

GRIDSMART LIMITED (THE COMPANY)

TERMS AND CONDITIONS OF PURCHASE FOR GOODS AND/OR SERVICES

1. Definitions and Interpretation

"Background IPR" IPR owned by or licensed to a party prior to the date of the Order which is used in creating and delivering any and all elements of the Goods and/or Services.

"Business Day" means any day other than a Saturday, Sunday, or bank holiday.

"Confidential Information" means all information concerning or relating to the Company or any person, firm, or company with whom the Company deals, and which relates to any of their respective businesses, which is not in the public domain.

"Commencement Date" the date specified in the Agreement Details or the relevant Order.

"Contract" The contract between the Company and the Supplier for the supply of Goods and/or Services in accordance with the Order and these terms and conditions.

"Delivery Address" means the address stated on the Order for delivery of the Goods or Services.

"Foreground IPR" any and all IPR which arises or is developed by the Company or by the Supplier (or by any permitted subcontractor on its behalf) in the course of or in connection with the creation or delivery of any and all elements of the Goods and/or Services.

"Goods" means the goods, materials, and any other supplies ordered by the Company from the Supplier as set out in the Order.

"IPR" means all patents, trademarks, service marks, trade names, copyright (including rights in computer software) and moral rights, database rights, rights in designs, rights in inventions, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

"Order" the Company's purchase order for Goods and/or Services together with all the specifications and documents.

"Order Number" means the unique number that appears on the Order.

"Party" or the "Parties" refer to the parties to the Agreement.

"Price" the price payable by the Company for the Goods and/or Services as specified in the Agreement Details or the relevant Order.

"Regulations" any order, regulation or other instrument or code of practice whether or not having the force of law that applies or relates to the Goods and/or Services, including any Company policy, guidance, or procedure.

"Specification" means the technical requirements specifications, drawings, and other description of the Goods and/or Services incorporated in the Order.

"Supplier" means the person, firm, or company to whom the Company's purchase order ("Order") is addressed and who is to supply the Goods/Services.

"Services" means the work/services ordered by the Company from the Supplier as set out in the Order.

"the Company" means GridSmart Limited (CRN:03296028).

"Workers" Means, adequately skilled, trained, and capable individuals provided by the Supplier to perform the "Services" for the Company.

"Writing" includes electronic mail and comparable means of communication.

2. General

2.1 These Terms and Conditions together with the relevant Order, any specifications and plans provided by the Company and any specific

guarantee arrangements applying to the Goods and/or Services, constitute the contract between the Parties for the supply of the Goods and/or Services (the "Contract").

2.2 The headings in these Terms and Conditions are for ease of reference only and shall not affect the interpretation or construction of these Terms and Conditions.

2.3 Where the context permits, the use of the singular shall be construed to include the plural, and the use of plural the singular, and the use of any gender shall include all genders.

2.4 Any reference in these Terms and Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted, or extended at the relevant time.

3. Basis of Purchase

3.1 The Order constitutes an offer by the Company to purchase the Goods and/or Services subject to these Terms and Conditions.

3.2 The Supplier shall accept the Order placed by the Company and a binding contract for the supply of the Goods and/or Services subject to these conditions, shall exist by whichever is the earlier of: -

3.2.1 The Supplier's acceptance of the Order, in writing or orally, subject to these Terms and Conditions; or

3.2.2 Delivery of Goods and/or Services.

3.3 Any typographical clerical or other accidental error or omission in the Order placed by the Company or in any drawings, specifications, instructions, tools, or other material supplied by the Company, shall be subject to correction without any liability on the part of the Company.

3.4 No variation to the Contract shall be binding unless agreed in writing between the authorised representatives of the Company and the Supplier.

4. Specification

4.1 The quantity, quality, and description of the Goods and/or Services shall, subject as provided in these Terms and Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Company to the Supplier or agreed in writing by the Supplier.

4.2 Any Specification supplied by the Company to the Supplier, or specifically produced by the Company for the Supplier, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Company. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract.

4.3 Goods shall be marked in accordance with the Company's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4.4 The Supplier shall not unreasonably refuse to take any steps necessary to comply with any request by the Company to inspect or test Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and to provide the Company with any facilities reasonably required by the Company for inspection or testing.

4.5 If as a result of inspection or testing the Company is not satisfied that the Goods will comply in all respects with the Contract, and the Company so informs the Supplier within seven days of inspection or

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testing, the Supplier shall take such steps as are necessary to ensure compliance.

4.6 The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.

5. Confidentiality and Data Protection

5.1 Each party to the Agreement shall at all times keep confidential (and take reasonable steps to ensure that its employees, agents or subcontractors shall keep confidential) and shall not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any Confidential Information.

