

# Terms and conditions of Laser Expertise Ltd.

The Buyer's attention is specifically drawn to clause 14 (*limitation of liability*) and clauses 4.2 and 19.2 (*indemnities*) of these Conditions of sale.

## 1. DEFINITIONS

- 1.1 In these Conditions, the following definitions apply:
- 1.1.1 **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
  - 1.1.2 **Buyer:** the person, firm or company who purchases the Deliverable(s) from the Seller as identified in the Order Acknowledgement.
  - 1.1.3 **Conditions:** the terms and conditions set out in this document unless amended in accordance with clause 20.6.
  - 1.1.4 **Contract:** the contract between the Seller and the Buyer for the sale and purchase of the Deliverable(s) in accordance with these Conditions, the Order Acknowledgement and the Seller's Quotation.
  - 1.1.5 **Data Protection Legislation:** any legislation applicable in the United Kingdom relating to the privacy of personal data, including but not limited to the UK General Data Protection Regulation, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (as amended).
  - 1.1.6 **Deliverable(s):** the Goods and Services (if applicable), specified in the Seller's Quotation.
  - 1.1.7 **Force Majeure Event:** any event beyond a party's control including the following: fire, flood or other natural disaster, epidemic and/or pandemic, any form of industrial action including strikes and lock outs, governmental restrictions and/or regulations, terrorist attack, civil commotion or unrest, imposition of sanctions or embargo, failure of utilities, nuclear chemical or biological contamination or sonic boom.
  - 1.1.8 **Goods:** the goods to be manufactured and supplied pursuant to the Contract as described in the Order Acknowledgement.
  - 1.1.9 **Intellectual Property Rights:** all analytical methods, rights to inventions, patents, copyright and related rights, industrial property rights, rights in software, (including source code), trademarks, business names and domain names, rights in get-up, goodwill, the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of confidential information (including know-how), 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.
  - 1.1.10 **Order:** The Buyer's order for the Deliverable(s), as set out in the Buyer's purchase order, in acceptance of the Seller's Quotation.
  - 1.1.11 **Order Acknowledgement:** The Seller's written acceptance of the Buyer's Order.
  - 1.1.12 **Seller:** Laser Expertise Limited, registered in England and Wales with registration number 01788647.
  - 1.1.13 **Seller's Quotation:** The Seller's written scope and specification of the Deliverables together with the commercial terms to be supplied to the Buyer and attached to the Order Acknowledgement.
  - 1.1.14 **Services:** any services to be provided by the Seller to the Buyer as set out in the Order Acknowledgement, which may include (but not be limited to) from time-to-time repairs, upgrades, maintenance, and quality control testing.
  - 1.1.15 **Specification:** the specification for the Goods, including any related plans and drawings, set out in the Seller's Quotation.
  - 1.1.16 **Tests:** the tests if any to be performed prior to shipment/ collection of the Goods, as set out in the Order Acknowledgement (if applicable)
- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a statute or statutory provisions is a reference to such statute or statutory provisions as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- 1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.
- ## 2. BASIS OF CONTRACT
- 2.1 The Order constitutes an offer by the Buyer to purchase the Deliverable(s) in accordance with these Conditions. The Buyer is responsible for ensuring that the terms of the Order and any stipulated Specification are true, complete, and accurate. The Order shall only be deemed to be accepted when the Seller issues an Order Acknowledgement, at which point the Contract shall come into existence.
- 2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Buyer may seek to impose or incorporate, or which are implied by, trade, custom, practice or course of dealing. Any terms implied by statute are, to the fullest extent permitted by law, excluded from the Contract.
- 2.3 The Contract constitutes the entire agreement between the parties. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract. All other terms and conditions are expressly excluded.
- 2.4 Any drawings, models, descriptive matter, or advertising produced by the Seller and any descriptions or illustrations contained in the Seller's catalogues, brochures, website, or proposals are produced for the sole purpose of giving an approximate idea of the Goods. They shall not form part of the Contract, nor shall they have any contractual force.
- 2.5 In the event of any conflict or inconsistency between these Conditions and the other documents included in the Contract, such conflict or inconsistency shall, subject to any contrary written agreement of the parties, be construed in the following order of priority: (a) the Order

Acknowledgement; (b) The Seller's Quotation; (c) these Conditions; (d) the Order; and (e) any other document referred to in the Order Acknowledgement.

## 3. CANCELLATION

- 3.1 Subject to the Seller's consent, the Buyer may cancel an Order prior to the laser cutting process and the Seller's purchase of materials for the production of the goods.

