

## U-POL LIMITED - TERMS AND CONDITIONS OF PURCHASE

### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions (unless the context otherwise requires), the following words and phrases shall have the following meanings:

**"Buyer"** means U-POL Limited, a company registered in England and Wales under number 464919, whose registered office is at Denington Road, Denington Industrial Estate, Wellingborough, NN8 2QH, United Kingdom;

**"Conditions"** means these terms and conditions of purchase;

**"Consignment Stock"** means Goods that are the subject of consignment orders and have been delivered to the Buyer's premises;

**"Contract"** means a contract for the purchase of Goods made by or on behalf of the Buyer with a Supplier;

**"Delivery Requirements"** has the meaning given to it in condition 4.1;

**"Force Majeure Event"** means an event beyond the control of a party (or any person acting on its behalf), which by its nature could not have been foreseen by such party (or such person), or, if it could have been foreseen, could not have been avoided or mitigated against by the use of reasonable measures (including without limitation, the use of reasonable disaster recovery and/or business continuity procedures and/or keeping sensible reserves of stock to smooth out any foreseeable manufacturing or supply issues);

**"Goods"** means the goods to be purchased by the Buyer described in an Order (including but not limited to any part or parts of them);

**"Intellectual Property"** means:

- a) patents, registered designs, copyright, database rights, design rights, trade marks; and
- b) all registrations or applications to register any of the items referred to in part (a) of this definition; and
- c) all rights in the nature of any of the items referred to in parts (a) and (b) of this definition; and
- d) all rights having equivalent or similar effect to, and the right to apply for any of, the rights referred to in this definition, in each case in any jurisdiction;

**"Normal Business Hours"** means 7.00am to 5.00pm of any Working Day;

**"Order"** means an order which has been placed;

- a) orally and which the Buyer subsequently confirms in writing either by post (on the Buyer's official purchase order form for the Goods, issued by the Buyer) or via email;
- b) placed via email;
- c) on-line; or
- d) by facsimile (on the Buyer's official purchase order form for the Goods, issued by the Buyer);

**"Physical Property"** means all materials, equipment, tools, moulds, patterns, data, drawings and specifications and any other items supplied by the Buyer to the Supplier or used by the Supplier specifically in the provision of the Goods;

**"Supplier"** means any person, firm or company to whom an Order is addressed;

**"VAT"** means Value Added Tax at the rate prevailing at the time of the relevant Order charged in accordance with the provisions of the Value Added Tax Act 1994;

**"Working Day"** means any day (other than a Saturday, Sunday or public holiday) in England and Wales.

1.2 In these Conditions (unless the context otherwise requires):

1.2.1 construction of these Conditions shall ignore the headings (all of which are for reference only); and

1.2.2 any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision.

## **2. APPLICATION**

These Conditions shall govern and be incorporated into every Contract, and shall prevail over any terms or conditions (whether or not inconsistent with these Conditions) contained or referred to in any correspondence or documentation submitted by the Supplier or elsewhere or implied by customer, practice or course of dealing.

## **3. ACCEPTANCE OF ORDER**

3.1 The Supplier's execution and return of the acknowledgement copy of the Order, or the execution or commencement of delivery of Goods constitutes the Supplier's acceptance of the Order subject to these Conditions.

3.2 The Buyer is not liable for any Order unless:

3.2.1 it has been placed on behalf of the Buyer by a duly authorised representative of the Buyer; and

3.2.2 the Supplier (or its agent or other representative) confirms its acceptance of such Order in accordance with condition 3.1.

## **4. DELIVERY**

4.1 The Supplier shall deliver the Goods at the date, time and place (the **"Delivery Requirements"**) specified on the relevant Order and time for delivery of a Contract is of the essence. If Goods are not delivered in accordance with the Delivery Requirements stated in such Order, the Supplier is liable for any additional expense incurred by either party in handling and/or delivering the Goods in accordance with the Delivery Requirements (or where the originally specified date and time have passed, any new Delivery Requirements the Buyer may specify).

4.2 The Buyer may, at its sole discretion, elect to collect the Goods from the Supplier on giving reasonable notice. At such times the Buyer shall collect the Goods on the date, time and place specified on the relevant order.

4.3 Goods must be properly packed so as to prevent damage in transit and be protected from corrosion or other deterioration in condition during delivery or storage, prior to delivery of the Goods to the Buyer.

