The customer's attention is drawn in particular to clause 7 and 13.

1. Interpretation

1.1 **Definitions:**

Business Day	a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Business Hours	the period from 9.00 am to 5.00 pm on any Business Day.
Conditions	the terms and conditions set out in this document as amended from time to time in accordance with clause 16.7.
Confidential Information	any information, which by its nature is confidential, concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs.
Contract	the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
Customer	the organisation or sole trader who purchases the Goods from the Supplier.
Data Protection Law	the law relating to the protection of personal data and the privacy of individuals, including the UK GDPR (having the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*).
Delivery Location	has the meaning given in clause 4.2.
Force Majeure Event	an event, circumstance or cause beyond a party's reasonable control including but not limited to: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; shortage in or lack of raw materials; any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; non-performance by suppliers or subcontractors; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts.

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Goods	the goods (or any part of them) set out in the Order.
Intellectual Property Rights	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Order	the Customer's order for the Goods, as set out in the Customer's purchase order form (to include any order number and quantity of the Goods), the Customer's written acceptance of the Supplier's quotation, or overleaf, as the case may be.
Recalled Goods	has the meaning given in clause 8.1.
Specification	any specification for the Goods that is agreed in writing by the Supplier.
Supplier	**Acandis UK Limited** (registered in England and Wales with company number 14502503).
VAT	value added tax chargeable in the UK or any equivalent tax chargeable in any other jurisdiction.

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 successors and permitted assigns.

1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted and includes all subordinate legislation made under that legislation or legislative provision.

1.2.4 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 A reference to **writing** or **written** excludes fax but not email.

1.2.6 Clause headings shall not affect the interpretation of this agreement.

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1.2.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Basis of contract

2.1 Subject to the written agreement of the Supplier stating otherwise:

2.1.1 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; and

2.1.2 the Customer waives any right it might have to rely on any term endorsed upon, delivered with or contained in any documents or made by any employees or agents of the Supplier that is inconsistent with these Conditions.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer must ensure 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 and on which date the Contract shall come into existence.

2.4 Any samples, drawings, descriptive matter, bidding documents, or advertising produced by or on behalf of the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures (whether digital or otherwise) 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, unless agreed otherwise in writing by the Supplier.

2.5 The Customer shall not be entitled to retain such materials referred to in clause 2.4 and the Customer shall return these to the Supplier upon request and the Supplier’s cost.

2.6 Any quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall only be valid for a period of 10 Business Days from its date of issue.

3. Goods

3.1 The Goods are described in the Supplier's instructions for use (IFU) as modified by any applicable Specification.

3.2 The Customer shall indemnify the Supplier against all losses incurred by the Supplier as a result of any claim that the Supplier's use of the Specification infringes the intellectual property rights of any third party. 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 law or regulatory requirement and shall notify the Customer in any such event.

4. Delivery

4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note that shows the price of the Goods, the type and quantity of the Goods (including the lot number of the Goods), special storage instructions (if not already provided) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

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4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree in writing (**Delivery Location**) at any time after the Supplier notified the Customer that the Goods are ready.

4.3 Delivery is completed on completion of the unloading of the Goods at the Delivery Location. The Customer, at its cost, is responsible for the unloading of the Goods and for any damage caused during the process.

4.4 Unless otherwise agreed in writing, if the Customer is not available to unload the Goods at the time of delivery at the Delivery Location:

4.4.1 the Customer must rearrange delivery with the Supplier within 1 Business Day of the original delivery;

4.4.2 the Supplier may agree to store the Goods at the cost of the Customer until re-delivery;

4.4.3 if the Customer fails to rearrange delivery under clause 4.4.1 or to be available to unload the Goods following an attempt at re-delivery after 5 Business Days:

4.4.3.1 the Goods shall be returned to the Supplier;

4.4.3.2 the Supplier may resell or otherwise dispose of part or all of the Goods;

4.4.3.3 the Customer shall pay any shortfall between the price of the Goods received upon resale or disposal (as applicable), and the price that would have been paid under the Contract had the Customer complied with its delivery and unloading obligations; and

4.4.4 the Customer shall indemnify the Suppler on demand for the costs incurred in re-delivery, storage (including insurance costs) and return delivery (including freight, taxes, import or duty costs) of the Goods.

4.5 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 information that is relevant to the supply of the Goods.

4.6 If the Supplier fails to deliver the Goods, its liability shall be limited to the price of the Goods as stated in the Order. The Supplier shall not be liable for any failure to deliver 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.

4.7 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 must within 1 Business Day of Delivery notify the Supplier in writing.

4.8 If the Supplier receives a notice pursuant to clause 4.7 the supplier may arrange for a collection or delivery of the Goods as the case may be or, make a pro rata adjustment to the invoice for the Goods.

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4.9 The Supplier may deliver the Goods by instalments, which it shall invoice and which the Customer shall pay for separately. Each instalment shall constitute a separate contract. Any delay in delivery of or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality of Goods

5.1 The Supplier shall manufacture, pack and supply the Goods in accordance with accepted industry standards and practices that are applicable.