5.2 Each party acknowledges that personal data which is supplied or is obtained by it during the course of the Contract complies with and has been processed in accordance with all applicable UK data protection legislation and any other applicable European Union legislation including, but not limited to, the Data Protection Act 2018, the EU General Data Protection Regulation (2016 / 679) and any other applicable statutory or regulatory provisions, including any European Directives and regulations in force from time to time relating to the protection, processing and transfer of personal data (including, without limitation, the privacy of electronic communications).

6. Charges, Price, and Payment

6.1 The Price of the Goods and/or Services shall be as stated in the Order and, unless otherwise so stated, shall be: -

6.1.1 Exclusive of any applicable value added tax (which shall be payable by the Company subject to receipt of a VAT invoice); and

6.1.2 Inclusive of all charges for packaging, packing, shipping, carriage, insurance, and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.

6.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Company in writing.

6.3 The Company shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms and conditions of sale.

6.4 The Supplier shall be entitled to invoice the Company on or at any time after delivery of the Goods and/or Services, as the case may be, and each invoice shall quote the number of the Order.

6.5 Unless otherwise stated in the Order, the Company shall pay the Price of the Goods and/or Services within 30 days after receipt by the Company of a valid invoice or, if later, after acceptance of the Goods and/or Services by the Company.

6.6 The Company shall be entitled to set off against the Price any sums owed to the Company by the Supplier.

7. Late Payment

7.1 If the Company fails to make any payment due to the Supplier under condition 6 by the date it falls due, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to: -

7.1.1 Terminate the contract, provided that the Company fails to make the due payment of an undisputed invoice within 20 Working Days' after receiving written notice from the Supplier of intention to terminate and in the written notice, giving full particulars of the payment due and requiring such payment to be made within 20 Working Days'.

7.1.2 Appropriate any payment made by the Company for such Goods and/or Services (or Goods and/or Services supplied under any other agreement between the Company and the Supplier) as the Supplier may think fit (notwithstanding any purported apportionment by the Company); and

7.1.3 Charge the Company interest (both before and after any judgement) on the amount unpaid, at the rate of two per cent per annum above the Bank of England base rate from time to time until payment in full is made (a part of a week being treated as a full week for the purpose of calculating such interest).

8. Delivery

8.1 The Goods and/or Services shall be delivered at/to the Delivery Address on the date or within the period stated in the Order.

8.2 Where it is agreed in writing that the date of delivery of the Goods and/or Services is to be specified by the Supplier after the placing of the Order, the Supplier shall give the Company reasonable notice in writing of the specified date.

8.3 The time of delivery of the Goods and/or Services is of the essence of the Contract.

8.4 For Goods, a packing note clearly quoting the number of the Order must accompany each delivery or consignment of the goods.

8.5 If the Goods and/or Services are to be delivered by instalments, the Contract will be treated as a single contract.

8.6 The Company shall be entitled to reject any Goods and/or Services delivered which are not in accordance with the Contract, and the Company shall not be deemed to have accepted any Goods and/or Services until the Company has had reasonable time to inspect the Goods or accept Services have been completed to the satisfaction of the Company.

8.7 The Supplier shall supply the Company in good time with any instructions or other information to enable the Company to accept delivery of the Goods and/or Services.

8.8 The Supplier acknowledges that the Company has a legitimate commercial interest in the Goods and/or Services being delivered on the due date and that the Supplier should have an appropriate remedy if they are not so delivered.

8.9 The Company shall not be deemed to have accepted the Goods and/or Services until the Company has had seven days to inspect them following provision.

9. Quality

9.1 Throughout the period specified by the "Order" the Supplier shall: -

9.1.1 Use the best quality materials, techniques and standards and ensure that the Goods and/or Services are provided with the care, skill and diligence required in accordance with the best practice in the Supplier's industry, profession, or trade; and

9.1.2 Keep detailed records of all activities undertaken in connection with the provision of Goods and/or Services and at the Company's reasonable request make such records available for inspection and/or provide copies thereof to the Company; and

9.1.3 Not do or omit to do any act, the doing of which or the omission of which would or might cause a breach of these Terms and Conditions; and

9.1.4 In respect of Services performed during each week, submit to the Company, weekly timesheets which shall be approved by an authorised representative of the Company.

9.2 Where the Supplier is not the manufacturer of Goods, the Supplier shall endeavour to transfer to the Company the benefit of any warranty or guarantee given to the Supplier.