## 4. DELIVERABLES

- 4.1 Subject to clause 4.3 below, the Deliverables are described in the Specification in the Seller's Quotation.
- 4.2 To the extent Deliverables are to be manufactured, repaired, maintained or upgraded (as the case may be) in accordance with a specification supplied by the Buyer, the Buyer shall indemnify the Seller from and against all liabilities, claims, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Seller in connection with any claim made against the Seller for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Seller's use of the Buyer's specification. This clause 4.2 shall survive termination of the Contract.
- 4.3 The Seller reserves the right to amend the Specification and increase the price quoted in the Order Acknowledgement in the following circumstances: (a) if required by any applicable statutory or regulatory requirements; (b) in the event that any information supplied to the Seller by the Buyer is untrue, incomplete and/or inaccurate; (c) in respect of any failures delays caused by or attributable to the Buyer, its employees, agents or contractors; (d) any factor or circumstances beyond the Seller's control; (e) any changes requested by the Buyer; or (f) any increases in production costs or raw materials.

## 5. SAMPLES

Where the parties have agreed that a sample will be produced, the sample will be delivered to the Buyer. The Buyer shall be responsible for inspecting the sample. Once the Buyer has approved the sample and confirmed to the Seller via email, the Seller shall manufacture the Goods. Acceptance of the sample by the Buyer shall constitute the Buyer's acceptance that the Goods are suitable for the Buyer's requirements.

## 6. FREE ISSUE MATERIAL

Any free issue material will be handled, processed, and stored by the Seller solely at the Buyer's own risk and the Seller shall have no liability to the Buyer whatsoever or howsoever arising.

## 7. BUYER'S OBLIGATIONS AND WARRANTIES

The Buyer warrants and undertakes to the Seller that: (a) all information supplied by the Buyer to the Seller is true, complete and accurate in all respects; (b) it shall co-operate with the Seller at all times in relation to the supply of the Deliverables; and (c) it shall afford the Seller all access to its premises and accommodation to enable the Supplier to supply the Deliverables.

## 8. INSPECTION AND TESTING

- 8.1 The only Tests to be carried out in addition to the Seller's in house quality control checks, shall be those detailed in the Order Acknowledgement. The Seller shall have no responsibility to perform any other tests unless the parties agree otherwise in writing.
- 8.2 The Deliverables shall be deemed to conform with the Specification and are fit for the general purpose for which they were designed, repaired, maintained or upgraded (as the case may be); or a specific purpose is agreed by the parties and set out in the Order Acknowledgement (as the case may be) if: (a) they have successfully passed the Tests (if any); or (b) the Deliverables are within the tolerances specified in the Seller's Quotation.
- 8.3 Notwithstanding clause 8.2, the certificate(s) of conformity (if any) shall be conclusive evidence that the Deliverables comply with the Specification, save in the case of manifest error.

## 9. DELIVERY

- 9.1 Unless otherwise agreed in writing, delivery of the Deliverables is Ex Works, Interco Terms 2022.
- 9.2 Notwithstanding that delivery is Ex Works, the Seller may, at the Buyer's written request and expense, arrange to pack and deliver the Deliverables on terms to be agreed with the Buyer.
- 9.3 Delivery dates are based upon the Seller's acceptance of the Order, deposit, or pro-forma payment and, where required, receipt of an irrevocable Letter of Credit. Time for delivery shall not be of the essence.
- 9.4 The Seller shall not be liable for any delay in delivery of the Deliverable(s) that is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other information and/or instructions that are relevant to the supply of the Deliverable(s).
- 9.5 If the Buyer fails to collect or take delivery of the Deliverables within 5 Business Days of the Seller notifying the Buyer that the Deliverables are ready then, except where such failure or delay is caused by a Force Majeure Event or the Seller's failure to comply with its obligations under the Contract, delivery of the Deliverables shall be deemed to have been completed at 9.00 am on the 5th Business Day after the day on which the Seller notified the Buyer that the Deliverables were ready and the Seller shall store the Deliverables until despatch, or sale in accordance with clause 9.6, takes place, and charge the Buyer for the costs of storage and any expenses (including insurance) otherwise incurred.
- 9.6 If 20 Business Days after the day on which the Seller notified the Buyer that the Deliverables were ready for delivery the Buyer has not taken delivery of them, the Seller may resell or otherwise dispose of part or all of the Deliverables. The Seller will be entitled to deduct and retain its storage and selling costs, any exchange rate losses, any loss of profit and any other losses that result from the Buyer's breach for any monies paid by the Buyer to the Seller. The Buyer will remain liable to the Seller for any remaining sums due. The Seller will account to the Buyer for any excess monies, if any, held by it after all deductions have been made.
- 9.7 The Buyer shall not be entitled to reject the Goods if the Seller delivers 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made by the Seller to the invoice to which Goods relates following receipt of evidence satisfactory to the Seller.
- 9.8 The Seller shall be entitled to deliver the Goods by instalments, which shall be invoiced and paid for separately by the Buyer.
- 9.9 The timetable for the performance of any Deliverables is set out in the Seller's Quotation. Any Services shall be performed during the Seller's normal working hours. The Seller shall inform