5.2 The Supplier warrants that on delivery, the Goods shall:

5.2.1 subject to clause 5.4, conform to the Specification;

5.2.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier in writing;

5.2.3 be free from defects in design, material and workmanship; and

5.2.4 comply with all applicable statutory and regulatory requirements.

5.3 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.

5.4 The Supplier may make changes to the Specifications of the Goods, provided the changes do not adversely affect the quality of the Goods. The Supplier shall give notice of any changes to the Specifications as soon as reasonably practicable.

6. Storage and use

6.1 The Customer shall:

6.1.1 store the Goods in a suitable area to maintain their condition;

6.1.2 store the Goods in accordance with clause 9.3; and

6.1.3 store, handle and use the Goods:

6.1.3.1 so the Goods delivered earliest are the first to be used;

6.1.3.2 so, where the Goods carry expiry or 'use by' dates, the Goods with the earliest expiry or 'use by' dates are used first, regardless of delivery sequence; and

6.1.3.3 in accordance with the instructions of any labels or packaging of, or accompanying the Goods, or any instructions of the Supplier.

6.2 The Customer is solely responsible for ensuring that all product packaging, labels or leaflets accompanying the Goods are read carefully and that any advice or instructions given by the Supplier is carefully followed.

7. Inspection and rejection of Goods

7.1 The Customer shall inspect all Goods immediately on delivery and shall notify the Supplier within 1 Business Day of discovering any damage or defect.

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7.2 The Customer shall return any Goods that are defective or that do not conform to their description or Specification within 5 Business Days of delivery or, if such Goods are subject to temperature-controlled storage, within 72 hours of Delivery.

7.3 The Supplier shall, at its option and to the extent that it agrees that such Goods do not comply with clause 5.2, repair or replace the defective Goods, or refund the price of the defective Goods in full.

7.4 If the Customer fails to give notice of rejection in accordance with clause 7.1 it shall be deemed to have accepted the Goods.

7.5 If the Goods show any defects or damage the Customer shall take reasonable steps to preserve any rights or claims the Supplier may have against its carrier or insurance provider, including documenting the defects and/or damage and promptly providing any evidence to the Supplier.

7.6 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.2if:

7.6.1 the Customer fails to give notice of rejection in accordance with clause 7.1;

7.6.2 the Customer makes any further use of such Goods after giving notice in accordance with clause 7.1;

7.6.3 the defect arises because the Customer failed to follow the Supplier's oral or written instructions (or any instructions on, or included in, the labelling or packaging of the Goods) as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;

7.6.4 the Goods have been opened, partly used or the seals, packaging or labels have been removed or tampered with;

7.6.5 the Customer alters or repairs such Goods, including any packaging and labels, without the written consent of the Supplier;

7.6.6 the defect arises as a result of fair wear and tear, wilful damage, inappropriate use, negligence, abnormal storage or working conditions;

7.6.7 the defect arises as a result of the Customer’s unloading of the delivery;

7.6.8 the defect arises as a result of the Supplier following any specification supplied by or on behalf of the Customer; or

7.6.9 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

7.7 Except as provided in this clause 7 and to the extent permitted by law, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty in clause 5.1.

7.8 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

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8. Recall of Goods

8.1 In the event that the Supplier should deem a recall of any Goods to be required, the Customer shall promptly upon notice from the Supplier provide all reasonable assistance requested, and:

8.1.1 return to the Supplier all of the Goods affected by the recall (the '**Recalled Goods**'), and

8.1.2 provide a written log of any Recalled Goods under the control of any third party (whether stored, transferred or sold to such third party) and provide the Supplier with all information requested in order to obtain these Recalled Goods.

8.2 The Supplier shall bear the reasonable costs of returning the Recalled Goods (whether by collection or delivery).

8.3 If the Supplier is unable to replace or return the Recalled Goods within a reasonable period following receipt of the Recalled Goods, the Supplier shall, at its option, refund or provide credit to the value of the Recalled Goods retained by the Supplier to the Customer.

9. Title and risk

9.1 The risk in the Goods shall pass to the Customer on the completion of delivery.

9.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods.

9.3 Until title to the Goods has passed to the Customer, the Customer shall:

9.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

9.3.2 not remove, deface or obscure any identifying mark, packaging or labels on or relating to the Goods;

9.3.3 keep the Goods in satisfactory condition and keep them insured against all risks for their full price from the unloading of the delivery;

9.3.4 notify the Supplier immediately if it becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.4; and

9.3.5 give the Supplier such information as the Supplier may reasonably require from time to time relating to:

9.3.5.1 the Goods; and

9.3.5.2 the Customer's ongoing financial position.

9.4 Subject to clause 9.5, the Customer may use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods.

9.5 At any time before title to the Goods passes to the Customer, the Supplier may:

9.5.1 terminate the Customer's right under clause 9.4 to use the Goods in the ordinary course of its business; or

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9.5.2 require the Customer to deliver up all Goods in its possession and control, 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, to recover them. The Customer shall procure entry to any such third party's premises if requested to do so by the Supplier.