- 4.4 Unless otherwise agreed in writing by the Buyer, the Supplier shall unload the goods immediately on their arrival at the Buyer's premises to a delivery point as specified or as directed by the Buyer.
- 4.5 Unless otherwise agreed in writing, deliveries will only be made during the Buyer's Normal Business Hours.
- 4.6 The Supplier shall indemnify the Buyer against each loss, liability and cost arising as a result of the Buyer or its sub-contractors assisting the Supplier in the unloading, loading or other removal of the Goods from the point of delivery.
- 4.7 The Supplier shall ensure that each delivery is accompanied by a delivery note which shows the order number, date of order, U-POL code, any relevant paperwork relating to dangerous goods (where applicable), quantity and description of the Goods and the outstanding balance remaining to be delivered (in the case of part delivery).
- 4.8 The Buyer reserves the right (without prejudice to any other rights the Buyer may have) to:
- 4.8.1 keep any Goods which have not been delivered in accordance with the Delivery Requirements and at its discretion, charge a reasonable fee for any late delivery, storage or transportation; or
  - 4.8.2 return any Goods (at the Supplier's risk and expense) which have not been delivered in accordance with the Delivery Requirements and at its discretion, charge a reasonable fee for any storage or otherwise as may be reasonable in all the circumstances, and in any event, payment will only be made for them as if they had been delivered on the due date;
  - 4.8.3 reject any Goods not delivered in accordance with the Delivery Requirements; and/or
  - 4.8.4 cancel any Contract of which such Goods are the subject; and/or
  - 4.8.5 return any Goods (at the Supplier's risk and expense) already delivered which by virtue of such rejection or cancellation are no longer of use,
- and in the event of any of conditions 4.8.1 - 4.8.5 occurring, the Buyer shall be entitled to request a refund for any payment already incurred or paid on such Goods, such refund not to be unreasonably conditioned, delayed, challenged or withheld.
- 4.9 Where the Delivery Requirements do not specify the a date for delivery, then delivery shall be made as soon as is reasonably practicable, and where the Delivery Requirements do not specify a time for delivery, then deliveries will only be made during the Buyer's Normal Business Hours.
- 4.10 If for any reason the Buyer is unable to take delivery of the Goods on the due date, the Supplier will store or arrange for the storage of the Goods for a reasonable time (at the Buyer's reasonable expense) and take all reasonable steps to prevent their deterioration until actual delivery.

## **5. ACCEPTANCE OF GOODS**

- 5.1 The Supplier will grant the Buyer and its authorised representatives, agents or customers the right to inspect and test the Goods in accordance with condition 10. Such inspection does not relieve the Supplier of any liability nor does it imply that the Buyer has accepted the Goods.
- 5.2 The Goods shall conform to the Order or any other specification agreed in the Contract.
- 5.3 When standards (British, International or industry) are indicated on the specifications it is the responsibility of the Supplier to obtain and ensure use of the current issue of that standard.

- 5.4 Where the Supplier is supplying any raw materials it shall be responsible for ensuring that such materials meet all relevant specifications, and maintaining detailed records of the composition of such materials, including the results of all tests carried out to establish such composition from time to time.
- 5.5 If the Goods or any part of them (whether or not inspected or tested by the Buyer) do not comply with the requirements of the relevant Contract, the Buyer may elect to:
- 5.5.1 repair such Goods at the Supplier's risk and expense; or
  - 5.5.2 reject such Goods by giving the Supplier notice of such rejection and may choose to, at the Buyer's discretion, return the rejected Goods to the Supplier at the Supplier's risk and expense.
- 5.6 If the Buyer rejects any Goods, the Supplier will replace them (at its own risk and expense) with Goods which are in all respects in accordance with the Contract. If the Supplier fails to replace such rejected Goods within two Working Days, the Buyer may, at its option and without prejudice to any other remedies it may have:
- 5.6.1 request a refund from the Supplier of any money paid in respect of such rejected Goods, such refund not to be unreasonably challenged or withheld; or
  - 5.6.2 purchase replacement goods or services from an alternative source at the Supplier's risk and expense.

## **6. EXPORT SALES**

If the Goods are sold CIF or FOB or on the basis of other international trade terms, the meaning given to such terms in the International Chamber of Commerce INCOTERMS (as revised from time to time) shall apply, except where inconsistent with any of the provisions contained in these Conditions.