the Buyer if the performance of the Services will be delayed and will use its reasonable endeavours to agree new timings for the performance of the Services with the Buyer. In the event the time for performance of the Services cannot be agreed, the Seller will return any payments it has received to the Buyer for the Services that have not been performed. The Seller shall not be liable to the Buyer for any other liabilities, claims, costs, losses, damages, costs, expenses, or penalties whatsoever relating to any delay unless expressly agreed otherwise. In the event that performance of the Services is delayed for any reason not attributable to the Seller (other than Force Majeure Event), the Buyer shall compensate the Seller for the additional costs it incurs in connection with the delay.

#### 10. **SELLER WARRANTIES**

10.1 Subject to the limitations and/or exclusions set out in these Conditions, the Seller warrants that the Goods shall at the date of delivery: (a) conform in all material respects with the Specification; (b) be free from material defects in workmanship; and (c) be fit for the general purpose for which they were designed and manufactured.

10.2 The only warranty given by the Seller in respect of the Services is that they shall be performed with reasonable care and skill, using suitable materials.

10.3 The only warranty given by the Seller to the Buyer in respect of a sample or "first-of-a-kind" Goods is limited to the warranty set out at clause 10.1 (b), and no other warranty shall be deemed to have been given by the Seller whether express or implied.

10.4 Subject to the provisions of clause 10.5 and provided:

- (a) the Buyer gives written notice to the Seller, within 7 days following delivery of the Goods that some or all of the Goods do not comply with the warranty set out in clause 10.1 or 10.3 (as the case may be) and/or the Services do not comply with clause 10.2; and
  - (b) the Seller is given the opportunity to examine and test the Goods as it sees fit; and
  - (c) the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Buyer's cost,
- the Seller shall, subject its determination that the Goods are defective (acting reasonably) and at its option, repair, re-work or replace the defective Goods or, agree with the Buyer that they may repair the Goods, subject to the parties agreeing the costs of any re-works or repairs.

10.5 The Seller shall not be liable for the Good's failure to conform with the warranties set out at clauses 10.1 or 10.3 (as the case may be) and/or the Services failure to comply with the warranty at clause 10.2 if:

- (a) the damage and/or defects arise through no fault of the Seller;
- (b) the Buyer makes further use of the Goods after giving notice in accordance with clause 10.4;
- (c) the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, commissioning, installation, use, operation, service, and maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (d) the defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer;
- (e) the Buyer, or any third party, adjusts, alters, modifies or repairs such Goods without the prior written consent of the Seller; and/or
- (f) the defect arises as a result of fair wear and tear, wilful damage, negligence, abnormal storage, improper installation (other than where the Seller carries out the installation) and/or abnormal operating conditions including extremes of temperature, moisture, dirt, or corrosive matter.

10.6 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

10.7 These Conditions shall apply to any repaired or replacement Goods and/or Services supplied by the Seller.

10.8 Subject to compliance with the time limit set out at clause 10.4 (a)10.4, upon receipt of a warranty claim the Seller shall at its discretion and without undue delay, repair or replace the Goods and/or re-perform the defective Services. The Buyer shall not be entitled to seek any other remedy or relief.

#### 11. **TITLE AND RISK**

11.1 Risk in the Goods shall pass to the Buyer at the point of loading unless otherwise expressly agreed by the parties in writing.

11.2 Title to the Deliverable(s) shall not pass to the Buyer until the Seller has received payment in full, in cleared funds, for the Deliverable(s).

11.3 Until title to the Goods has passed to the Buyer, the Buyer shall:

- (a) hold the Goods on a fiduciary basis as the Seller's bailee;
- (b) store the Goods separately from all other Goods held by the Buyer so that it remains readily identifiable as the Seller's property;
- (c) not remove, deface, or obscure any identifying mark on or relating to the Goods;
- (d) keep and maintain the Goods in the same condition it was supplied to the Buyer and keep it insured for its full replacement value, against all risks for its full price from the date of delivery; and
- (e) notify the Seller immediately if it becomes subject to any of the events listed in clause 13.