10. Price and Payment

10.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's price list in force as at the time of the Order. The price for the Goods may be subject to change depending on the Customer's method of purchase.

10.2 The Supplier may, by giving notice in writing to the Customer at any time up to 10 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

10.2.1 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);

10.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered; or

10.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give or delay by the Customer in giving the Supplier adequate or accurate information or instructions.

10.3 The price of the Goods:

10.3.1 excludes amounts in respect of 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; and

10.3.2 excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

10.4 The Supplier may invoice the Customer for the Goods on or at any time after the Contract shall come into existence pursuant to clause 2.3.

10.5 The Customer shall pay each invoice submitted by the Supplier:

10.5.1 within 60 days of the date of each invoice or in accordance with any credit terms agreed in writing by the Supplier, whichever is shorter; and

10.5.2 in full and in cleared funds to a bank account nominated in writing by the Supplier,

and time for payment shall be of the essence of the Contract.

10.6 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 14, 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 10.6 will accrue each day at 4% a year

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above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

10.7 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).

11. Intellectual Property Rights

11.1 The Supplier shall retain ownership of all Intellectual Property Rights in the Goods and any Supplier materials, information and documentation.

12. Data Protection

12.1 Each party shall, at its own expense, ensure that it complies with and reasonably assists the other party to comply with the requirements of Data Protection Law.

12.2 The Supplier shall process the Customer's personal data in accordance with its privacy policy.

13. Limitation of liability

13.1 The limits and exclusions in this clause 13 reflect the insurance cover the Supplier has been able to arrange. The Customer is responsible for making its own arrangements for the insurance of any excess liability.

13.2 References to liability in this clause 13 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence) or otherwise.

13.3 Nothing in the Contract limits any liability for:

13.3.1 death or personal injury caused by negligence;

13.3.2 fraud or fraudulent misrepresentation;

13.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979;

13.3.4 breach of section 2 of the Consumer Protection Act 1987;

13.3.5 any liability that cannot legally be limited; or

13.3.6 the Customer's payment obligations under the Contract.

13.4 Subject to clause 13.3, the Supplier's total aggregate liability to the Customer under the Contract and any other agreements or arrangements shall not exceed £1,000,000.

13.5 Subject to clause 13.3, the following types of loss are wholly excluded:

13.5.1 loss of profit;

13.5.2 loss of or damage to goodwill;

13.5.3 loss of sales or business;

13.5.4 loss of business opportunity;

13.5.5 loss of anticipated saving;

13.5.6 loss of use, corruption of data or information; or

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13.5.7 special, indirect or consequential damage.

13.6 Subject to clause 13.3, the Supplier shall not be liable for any claim under this Contract unless proceedings are commenced in the courts of England and Wales within 6 months from the date on which the Customer became aware, or ought reasonably to have become aware, of the circumstances giving rise to the claim and such claim is properly notified to the Supplier in accordance with this Contract.

13.7 This clause 13 shall survive termination of the Contract.

14. Termination

14.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if:

14.1.1 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 14 days of it being notified in writing to do so;

14.1.2 the Customer takes any step or action in connections 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;

14.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

14.1.4 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.

14.2 Without limiting its other rights or remedies, the Supplier may suspend supply 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 14.1.2 to clause 14.1.4, 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.

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 14 days after being notified in writing to make such payment.

14.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's 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 the Customer shall pay immediately on receipt.

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14.5 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.

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 of the Contract shall remain in full force and effect.

15. Confidentiality

15.1 Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.

15.2 Each party may disclose the other party's Confidential Information:

15.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 15.2; and

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

15.3 Neither party may 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.

16. General

16.1 **Force majeure.** The Supplier shall not be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for 60 days, the party not affected may terminate the Contract by giving not less than 15 days' written notice to the affected party.

16.2 **Rights and remedies**. The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16.3 **No partnership or agency**. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

16.4 **Further assurance**. 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 reasonably be required for the purpose of giving full effect to this Agreement.

16.5 **Assignment and other dealings**

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16.5.1 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract, provided that it gives prior written notice of such dealing to the Customer.

16.5.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

16.6 **Entire agreement.**

16.6.1 Unless set out in these Conditions, the Contract constitutes the entire agreement between the parties.

16.6.2 Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

16.7 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.8 **Waiver.**

16.8.1 Except as set out in clause 2.1, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

16.8.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

16.9 **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 or part-provision of the Contract is deemed deleted under this clause 16.9, 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.

16.10 **Notices.**

16.10.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

16.10.1.1 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

16.10.1.2 sent by email to the addresses notified in writing by each party to the other (or an address substituted in writing by the party to be served).

16.10.2 Any notice shall be deemed to have been received:

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16.10.2.1 if delivered by hand, at the time the notice is left at the proper address;

16.10.2.2 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;

16.10.2.3 if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

16.10.3 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.

16.11 **Third party rights.** 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. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

16.12 **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 English law.

16.13 **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 the Contract or its subject matter or formation.

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