination or expiry.
- 15.9 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
- 15.10 **Waiver.** No failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.11 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 15.12 **Notices**
- (a) Any notice, consent, request, demand, approval or other communication required by the Contract to be given to a Party under or in connection with the Contract shall be in writing, addressed to that Party at its registered office or such other address as that Party may have specified to the other Party in writing in accordance with this clause, and



shall be delivered personally, or sent by pre-paid next working day delivery service or commercial courier.

(b) Provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

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

15.14 **Dispute Resolution.** Except as otherwise expressly set out in the Contract, in respect of all claims, disputes and matters in difference arising out of or in connection with this Contract, its subject matter, negotiation or formation (whether contractual or non-contractual in nature) (“**Dispute**”), the Parties shall in the first instance attempt to resolve such Dispute amicably between senior representatives of each Party within 30 days of the date of a Dispute Notice. A Party shall give to the other Party written notice of a Dispute, setting out its nature and full particulars (a “**Dispute Notice**”), together with relevant supporting documents. If a Dispute is not resolved within 30 days of the date of the Dispute Notice, or such other timeframe as agreed by the Parties, then the Dispute may be referred to the courts in accordance with clause 15.15 of this Contract.

15.15 **Governing law and Jurisdiction.** Unless stated otherwise in the Proforma Invoice or as agreed in writing by the Parties, this Contract and any Dispute arising out of or in connection with it or its subject matter or formation will be governed by, and construed in accordance with, the law of England and Wales and any Dispute shall be referred to arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. Notwithstanding the above, nothing in clause 15.15 shall limit the right of the Supplier to take proceedings in the courts of any country of competent jurisdiction, including in relation to recovery of debt.