11.4 If before title to the Goods passes to the Buyer the Buyer becomes subject to any of the events listed in clause 13, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, and without limiting any other right or remedy the Seller may have, the Seller may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter the premises of the Buyer or of any third party where the Goods are stored in order to recover it.

#### 12. **PRICE AND PAYMENT**

12.1 Subject to the provisions of clause 4.3, the price of the Deliverable(s) shall be the price set out in the Seller's Quotation, or, if no price is quoted, the price set out in the Seller's published price list in force at the date of delivery. Payment shall be made in GBP unless agreed otherwise.

The Seller shall be entitled to increase the price of the Deliverables at any time upon giving the Buyer written notice due to any of the following matters, facts, or circumstances:

- (a) a factor beyond the Seller's control (including foreign exchange fluctuations and increases in taxes and duties);
- (b) any request by the Buyer to change the delivery date(s), quantities or types of Deliverable(s) ordered, or the Specification; or
- (c) any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.

12.2 The price of the Deliverable(s) is exclusive of amounts in respect of duties, import and export taxes, licences, value added tax (including any similar, replacement or additional taxes) ('Taxes'). The Buyer shall, on receipt of a valid invoice from the Seller for any such Taxes, pay to the Seller such additional amounts in respect of those Taxes as are chargeable on the supply of the Deliverable(s) or its installation.

12.3 Unless otherwise agreed between the parties and reflected in the terms of the Contract, payment shall be made in accordance with the payment terms set out in the Seller's Quotation. The Buyer shall pay the invoice in full and in cleared funds net 30 days from the invoice date. The Seller shall be entitled to charge interest on a daily basis at a rate of 4% per annum above the Bank of England base rate from the date payment was due until the date payment of the overdue amount is received in cleared funds. Where the Buyer's place of business is outside the UK, payment shall be made by a confirmed irrevocable Letter of Credit in accordance with clause 12.5.

12.4 The Buyer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part. The Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by the Seller to the Buyer.

12.5 Any Letter of Credit will be irrevocable, allow partial shipments, be issued and confirmed by an international bank acceptable to the Seller and payable on sight at the counter of a bank nominated by the Seller against presentation of documentation agreed by the Seller prior to its issue. All bank charges incurred in obtaining and administering a Letter of Credit will be payable by the Buyer.

12.6 Without prejudice to clause 12.5, the Seller may at its election require the Buyer to provide additional security for the payments due under the Contract in the form of a group or associated company guarantee or on demand cash backed performance bond.

#### 13. **BUYER'S INSOLVENCY**

If the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits its inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or makes a proposal for or enters into any compromise or arrangement with its creditors, or steps are taken in connection with the winding up of the Buyer or the appointment of an administrator, or the Buyer suspends, ceases or threatens to suspend or cease any part of its operations, or the Buyer's financial position deteriorates to such an extent that in the Seller's opinion the Buyer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy then, without limiting any other right or remedy available to the Seller, the Seller may cancel or suspend all further deliveries under the Contract without incurring any liability to the Buyer, and all outstanding sums in respect of Goods delivered to the Buyer shall become immediately due. In the event the Buyer is an individual or a partnership the events listed in this clause 13 shall be interpreted accordingly.

#### 14. **LIMITATION OF LIABILITY**

14.1 Nothing in these Conditions shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be limited or excluded as a matter of law.

14.2 Subject to clause 14.1:

- (a) the Seller shall under no circumstances be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of savings or loss of opportunity, loss of business, loss of contracts or any other indirect, special, consequential, punitive, exemplary or incidental loss or damage, costs, expenses, or other claims arising under or in connection with the Contract; and
- (b) the Seller's total aggregate liability to the Buyer in respect of all liabilities arising under or in connection with the Contract, whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, or otherwise, shall in no circumstances exceed, in aggregate, the price paid by the Buyer for the Deliverable(s) to which the claim(s) relate; and
- (c) The Seller shall have no liability to the Buyer where the Seller has relied on the Buyer's information and/or any Specification supplied to the Seller by the Buyer.

#### 15. **INTELLECTUAL PROPERTY RIGHTS**

15.1 Unless expressly agreed in writing, the Seller shall at all times retain full right and title to any and all Intellectual Property Rights in the Goods (**New IPR**), notwithstanding that the parties may cooperate in specifying the performance, design and or the construction of the Goods.