## **7. RISK AND TITLE**

- 7.1 Risk for and title to the Goods pass to the Buyer on delivery, without prejudice to any right of rejection which may accrue to the Buyer under these Conditions or otherwise.
- 7.2 If the Supplier postpones delivery for any reason, title to the Goods will pass to the Buyer on the date on which such Goods should have been delivered but risk will not pass until the date of actual delivery.
- 7.3 In the case of Consignment Stock risk passes to the Buyer on delivery. Title to such Consignment Stock does not pass to the Buyer until the Supplier receives payment in full for all Consignment Stock for which payment is then due.
- 7.4 The Buyer shall be entitled to resell or use the Consignment Stock in the ordinary course of its business, but, shall account to the Supplier for the proceeds of sale or otherwise of the Consignment Stock.

## **8. PRICE**

- 8.1 The price for each of the Goods shall be specified in the Order.
- 8.2 The price for the Goods shall be paid by the Buyer to the Supplier and will include all costs, both direct and indirect, of supplying the Goods. All prices shall be inclusive of all taxes (including without limitation VAT or any similar charges imposed by any authority) and the Supplier shall be responsible for paying any such sums.

- 8.3 The Supplier's invoice shall:
- 8.3.1 state the price for each of the Goods specified in the Order;
  - 8.3.2 include, as a separate item, any taxes, duties, levies or similar charges imposed by any authority payable on such amount, including but not limited to VAT, where applicable; and
  - 8.3.3 State the total amount payable to the Supplier in accordance with condition 8.1 and this, condition 8.3.

8.4 If the Buyer places an Order on a "price to be agreed" basis, the Supplier will obtain the Buyer's confirmation of the price to be paid before delivery of the Goods.

8.5 Any variation to the price of the Goods must be agreed in writing between the parties before delivery of the Goods.

## **9. PAYMENT**

9.1 The Buyer will pay only for the Goods specified in the Order.

9.2 The Supplier will ensure that the Buyer receives the Supplier's invoice relating to an Order within 7 Working Days of delivery of the Goods specified in that Order.

9.3 If the Goods have been delivered to the Buyer in accordance with the Contract (including, without limitation, the Delivery Requirements and all quality requirements and specifications set out in these Conditions and the relevant Order), the Buyer shall make all payments due to the Supplier under such Contract, by cheque or bank transfer, or such other method of payment as agreed between the parties from time to time.

9.4 Payment shall be made by the Buyer within 60 days from the end of the term within which the relevant Supplier's invoice was received.

9.5 The Buyer reserves the right to delay payment (but without forfeiting any prompt payment discount, where applicable) :

- 9.5.1 if the Supplier fails to send a separate advice note and invoice on the date of despatch for each delivery of Goods;

- 9.5.2 if the Supplier fails to mark the Order number clearly on each consignment package, packing notes, invoices and any other relevant correspondence; or

- 9.5.3 if the parties disagree in respect of the price to be paid by the Buyer for the Goods, and such disagreement is bona fide.

9.6 The Buyer may offset any amount owing to it from the Supplier against any amount owed to the Supplier by the Buyer.

9.7 If the Buyer fails to pay any amount due to the Supplier under a Contract on the due date, interest shall be added to such amount at the rate of 2% over the base rate at the time being of the Bank of England for the period from and including the date of receipt.

## **10. INSPECTION AND TESTING**

- 10.1 Prior to the delivery of the Goods to the Buyer, the Buyer (or any representative of the Buyer) has the right to inspect and test the Goods at any reasonable time and the Supplier will arrange for reasonable facilities at and access to the premises (or the premises of any permitted sub-contractor) where the Goods are located.
- 10.2 If the results of such inspection or testing cause the Buyer (or any representative of the Buyer) to be of the reasonable opinion that the Goods do not conform to with the Order, or any specifications supplied or advised by the Buyer to the Supplier, the Buyer shall inform the Supplier and the Supplier must immediately take such action as is necessary to ensure conformity.
- 10.3 If requested by the Buyer, the Supplier shall give adequate notice of Goods testing which the Buyer is entitled to attend and shall provide the Buyer with such test certificates as the Buyer or its customers may reasonably required.
- 10.4 In accordance with condition 5.1, any inspection, testing or attendance by the Buyer (or any representative of the Buyer) does not relieve the Supplier of any obligations or liability under the contract and does not imply any acceptance of the Goods by the Buyer.

