

## QD024 - Terms and Conditions

### 1. Interpretation

#### 1.1 Definitions:

**Business Day** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Business Hours** means the period from 08:30am to 5.00 pm on any Business Day.

**Conditions** means the terms and conditions set out in this document as amended from time to time in accordance with clause 15.5.

**Contract** means the contract between Logical Biological and the Customer for the sale and purchase of the Products and/or Services in accordance with these Conditions.

**Customer** means the person or firm who purchases the Products and/or Services from Logical Biological.

**Deliverables** Deliverables produced by Logical Biological for the Customer through the provision of the Services.

**Force Majeure Event** means an event, circumstance or cause beyond a party's reasonable control.

**Logical Biological** means Logical Biological Ltd (registered in England and Wales with company number 11868590) whose registered office is 3-4 Bower Terrace Tonbridge Road, Maidstone, Kent, United Kingdom, ME16 8RY.

**Order** means the Customer's order for the Products, and/or Services as set out in the Customer's purchase order form or the Customer's written acceptance of Logical Biological's quotation, as the case may be.

**Premises** Logical Biological, Building 500, Discovery Park, Sandwich, Kent, CT13 9FE, UK or such other location as Logical Biological may notify the Customer.

**Product** means the products (or any part of them) set out in the Order.

**Sales Order** Logical Biological's formal document issued once an Order has been accepted.

**Services** means the services, including the Deliverables, supplied by Logical Biological to the Customer as further set out in the Order and/or the Specification.

**Specification** means the specification for the Products and/or Services, provided by Logical Biological within the quotation prior to the Order or such other Customer Product Specification that is agreed and signed by both parties.

#### 1.2 Interpretation:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision 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 and email.

### 2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Products and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order, any applicable Specification and the Sales Order are complete and accurate and in the case of the Specification, fit for the Customer's intended purpose. Should either the Order, Specification or Sales Order concern any inaccuracies or is incomplete, then the Customer must notify Logical Biological within 24 (twenty-four) hours of receipt, failing which the Customer agrees to the contents.

2.3 The Order shall only be deemed to be accepted when Logical Biological issues the Sales Order, at which point the Contract shall come into existence.

2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.5 Should the Customer, upon placing the Order provide any other terms and conditions that are inconsistent with these Conditions, then unless otherwise confirmed by Logical Biological in writing, Logical Biological formally rejects these terms and conditions.

2.6 Any samples, drawings, descriptive matter or advertising produced by Logical Biological and any descriptions or illustrations contained in Logical Biological's catalogues, brochures or marketing materials are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They shall not form part of the Contract nor have any contractual force.

2.7 A quotation for the Products and/or Services given by Logical Biological shall not constitute an offer. A quotation shall only be valid for a period of 7 (seven) Business Days from its date of issue, unless stated otherwise in the quotation document provided.

2.8 Upon Logical Biological issuing the Sales Order to the Customer, the Customer understands and accepts that they are unable to cancel or amend the Order without the prior consent of Logical Biological. Any consent provided by Logical Biological may be subject to the Customer paying costs for materials and work incurred up until that point.

### 3. Products

3.1 The Products supplied by Logical Biological where possible are described in the Specification outlined within the quotation. Alternatively, a Logical Biological Customer Product Specification that has been agreed by Logical Biological and the Customer may be enacted when signed by both Parties. It is the Customers responsibility to ensure that the Products are fit for the Customers purpose.

3.2 Should the Customer require Products that contain certain properties, then the Customer must provide full details to Logical Biological at the point of placing an Order. For the avoidance of doubt, Logical Biological are under no obligation to accept any order for Products that contain such properties.

3.3 To the extent that the Products are to be procured, collected, processed, provided or manufactured in accordance with the Specification supplied by the Customer, the Customer shall indemnify Logical Biological against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Logical Biological in connection with any claim made against Logical Biological for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Logical Biological's use of the Specification. This clause 3.3 shall survive termination of the Contract.

3.4 No Products provided by Logical Biological are permitted for use In vivo

3.5 Logical Biological reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and Logical Biological shall notify the Customer in any such event.

### 4. Delivery

4.1 Unless otherwise agreed in writing, all Products are delivered FCA (Incoterms 2020) to Logical Biological's Premises unless stated otherwise within the Quotation. If it is the position that an alternative Incoterm is agreed, in the event of a conflict between the Incoterm used and the provisions of this Contract, the terms of this Contract shall prevail.

4.2 Logical Biological shall ensure that each delivery of the Products is accompanied by certificate of analysis as well as a delivery note that shows the date of the Order, the type and quantity of the Products (including the code number of the Products, where applicable) and special storage instructions (if any).

