

TABLE OF CONTENTS

1.	Interpretation.....	1
2.	Basis of Contract.....	2
3.	Goods	2
4.	Delivery	3
5.	Quality.....	4
6.	Price and Payment.....	5
7.	Title and Risk	6
8.	Customer's Obligations	7
9.	Limitation of Liability.....	8
10.	Termination	9
11.	Force Majeure.....	9
12.	General	10

The customer's attention is drawn in particular to the provisions of clause 7.

1. Interpretation

1.1 Definitions:

- "Business Day"** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- "Conditions"** means the terms and conditions set out in this document as amended from time to time in accordance with clause 12.5.
- "Contract"** means the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
- "Customer"** means the person or firm who purchases the Goods from the Supplier.
- "Delivery Location"** means has the meaning given in clause 4.2.
- "Force Majeure Event"** means an event, circumstance or cause beyond a party's reasonable control.
- "Goods"** means the goods (or any part of them) set out in the Order.
- "Order"** means the Customer's order for the Goods, as set out in the Customer's purchase order form and confirmed to the Customer by the Supplier in the Order Confirmation.
- "Order Confirmation"** means the written acknowledgement provided by the Supplier to the Customer confirming the Order and any related particulars of the Order.
- "Specification"** means any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.
- "Supplier"** means Euro-Asian Parts UK Ltd registered in England and Wales with company number 07746430, whose registered office is at Room 5 Tapton Innovation Centre, Brimington Road, Chesterfield, Derbyshire, S41 0TZ.

1.2 Interpretation:

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.2.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2.4 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.

1.2.5 A reference to **writing** or **written** includes fax and email.

2. Basis of Contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5 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 Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 2.6 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 5 Business Days from its date of issue, unless otherwise specified and confirmed by the Supplier in writing.
- 2.7 Time shall not be of the essence for the contract, unless otherwise provided for in these Conditions or expressly agreed in writing by the Supplier.

3. Goods

- 3.1 The Goods are described in the Electronic Parts Catalogue ("**EPC**"), which for the avoidance of doubt is an industry catalogue and is not the Supplier's own catalogue, but the Supplier may make reference to the EPC in relation to the Order for the Goods. The Goods may be further modified, adapted or procured by any applicable Specification.
- 3.2 To the extent that the Goods are to be manufactured, adapted or procured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.

4. Delivery

- 4.1 The Supplier shall ensure that:
- 4.1.1 each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the contract number or any relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 4.1.2 if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 4.2 The Supplier shall deliver the Goods to the location specified by the Customer in advance or in the Order form, or such other location as the parties may agree ("**Delivery Location**") at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 If the Customer fails to take or accept delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
- 4.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
 - 4.6.2 the Supplier shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.7 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken or accepted actual delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after

deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.

- 4.8 If the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Goods was delivered, a pro rata adjustment shall be made to the Order invoice.
- 4.9 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality

5.1 The Supplier warrants that on delivery, and for a period of 12 months from the date of delivery ("**Warranty Period**"), the Goods shall:

5.1.1 conform in all material respects with their description and (if applicable) the Specification;

5.1.2 be free from material defects in design, material and workmanship.

For the purposes of this clause 5.1, a "material defect" shall be a defect in the Goods which has a significant detrimental implications on the functioning of the Goods, to the extent that the Goods are unsafe, or the Goods are unusable for their primary purpose or at all. Nothing in clause 5.1 shall effect the Customer's ability to rely on the manufacturer's warranty which may be supplied with the Goods, but notwithstanding, the Customer shall be bound by the provisions of this clause 5 in relation to any claim made under a the manufacturer's warranty.

5.2 Subject to clause 5.3, the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full, provided that:

5.2.1 the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;

5.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and

5.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:

5.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;

5.3.2 the material defect arises because the Customer failed to follow either the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or, if there are none, good trade practice;

- 5.3.3 the material defect arises because the Customer has used the Goods for a purpose for which the Goods are not intended to be used, or the Goods have been used in a way which is not industry practice for such Goods;
 - 5.3.4 the material defect arises as a result of the Supplier following any Specification supplied by the Customer;
 - 5.3.5 the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 5.3.6 the material defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
 - 5.3.7 the Goods differ from their description or (if applicable) the Specification, as a result of changes made to ensure they comply with applicable statutory or regulatory standards
- 5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.
- 5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier
- 5.7 The Customer's attention is drawn again specifically to those matters contained at clause 9 of these Conditions.

6. Price and Payment

- 6.1 The price of the Goods shall be the price set out in the Order and shall be confirmed to the Customer in the Order Confirmation or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.
- 6.2 The Supplier may, by giving notice to the Customer at any time up to 2 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- 6.2.1 any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - 6.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - 6.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 6.3 The price of the Goods excludes amounts in respect of value added tax ("VAT"), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice.
- 6.4 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.
- 6.5 The Customer shall pay each invoice submitted by the Supplier, either:

- 6.5.1 within 14 days of the date of the invoice; or
- 6.5.2 or in accordance with the Supplier's credit terms agreed by the Supplier and confirmed in writing to the Customer, as set out in clause 6.6 ("**Credit Terms**").
- 6.6 Where payment is to be made in accordance with the Credit Terms:
 - 6.6.1 payment of all invoices offered for credit which are outstanding shall be listed in the end of month statement ("**Statement**");
 - 6.6.2 all invoices listed and any other sums demanded in the Statement are payable within 30 days of the issue date of the Statement.
- 6.7 The Customer shall pay each invoice submitted by the Supplier, whether or not such invoices are submitted in the Statement, in full and in cleared funds to a bank account nominated in writing by the Supplier.
- 6.8 Time for payment shall be of the essence of the Contract.
- 6.9 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 10 (Termination), 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 6.9 will accrue each day at 8.1% a year above the Bank of England's base rate from time to time, but at 8.1% a year for any period when that base rate is below 0%.
- 6.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Title and Risk