## **11. THE BUYER'S PROPERTY**

- 11.1 All Physical Property will at all times be and remain the exclusive property of the Buyer.
- 11.2 The Buyer's Physical Property will be held by the Supplier in safe custody (at the Supplier's own risk and expense) and maintained and kept in good condition by the Supplier until returned to the Buyer. The Buyer may request the return of the Buyer's Physical Property at any time and in any event the Supplier will promptly return the Buyer's Physical Property once the Order has been fulfilled or cancelled.
- 11.3 The Buyer's Physical Property will not be disposed of other than in accordance with the Buyer's written instructions and will not be used otherwise than as authorised by the Buyer in writing. Unless and until incorporated into any Goods the Supplier will keep the Buyer's Physical Property separate and apart from all other property and clearly marked as the property of the Buyer.
- 11.4 The Buyer may take possession of the it's Physical Property at any time and (where necessary) without reasonable notice.
- 11.5 The Supplier grants to the Buyer irrevocable authority to enter the premises where the Buyer's Physical Property is located to take possession of the Buyer's Property and (if necessary) to dismantle or separate the Buyer's Physical Property from anything to which it is attached or with which it may be mixed, the costs of which shall be borne by the Supplier where the repossession of property occurs due to termination of a Contract in accordance with condition 15.
- 11.6 The Supplier agrees to waive any and all lien that it might otherwise have (at the date of the Order or subsequently) on any of the Buyer's Physical Property although this will not be construed as a waiver of any other right of recovery of any charges which may be due to the Supplier under the Contract.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1 All drawings, designs, specifications and other information which the Buyer supplies to the Supplier for the purpose of quotation or in connection with the Buyer's Order ("**U-POL IP**") remain the Intellectual Property of the Buyer and must not be used, copied or disclosed to any third person (in each case whether in whole or part) without the Buyer's written permission. The Supplier is granted a limited licence to use the U-POL IP for the purposes of fulfilling the Order

only, such licence lasting no longer than the period during which the Supplier is working to fulfil the relevant Order. Upon completion of such work this licence shall end and the Supplier shall (at the Buyer's option) return or destroy all U-POL IP.

- 12.2 Each party agrees and acknowledges that it is the intention of both parties that all Intellectual Property arising or created in anticipation of, under, in connection with or as a result of the supply of Goods under the Order (the "**New IP**") shall vest in the Buyer. To the extent that any New IP vests in the Supplier, then the Supplier:

12.2.1 hereby assigns all New IP already created to to the Buyer;

12.2.2 hereby assigns all future copyright in any New IP to the Buyer; and

12.2.3 agrees, at the Supplier's own cost, to perform any act or execute any document which the Buyer considers reasonably necessary to assign any New IP to it or otherwise confirm that all New IP vests in the Buyer.

### **13. WARRANTY AND LIABILITY**

- 13.1 The Supplier warrants that:

13.1.1 the Goods will conform to the specifications referred to in the Order as to quantity, quality and description and any other specifications, requirements or instructions made known to the Supplier;

13.1.2 the Goods will be of satisfactory quality, fit for purpose, of good materials and workmanship and substantially free from defects;

13.1.3 the design, construction and quality of the Goods will comply with any relevant statutory rules or regulations in force at the time of delivery including UK safety standards and British Standards;

13.1.4 the Goods will comply with all relevant laws, regulations, orders, rules and codes of practice may be in force relating to the Goods.

- 13.2 The Supplier will pass on to the Buyer the benefit of any additional warranties secured from the Supplier's suppliers.

- 13.3 The Supplier will immediately, at its own cost, repair or replace any:

13.3.1 defective Goods;

13.3.2 Goods which do not conform to the Order or any specification notified to the Supplier, which are notified by the Buyer to the Supplier within 12 months (or any longer period expressly agreed) from the date of the Buyer's receipt of the Goods.

- 13.4 The Supplier is liable for damage to or loss of the Buyer's property arising from the performance or non-performance of the Supplier's obligations under any Contract.