15.2 If the Seller agrees to assign any New IPR in the Order Acknowledgement (**Assignment**), such Assignment shall not take effect until the Seller receives payment in full for the Deliverables. Any Assignment of any New IPR shall not be deemed to include (whether expressly or by implication), an assignment of any know-how vested in the Seller arising in connection with the creation of New IPR.

15.3 Subject to clauses 15.1 and 15.2, title to any other Intellectual Property Rights created by the Seller whether before or after the date of the Contract shall at all times vested in the Seller. (**Seller IPR**).

15.4 Subject to the terms of any Assignment, the Buyer shall co-operate and assist the Seller at the Seller's cost and expense to ensure that the Seller has the full benefit of Supplier IPR and New IPR. The Buyer shall perform such acts and execute such documents as the Seller may require from time to time.

**16. FORCE MAJEURE**

Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure Event. Should the Force Majeure Event exceed a continuous period of 180 days, then either party may at any time thereafter, and provided the Force Majeure Event is continuing, give written notice to the other to terminate the Contract.

**17. TERMINATION**

17.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party commits a material breach of its obligations under the Contract and, if such breach is remediable, fails to remedy that breach within 30 days of receipt of notice in writing of the breach.

17.2 Without limiting its other rights and remedies, the Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer fails to pay any amount due under the Contract on any due date for payment.

17.3 Termination or expiry of the Contract, however arising, shall not affect the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

**18. CONFIDENTIAL INFORMATION AND DATA PROTECTION LEGISLATION**

18.1 Any plans, drawings, designs, or documentation whether in paper or electronic format supplied by the Seller or its representative to the Buyer and any information communicated to the Buyer by the Seller relating to the Contract and/or the Seller or the Seller's business, shall be kept confidential by the Buyer. On request, the Buyer shall immediately return the Seller's confidential information to the Seller without retaining any copies of the same. This clause 18.1 shall survive the termination of the Contract.

18.2 The Buyer and the Seller shall at all times comply with their respective obligations under the Data Protection Legislation and enter in appropriate agreements relating to the sharing and processing of personal data as may be appropriate in the circumstances.

**19. COMPLIANCE WITH LAWS AND POLICIES**

19.1 The Buyer shall, in performing its obligations under the Contract, comply with all applicable, laws, statutes and regulations from time to time in force.

19.2 The Buyer shall indemnify the Seller against any losses, liabilities, damages, fines, costs (including legal fees) and expenses incurred by or awarded against the Seller as a result of a breach of this clause 19.

19.3 The Seller may terminate the Contract with immediate effect by giving written notice to the Buyer if the Buyer commits a breach of this clause 19, such a breach being deemed to be a material breach.

**20. GENERAL**

20.1 **Assignment and subcontracting** The Seller may at any time assign, transfer, charge, or subcontract its rights or obligations under the Contract. The Buyer may not assign, transfer, charge, or subcontract all or any of its rights or obligations under the Contract without the prior written consent of the Seller, such consent not to be unreasonably refused or delayed.

20.2 **Notices** Any notice to be given under the Contract shall be in writing, addressed to the other party at its normal place of business and shall be sent by, pre-paid first-class post, delivered by commercial courier or by email. A notice shall be deemed to have been received if sent by pre-paid first class post at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed if delivered before p.m. or on the next Business Day if delivered after p.m.; or, if sent by email, at the time of receipt, save that if the time of receipt is either before 9 am or after 5:00 pm the time of receipt shall be 9 am on the next Business Day.

20.3 **Severance** If a court or other competent authority finds that any provision of the Contract (or part provision) is invalid, illegal, or unenforceable, that provision or part provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

20.4 **Waiver** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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 preclude or restrict its further exercise.

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

20.6 **Variation and Change Control** Except as set out in these Conditions, any variation to the Contract shall only be binding when agreed in writing and signed by the Seller. If a party wishes to make any variation or change to the Deliverables, it shall notify the other party in writing as soon as practicable, setting out the nature of the proposed changes and any additional costs to be incurred (**Change Control Request**). Following receipt of a Change Control Request, the parties shall contact each other within five Business Days to discuss the proposed changes. If the changes are agreed, the Contract will be varied to the minimum extent necessary to accommodate the changes. If the parties cannot agree the changes, the Contract will continue on the same terms, without any variations.

20.7 **Governing law and jurisdiction** The Contract, and any dispute or claim arising out of or in connection with it (both contractual and non-contractual) shall be governed by, and construed in accordance with, English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim (both contractual and non-contractual).

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