- 7.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 7.2 Title to the Goods shall not pass to the Customer until the earlier of:
 - 7.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due whether or not such sums are provided under the Supplier's Credit Terms (as outlined at clause 6.6, in which case title to the Goods shall pass at the time of payment of all such sums; and
 - 7.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 7.4.
- 7.3 Until title to the Goods has passed to the Customer, the Customer shall:
 - 7.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - 7.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 7.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 7.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 10.1.2 to clause 10.1.4; and

- 7.3.5 give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - 7.3.5.1 the Goods; and
 - 7.3.5.2 the ongoing financial position of the Customer.
- 7.4 Subject to clause 7.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
 - 7.4.1 it does so as principal and not as the Supplier's agent; and
 - 7.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 7.5 At any time before title to the Goods passes to the Customer, the Supplier:
 - 7.5.1 may by notice in writing, terminate the Customer's right under clause 7.4 to resell the Goods or use them in the ordinary course of its business; and
 - 7.5.2 shall require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.
- 7.6 The Customer grants to the Supplier an irrevocable licence to enter the premises of the Customer and the Customer shall indemnify the Supplier in respect of any and all costs or liabilities incurred by the Supplier where the Goods are located other than at the Customer's premises, for the purposes of exercising its rights under clause 7.5.2.

8. Customer's Obligations

- 8.1 The Customer shall ensure that the terms of the Order and any information it provides in the Specification, or in relation to delivery, are complete and accurate.
- 8.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):
 - 8.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to withhold delivery of the Goods or of any other goods which the Customer has ordered from the Supplier, until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
 - 8.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
 - 8.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9. Limitation of Liability

- 9.1 The restrictions on liability in this clause 9 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 9.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 9.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 9.3.1 death or personal injury caused by negligence;
 - 9.3.2 fraud or fraudulent misrepresentation;
 - 9.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; and
 - 9.3.4 defective products under the Consumer Protection Act 1987.
- 9.4 Subject to clause 9.3, the Supplier's total liability to the Customer shall not exceed the total charges due to the Supplier.
- 9.5 In clause 9.5 "*total charges*". The total charges mean all sums paid by the Customer and all sums payable under the Contract (but not any other contract) in respect of Goods actually supplied by the Supplier, whether or not invoiced to the Customer.
- 9.6 This clause 9.6 sets out specific heads of excluded loss and exceptions from them:
- 9.6.1 Subject to clause 9.3, the types of loss listed in clause 9.6.3 are wholly excluded by the parties, but the types of loss and specific losses listed in clause 9.6.4 are not excluded.
 - 9.6.2 If any loss falls into one or more of the categories in clause 9.6.3 and also falls into a category, or is specified, in clause 9.6.4, then it is not excluded.
 - 9.6.3 The following types of loss are wholly excluded:
 - 9.6.3.1 loss of profits;
 - 9.6.3.2 loss of sales or business;
 - 9.6.3.3 loss of agreements or contracts;
 - 9.6.3.4 loss of anticipated savings;
 - 9.6.3.5 loss of use or corruption of software, data or information;
 - 9.6.3.6 loss of or damage to goodwill; and
 - 9.6.3.7 indirect or consequential loss.
 - 9.6.4 Sums paid by the Customer to the Supplier pursuant to the Contract, in respect of any Goods not provided in accordance with the Contract are not excluded.
- 9.7 The Supplier has given commitments as to compliance of the Goods with relevant specifications in clause 5. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 9.8 This clause 9 shall survive termination of the Contract.

10. Termination

- 10.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 10.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - 10.1.2 the Customer 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;
 - 10.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 10.1.4 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 10.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 10.1.2 to clause 10.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 10.3 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.
- 10.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 10.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 10.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11. Force Majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force

Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 7 days' prior written notice to the affected party.

12. General

12.1 Assignment and other dealings.

12.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.

12.1.2 The Customer may not assign, transfer, mortgage, 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.

12.2 Set off.

12.2.1 The Supplier may at any time set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Conditions.

12.2.2 If the liabilities to be set off are expressed in different currencies, the Supplier may convert either liability at a market rate of exchange for the purpose of set-off.

12.2.3 Any exercise by the Supplier of its rights under this clause 12.2 shall not limit or affect any other rights or remedies available to it under these Conditions or otherwise.

12.3 Confidentiality.

12.3.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.3.2.

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

12.3.2.1 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 the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12.2; and

12.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12.4 Entire agreement.

- 12.4.1 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.
- 12.4.2 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 12.5 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.6 **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.
- 12.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 12.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 12.8 **Notices.**
- 12.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
- 12.8.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 12.8.1.2 or sent by email to the address specified in the Order or in the Order Acknowledgement.
- 12.8.2 Any notice or communication shall be deemed to have been received:
- 12.8.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
- 12.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- 12.8.2.3 if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 12.8.2.3, business hours means 9.00am to

5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

12.8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12.9 **Third party rights.**

12.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

12.9.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

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

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