- 13.5 The Supplier will indemnify the Buyer, its agents, employees, subsidiaries, associated companies and assigns in respect of all loss, liability and cost directly or indirectly arising from:

13.5.1 any alleged or actual infringement of any intellectual property right owned by a third party resulting from the purchase, use or resale by the Buyer, its agents, employees, subsidiaries, associated companies, customers and assigns of the whole or any part of the Goods; and/or

13.5.2 any act or omission in the performance or non-performance of or in connection with the obligations undertaken by the Supplier pursuant to a Contract, whether due to the negligence of the Supplier, its agents, employees or sub-contractors or otherwise, including, without limitation, any loss, liability or cost arising from an injury to a person but excluding any loss, liability or cost arising directly from the Buyer's negligence or where the Supplier has delivered the Goods strictly in accordance with specifications supplied by the Buyer.

13.6 The rights and remedies of the Buyer provided in these Conditions are cumulative and are not exclusive of any rights or remedies provided at law or in equity.

## **14. INSURANCE**

14.1 The Supplier will at all times insure and keep itself insured with a reputable insurance company against all insurable liabilities under any Contract and in respect of the Goods including, without limitation against all the Supplier's liabilities under condition 12.1. The insurance policy must be made available to the Buyer, if requested, within a reasonable time. The Supplier shall also keep itself insured with a reputable insurer for use of the Buyer's Property.

14.2 The Supplier will provide all facilities, assistance and advice requested by the Buyer or the Buyer's insurers for the purpose of contesting or dealing with any action claim or matter arising out of the Supplier's performance or non-performance of a Contract.

## **15. TERMINATION**

15.1 The Buyer may cancel the whole or any part of a Contract at any time (without further liability to the Supplier) by written notice to the Supplier if:

15.1.1 the Supplier breaches any obligation under a Contract;

15.1.2 the Supplier is acquired by or merges with any third party;

15.1.3 a meeting is convened, a petition presented, an order made, an effective resolution passed, or notice is given for the Supplier's winding up or dissolution (other than for the sole purpose of amalgamation and reconstruction); or

15.1.4 an application is made for, or any meeting of the Supplier's directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed; or

15.1.5 an incumbrancer takes possession, or a receiver or manager or administrative receiver is appointed, of the whole or any part or the Supplier's assets; or

15.1.6 the Supplier ceases or suspends payment of any of its debts or is unable to pay its debts as they fall due within the meaning of section 123 of the Insolvency Act 1986; or

15.1.7 a proposal is made for a composition in satisfaction of the Supplier's debts or a scheme or arrangement of its affairs including a voluntary arrangement within the meaning of part I of the Insolvency Act 1986.

15.2 The Supplier shall (at the Buyer's option) return or destroy all U-POL IP, New IP and information described in condition 16.1, upon termination.



## **16. CONFIDENTIALITY AND SPECIFICATIONS**

- 16.1 The Supplier shall treat all product, customer or business information, drawings, designs and specifications submitted to it by the Buyer as confidential and shall not disclose it to any third party without the Buyer's prior written consent or use it for any purpose except where authorised to do so by the Buyer.
- 16.2 The Supplier shall not without the prior written consent of the Buyer publicise details of the business relationship between the parties. For the avoidance of doubt, the Supplier shall have no rights to use the Buyer's name, trade names, product names, trade marks or logos.
- 16.3 The Supplier shall not vary any specifications of the Goods without the prior written consent of the Purchaser.
- 16.4 Condition 16.1 does not apply to information which:
- 16.4.1 is at the date of disclosure or becomes at any time after that date publicly known other than by the Supplier's breach of this condition;
  - 16.4.2 can be shown by the Supplier to the Buyer's satisfaction to have been known by the Supplier before disclosure by the Buyer to the Supplier;
  - 16.4.3 is or becomes available to the Supplier otherwise than from the Buyer and free of any restrictions as to its use or disclosure;
  - 16.4.4 is required to be disclosed by law.

## **17. PACKAGING**

- 17.1 The Supplier will, at its own cost, package and label the Goods in a manner suitable for protection against damage in transit and storage in accordance with the Buyer's instructions as set out in the relevant Contract.
- 17.2 The Buyer shall (if agreed in writing) return to the Supplier (at the Supplier's risk and expense) any packaging materials and cases supplied with the Goods.
- 17.3 Notwithstanding condition 17.2, the Buyer accepts no liability for packaging materials unless expressly agreed in advance.