9.3 The Supplier warrants that (subject to the other provisions of these Terms and Conditions) upon delivery and for a period of twelve months (or greater period if specified by the Supplier) from the date of delivery, the Goods shall:

9.3.1 Be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

9.3.2 Be reasonably fit for purpose; and

9.3.3 Be reasonably fit for any particular purpose for which the Goods are being bought if the Company had made known that purpose to

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the Supplier in writing and the Supplier has confirmed in writing that it is reasonable for the Company to rely on the skill and judgment of the Supplier.

9.4 The Supplier shall not be liable for a breach of any of the warranties in condition 9.2 if:

9.4.1 The Supplier is given a reasonable opportunity after receiving the notice of examining such Goods and the Company (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Supplier's cost for the examination to take place there; and

9.4.2 The Company makes any further use of such Goods after giving such notice; or

9.4.3 The defect arises because the Company failed to follow the Supplier's written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice.

9.5 Subject to condition 9.3, if any of the Goods do not conform with any of the warranties in condition 9.2 the Supplier shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Supplier so requests, the Company shall, at the Supplier's expense, return the Goods or the part of such Goods which is defective to the Supplier.

9.6 The Supplier shall comply with the reasonable written instructions of the Company, which may be given from time to time.

10. Title in the Goods

10.1 Title in the Goods shall pass to the Company on completion of unloading of the Goods by the Supplier at the place of delivery and risk in the Goods shall pass to the Company on completion of delivery.

10.2 The Supplier shall not permit any lien to arise or subsist in respect of Goods for any sum due from the Supplier or its subcontractors or any third party.

10.3 The Supplier shall ensure that Goods are marked or recorded so that they are readily identifiable as the property of the Company other than for Goods that fall into the category of consumables, ready use items, raw materials, office supplies and material that is held in general stock holdings. The Supplier shall comply with any direction given by the Company in this respect.

10.4 The Supplier shall hand over to the Company on demand any Goods the title in which has passed to the Company pursuant to clause 10.1, and if it shall fail to do so the Company shall be entitled to remove such Goods, and to recover the cost of so doing from the Supplier.

11. Intellectual Property

11.1 Intellectual Property Rights

11.1.1 Each party shall remain the sole right holder of its Background IPR, without prejudice to any third parties' rights.

11.1.2 If the Company's Background IPR is necessary to the performance of the Order, the Company shall grant to the Supplier, for the duration of the Contract and for the sole purpose of its performance, a personal, revocable, non-exclusive, and free of charge right to use such Background IPR. The Supplier undertakes not to use, copy, modify, reverse engineer, or reproduce, whether entirely or partially, the Background IPR, for any purposes other than the performance of the Order. The right granted by this Condition to use the Company's Background IPR may be extended to the Supplier's subcontractors who perform part of the Order, strictly subject to the Company's prior written consent. The right granted by this Condition may be revoked by the Company at any time upon 7 days' notice to the Supplier.

11.1.3 Subject to clause 11.2 (Foreground IP), in providing the Services, the Supplier shall provide or procure the provision of a royalty free, non-exclusive, worldwide, non-transferable sub-

licensable licence to use, copy, store, modify, enhance, adapt, translate, develop, maintain, support or otherwise deal with in favour of the Company and any subsequent contractor, maintainer or operator to use the Intellectual Property Rights in any Goods and/or Services the Supplier is providing under this Agreement for any purpose prescribed by the Head Contract.

11.2 Foreground IP

11.2.1 Without limiting clause 11.1 (Intellectual Property Rights) all Foreground IPR shall vest in and be the property of the Company and the Supplier assigns to the Company absolutely with full title guarantee all its right, title to and (shall as applicable assign) all present and future rights and interest in the Foreground IP, including:

11.2.1.1 The absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Foreground IP; and

11.2.1.2 The right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Foreground IPR whether occurring before, on, or after the Commencement Date.

11.2.2 Where Foreground IPR forms is recorded in a Good or Service, the Foreground IPR shall be deemed to have vested in the Company immediately upon creation of the relevant Foreground IPR, notwithstanding that the relevant Good or Service may vest in the Company at a later date pursuant to clause 10.

11.2.3 At the request of the Company, the Supplier shall assist in obtaining patent or like protection subject to being reimbursed their reasonable costs for providing such assistance.

11.2.4 The Supplier shall mark any copyright work which is Foreground IPR, which vests in the Company in accordance with a legend "© Crown owned copyright [insert year of generation of the work]".