4.3 Further to clause 4.2, should the Customer require any specific and/or specialist documentation that may be required for import/export or other regulatory purposes of the Products, the Customer must provide sufficient details to Logical Biological upon placing the Order. Logical Biological offer no guarantee that such documentation can be provided however, they will provide reasonable co-operation in assisting the Customer accordingly. Where such documentation can be supplied by Logical Biological, then Logical Biological reserve the right to charge the Customer an additional fee to cover the cost.

4.4 Where Products are shipped on dry ice the Customer understands that delays in transit may result in the dry ice diminishing, however, this is at the risk of the Customer, as further confirmed in clause 6.1. Such delays are outside of the control of Logical Biological. Once the Product leaves the Premises, it is the Customer's responsibility to correspond with the transit / courier provider to ensure timely delivery. If the Customer becomes aware of a delay, then they should immediately notify Logical Biological. If necessary, Logical Biological can request a dry ice top up for the Products, however, if upon receipt by the Customer of the

Products, those Products arrive thawed, as a result of delays in transit, then Logical Biological are not responsible for such delays.

4.5 Unless otherwise agreed, Logical Biological shall arrange for the Products to be delivered to the location set out in the Order or such other location as the parties may agree at any time after Logical Biological notifies the Customer that the Products are ready. Where it is agreed that Products are to be delivered to the premises of Logical Biological for storage, the Customer understands and accepts that these Products are stored at the Customers risk and it is up to the Customer to arrange appropriate insurance to cover such Products.

4.6 Delivery is completed on the completion of loading of the Products at Logical Biological's Premises. However, where it has been agreed that the Products are to remain stored at Logical Biological's Premises then delivery is completed upon Logical Biological receiving the Products.

4.7 The Customer acknowledges and understands that they are solely responsible for payment of any and all taxes, charges, levies, duties, assessments and any other fees in respect of the purchase, sale, importation, exportation or distribution of the Products, sold to them by Logical Biological.

4.8 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Logical Biological shall not be liable for any delay in delivery of the Products that is caused by third party transport or courier providers, a Force Majeure Event, or the Customer's failure to provide Logical Biological with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

4.9 If Logical Biological fails to deliver the Products, its liability shall be limited to replacing the missing Products or refunding the price of the missing Products and this will be the Customers sole remedy for a failure to deliver. Logical Biological shall have no liability for any failure to deliver the Products to the extent that such failure is caused by a Force Majeure Event, the Customer's failure to provide Logical Biological with adequate delivery instructions or any other instructions that are relevant to the supply of the Products.

4.10 If the Customer fails to take delivery of the Products, then, except where such failure or delay is caused by a Force Majeure Event or Logical Biological's failure to comply with its obligations under the Contract in respect of the Products:

4.10.1 delivery of the Products shall be deemed to have been completed at 9.00 am on the Business Day after the day on which Logical Biological notified the Customer that the Products were ready; and

4.10.2 Logical Biological shall store the Products until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4.11 If 10 (ten) Business Days after the day on which Logical Biological notified the Customer that the Products were ready for delivery the Customer has not taken actual delivery of them, Logical Biological may resell or otherwise dispose of part or all of the Products and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Products or charge the Customer for any shortfall below the price of the Products.

4.12 If Logical Biological delivers up to and including 10% more or less than the quantity of Products ordered the Customer may not reject them, but on receipt of notice from the Customer that the wrong quantity of Products was delivered, Logical Biological shall make a pro rata adjustment to the invoice for the Products.

4.13 Logical Biological may deliver the Products by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract.

4.14 Any delay in delivery of an Order or instalment shall not entitle the Customer to:

4.14.1 refuse to take delivery;

4.14.2 cancel any other instalment, if applicable;

4.14.3 claim damages;

4.14.4 charge fees for late delivery; or

4.14.5 terminate the Contract.

### 5. Quality

5.1 Logical Biological warrant that on delivery the Products shall:

5.1.1 conform in all material respects with the Specification;

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

5.1.3 be of satisfactory quality (within the meaning of the Sale of Products Act 1979).

5.2 Subject to clause 5.3, if:

5.2.1 the Customer gives notice in writing to Logical Biological, within a reasonable time of discovery (no later than 7 (seven) days after discovery) that some or all of the Products do not comply with the warranty set out in clause 5.1;

5.2.2 Logical Biological is given a reasonable opportunity of examining such Products; and

5.2.3 the Customer (if asked to do so by Logical Biological) returns such Products to Logical Biological's Premises under specified conditions issued by Logical Biological and fully insured at the Customer's cost, Logical Biological shall, at its option, repair or replace the defective Products or refund the price of the defective Products in full.