## **18. LICENCES AND CONSENTS**

If a licence or consent of any government or other authority is required for the supply or carriage of the Goods or performance of any related services, the Supplier will obtain such licence or consent at its own expense and produce evidence of it to the Buyer on demand.

## **19. ASSIGNMENT**

- 19.1 The Supplier may not assign or deal in any way with all or any part of the benefit of, or its rights or benefits under, a Contract without the prior written consent of the Buyer.
- 19.2 The Supplier may not subcontract the performance of the whole or any part of the Contract without the prior written consent of the Buyer.

## **20. NOTICES**

Any notice given by one party to the other in connection with a Contract must be in writing and may be delivered personally or by pre-paid first class post and in the case of post will be deemed to have been

given two Working Days after the date of posting. Notices shall be delivered or sent to the last known addresses of the parties or to any other address notified in writing by one party to the other for the purpose of receiving notices in connection with a Contract. Each party may specify by notice to the other a particular individual or office holder to whom any notices served on it are to be addressed, in which case a notice shall not be validly given unless so addressed.

## **21. SEVERANCE**

- 21.1 If any of these Conditions is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other Conditions which shall remain in full force and effect.
- 21.2 If any of these Conditions is so found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

## **22. THIRD PARTIES**

A person who is not party to a Contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of such Contract. This condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## **23. WAIVER**

The rights and remedies provided by any Contract may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by the Buyer shall not constitute a waiver of that right or remedy or of any other rights or remedies. A waiver of any breach of any of the terms of a Contract or of a default under a Contract shall not constitute a waiver of any other breach or default and shall not affect the other terms of such Contract.

## **24. VARIATION**

- 24.1 The Buyer has the right to publish new versions of these Conditions on its website from time to time. Any Orders placed subsequent to the publication of such new terms and conditions shall be deemed to be made subject to the new terms and conditions published at the time of placing the Order.
- 24.2 No variation or alteration of any of the provisions of a Contract or an Order shall be effective unless it is in writing and signed by or on behalf of each party.
- 24.3 Any agreed variation or alteration of any of the provisions of a Contract or Order in accordance with condition 24.1 above will be subject to the requirements of condition 3.

## **25. FORCE MAJEURE**

- 25.1 For the avoidance of doubt, except as specified in this Condition, nothing shall excuse the Supplier from any performance obligations under these Conditions.
- 25.2 Where a Force Majeure Event occurs which prevents the Supplier from performing one or more of its obligations under this Agreement, then the Supplier shall only be relieved of its liability under these Conditions if the Supplier has taken all reasonable steps to mitigate any loss or any consequences of that Force Majeure Event, and still cannot perform its obligations under the Contract and in accordance with these Conditions.
- 25.3 For the purposes of condition 25.2, reasonable steps to mitigate include (without limitation):

- 25.3.1 having in place and maintaining a suitable disaster recovery plan and activating such plan where required;
- 25.3.2 having in place and maintaining a suitable business continuity plan and activating such plan where required;
- 25.3.3 holding sufficient reserves of stock in order to tide over any reasonably predictable constraints in supply (including production plant breakdowns and normal variations in the cost and availability of raw materials); and
- 25.3.4 seeking to buy alternative supplies in market (whether at a loss to the Supplier or not);
- 25.4 Subject to the provisions of this condition 25, the Supplier shall only be relieved of its liability under the Contract after the Buyer has been notified by the Supplier of a Force Majeure Event. The Supplier must provide regular updates to the Buyer in respect of progress and any workarounds it has tried to implement during the period of the Force Majeure Event.
- 25.5 The Supplier must seek to implement all reasonable mitigation strategies and workarounds during the period of the Force Majeure Event, making partial performance against its obligations where possible unless directed otherwise in writing by the Buyer.
- 25.6 The Supplier shall not:
  - 25.6.1 terminate any Contract with the Buyer; and
  - 25.6.2 vary or amend the Contract with the Buyer in any way, including price,  
unless it has been agreed in writing between the parties.
- 25.7 The Buyer reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business as a result of a Force Majeure Event.

## **26. GOVERNING LAW AND JURISDICTION**

- 26.1 A Contract and any matter arising from or in connection with it shall be governed by and construed in accordance with English law.
- 26.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts over any claim or matter arising from or in connection with a Contract.