11.3 Third Party Intellectual Property Rights

11.3.1 As it becomes aware, the Supplier shall promptly notify the Company of:

11.3.1.1 Any invention or design the subject of patent or registered design rights (or application therefor) owned by a third party which appears to be relevant to the performance of this Agreement or to use by the Company of anything required to be done or delivered under this Agreement; and

11.3.1.2 Any restriction as to disclosure or use, or obligation to make payments in respect of any other intellectual property (including technical information) required for the purposes of this Agreement or subsequent use by the Company of anything delivered under this Agreement and, where appropriate, the notification shall include such information as is required by Section 2 of the Defence Contracts Act 1958; and

11.3.1.3 Any allegation of infringement of intellectual property rights made against the Supplier and which pertains to the performance of this Agreement or subsequent use by the Company of anything required to be done or delivered under this Agreement.

11.3.2 This clause 11.3 does not apply in respect of Goods or Services normally available from the Supplier as a commercial off the shelf (COTS) item or service. If the information required under this clause 11.3 has been notified previously, the Supplier may meet its obligations by giving details of the previous notification.

11.3.3 If the Supplier becomes aware of any claim or action relevant to the notification provided pursuant to clause 11.3.1, the Supplier shall promptly notify the Company.

12. Assignment

12.1 The Company may assign the Goods and/or Services or any part of it to any person, firm, or company.

12.2 The Supplier shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

13. Warranty (Goods)

13.1 The Supplier warrants to the Company that the Goods: -

13.1.1 Will, both at the time of delivery and for a reasonable period of time, thereafter, be of the best available design, quality, material and workmanship and conform in all respects with the Order and Specification supplied or advised by the Company to the Supplier; and
13.1.2 Will be free from defects in design, material, and workmanship; and

13.1.3 Will correspond with any relevant Specification or sample; and
13.1.4 Will comply with all statutory requirements and regulations relating to the sale of the Goods.

14. Indemnity

14.1 The Supplier shall indemnify the Company in full against all liability, loss, damages, costs, and expenses (including legal expenses) awarded against or incurred or paid by the Company as a result of or in connection with: -

14.1.1 Breach of any warranty given by the Supplier in relation to the Goods and/or Services; and

14.1.2 Any claim that the Goods and/or Services infringe, or that their importation, use or resale, infringes, the patent, copyright trademark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Company; and

14.1.3 Any act or omission of the Supplier or its employees, agents or subcontractors in supplying, delivering or installing the Goods and/or Services; and

14.1.4 All claims by the customers of the Company (and their sub-customers) arising out of any breach whatever by the Supplier of this contract for sale; and

14.1.5 Any tax and National Insurance or similar contributions which the Company suffers relating to the provision of the Services.

15. Liability and Insurance

15.1 Nothing in this Agreement shall limit or exclude the Company's liability for: -

15.1.1 Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or

15.1.2 Fraud or fraudulent misrepresentation.

15.2 The Supplier shall take out and maintain for the duration of the Service with reputable insurers: -

15.2.1 A policy of Public Liability Insurance for an amount not less than £5 million per event or series of events in respect of loss of or damage to property of the Company, the Company Customer or end user, or death, disease, illness, or injury to persons resulting from provision of the Supplies; and

15.2.2 A policy of Product Liability Insurance for an amount not less than £5 million per event or series of events in respect of loss of or damage to property of the Company, the Company Customer or end user, or death, disease, illness, or injury to persons resulting from provision of the Supplies; and

15.2.3 Where applicable, a policy of Professional Indemnity Insurance for an amount not less than £5 million per event or series of events; and

15.2.4 The Supplier shall upon request provide the Company with a copy of the insurance policies and evidence of their currency.

15.3 The Supplier agrees to indemnify and keep indemnified the Company from and against all costs, claims, demands, liabilities, expenses, damages, or losses arising out of or in connection with: -

15.3.1 Any claim made against the Company for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the provision of the Services or the supply or

use of the Goods and/or any breach by the Supplier of clause 11 (Intellectual Property); and

15.3.2 Any breach by the Supplier of clause 5 (Confidentiality and Data Protection), clause 12 (Assignment) and any other clause of this Agreement which states that this clause 15 applies in respect to any breach of such clause; and

15.3.3 Any claim made against the Company by a third party arising out of or in connection with the provision of the Services or the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Supplier, its employees, agents, or subcontractors; and/or

15.3.4 Any claim made against the Company by a third party for death, personal injury or damage to property howsoever arising.

16. Remedies

16.1 Without prejudice to any other right or remedy which the Company may have, if any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract the Company shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted by the Company: -

16.1.1 To rescind the Order; and/or

16.1.2 To reject the Goods (in whole or in part) and return Goods to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier; and/or

16.1.3 To reject the Services (in whole or in part) on the basis that a full refund for the Services so rejected shall be paid forthwith by the Supplier; and/or

16.1.4 At the Company's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect/non-conformity with the Goods and/or Services supplied, or to supply replacement Goods and/or conforming Services, and carry out any other necessary work to ensure that the terms of the Contract are fulfilled; and/or

16.1.5 To refuse to accept any further deliveries of the Goods and/or Services but without any liability to the Supplier; and/or

16.1.6 To carry out at the Supplier's expense any work necessary to make the Goods/Services comply with the Contract; and/or

16.1.7 To claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.

17. Termination

17.1 Without affecting any other right or remedy available to it, the Company may terminate any Order and/or the Contract with immediate effect by giving written notice to the Supplier if the Supplier: -

17.2 Commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so. On termination of any Order and/or the Contract (howsoever caused), no further sums shall become due to the Supplier save in respect of any Goods and/or Services delivered and accepted prior to termination.

17.3 The Company shall be entitled to terminate the Contract with immediate effect and without liability to the Supplier by giving notice to the Supplier at any time if: -

17.3.1 The Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

17.3.2 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or

17.3.3 The Supplier ceases or threatens to cease, to carry on business; or

17.3.4 The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

18. Modern Slavery

18.1 The parties shall comply with all applicable anti-slavery and human trafficking laws and regulations including the Modern Slavery Act 2015.

18.2 The parties shall not engage in any activity, practice, or conduct that would constitute an offence under the Modern Slavery Act 2015 if such activity, practice, or conduct had been carried out in England and Wales.

18.3 Breach of this clause shall be deemed a material breach under clause 17.2.

19. Bribery and Corruption

19.1 The parties shall comply with all applicable laws, regulations, codes, and sanctions relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010, and shall not engage in any activity, practice, or conduct that would constitute an offence under the Bribery Act 2010. Each party shall promptly report to the other any request or demand for a facilitation payment, inducement, or other advantage of any kind received in connection with the performance of this Agreement.

20. Equality

20.1 The Supplier shall not unlawfully discriminate either directly or indirectly on the grounds of age, disability, gender, sexual orientation, marital status, pregnancy and maternity, race, or religion or belief. The Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 (or any statutory modification or re-enactment thereof) or other relevant or equivalent legislation in the country where this Agreement is being performed.

20.2 The Supplier agrees to secure the observance of the provisions of this clause 20 by any of its employees, agents or other persons acting under its direction or control who are engaged in the performance of this Agreement.

21. Counterfeit Materiel

21.1 For the provision of Goods, the Supplier shall have arrangements in place to manage the risk of counterfeit materiel in its supply chain.

21.2 Suspected or actual counterfeit goods must be reported by written notice to the Company within 24 hrs of the Supplier becoming aware or suspecting counterfeit goods have been supplied to the Company. The mailbox to be utilised for such notification to the Company or any other counterfeit related issues is: accounts@gridsmart.co.uk.

22. Force Majeure

22.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control including but not limited to war, national emergency, flood, earthquake, strike or lockout, the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

22.2 Condition 22.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.

22.3 Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

22.4 If and when the period of such incapacity exceeds six months, then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

23. Communications

23.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid recorded first-class post or sent by electronic mail: -

23.1.1 (In case of communications to the Supplier) To its registered office or such changed address as shall be notified to the Company by the Supplier; or

23.1.2 (In the case of the communications to the Company) To the registered office of the Company or (in any other case) to any address of the Company set out in any document which forms part of the Contract or such other address as shall be notified to the Supplier by the Company.

23.2 Communications shall be deemed to have been received: -

23.2.1 If sent by pre-paid recorded first-class post, two Business Days after posting (exclusive of the day of posting); or

23.2.2 If delivered by hand, on the day of delivery; or

23.2.3 If sent by electronic mail on a Business Day prior to 16.00 hours, at the time of transmission and otherwise on the next Business Day.

23.2.4 Communications addressed to the Company shall be marked for the attention of the Finance Director.

23.2.5 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

24. Waiver

24.1 No waiver by the Company of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

25. Severance

25.1 If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

26. No Partnership or Agency

26.1 Nothing in this Agreement is intended to, nor shall be deemed to establish any partnership or joint venture between any of the parties, nor constitute any party the agent of another party. No party shall have authority to make or enter into any commitments for or on behalf of any other party.

27. Entire Agreement

27.1 The parties agree that this Agreement constitutes the entire agreement between the parties in relation to its subject matter. No other term, express or implied, forms part of this Agreement. Save as expressly agreed in this Agreement, no usage, custom or course of dealing forms part of or affects this Agreement.

28. Third Party Rights

28.1 A person who is not a party to the Contract shall have no rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

29. Governing Law and Jurisdiction

29.1 The Contract shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.