5.3 Logical Biological shall not be liable for the Products' failure to comply with the warranty set out in clause 5.1 if:

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

5.3.2 the defect arises because the Customer failed to follow Logical Biological's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;

5.3.3 the defect arises as a result of Logical Biological following any drawing, design or Specification supplied by the Customer;

5.3.4 the Customer alters or repairs such Products without the written consent of Logical Biological;

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

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

5.4 Except as provided in this clause 5, Logical Biological shall have no liability to the Customer in respect of the Products' failure to comply with the warranty set out in clause 5.1.

5.5 The terms implied by sections 13 to 15 of the Sale of Products Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replacement Products supplied by Logical Biological.

### 6. Title and risk

6.1 The risk in the Products shall pass to the Customer on completion of delivery, (as described in clause 4.6).

6.2 Title to the Products shall not pass to the Customer until the earlier of:

6.2.1 Logical Biological receives payment in full (in cash or cleared funds) for the Products and any other Products that Logical Biological has supplied to the Customer in respect of which payment has become due, in which case title to the Products shall pass at the time of payment of all such sums; and

6.2.2 the Customer resells the Products, in which case title to the Products shall pass to the Customer at the time specified in clause 6.4.

6.3 Until title to the Products has passed to the Customer, the Customer shall:

6.3.1 store the Products separately from all other Products held by the Customer so that they remain readily identifiable as Logical Biological's property;

6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Products;

6.3.3 maintain the Products in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

6.3.4 notify Logical Biological immediately if it becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.4; and

6.3.5 give Logical Biological such information as Logical Biological may reasonably require from time to time relating to:

6.3.5.1 the Products; and

6.3.5.2 the ongoing financial position of the Customer.

6.4 Subject to clause 6.5, the Customer may resell or use the Products in the ordinary course of its business (but not otherwise) before Logical Biological receives payment for the Products. However, if the Customer resells the Products before that time:

6.4.1 it does so as principal and not as Logical Biological's agent; and

6.4.2 title to the Products shall pass from Logical Biological to the Customer immediately before the time at which resale by the Customer occurs.

6.5 At any time before title to the Products passes to the Customer, Logical Biological may:

6.5.1 by notice in writing, terminate the Customer's right under clause 6.4 to resell the Products or use them in the ordinary course of its business; and

- 6.5.2 require the Customer to deliver up all Products in its possession that have not been resold, or irrevocably incorporated into another product and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Products are stored in order to recover them.
7. **Supply of Services**
- 7.1 Logical Biological shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 7.2 Logical Biological shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order or Specification but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 Logical Biological reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Logical Biological shall notify the Customer in any such event.
- 7.4 Logical Biological warrants to the Customer that the Services will be provided using reasonable care and skill.
8. **Customer's obligations**
- 8.1 The Customer shall:
- 8.1.1 co-operate with Logical Biological in all matters relating to the Services;
- 8.1.2 provide Logical Biological with such information and materials as Logical Biological may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 8.1.3 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 8.1.4 comply with all applicable laws; and
- 8.1.5 comply with any additional obligations as set out in the Specification.
- 8.2 If Logical Biological's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 8.2.1 without limiting or affecting any other right or remedy available to it, Logical Biological shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Logical Biological's performance of any of its obligations;
- 8.2.2 Logical Biological shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Logical Biological's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- 8.2.3 the Customer shall reimburse Logical Biological on written demand for any costs or losses sustained or incurred by Logical Biological arising directly or indirectly from the Customer Default.
9. **Price and payment**
- 9.1 The price of the Products and/or Services shall be the price set out in Logical Biological's quotation.
- 9.2 Logical Biological may, by giving notice to the Customer at any time before delivery, increase the price of the Products and/or Services to reflect any increase in the cost that is due to:
- 9.2.1 any factor beyond Logical Biological's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 9.2.2 any request by the Customer to change the delivery date(s), quantities or types of Products and/or Services ordered, or the Specification; or
- 9.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give Logical Biological adequate or accurate information or instructions.
- 9.3 The price of the Products and/or Services:
- 9.3.1 excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to Logical Biological at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- 9.3.2 excludes the costs and charges of packaging, insurance and transport of the Products, which shall be invoiced to the Customer.
- 9.4 Logical Biological may invoice the Customer for the Products and/or Services on or at any time after the completion of delivery.
- 9.5 Unless otherwise notified by Logical Biological, the Customer shall pay each invoice submitted by Logical Biological:
- 9.5.1 within 30 (thirty) days of the date of the invoice or in accordance with any credit terms agreed by Logical Biological and confirmed in writing to the Customer; and
- 9.5.2 in full and in cleared funds to a bank account nominated in writing by Logical Biological, and time for payment shall be of the essence of the Contract.
- 9.6 If the Customer fails to make a payment due to Logical Biological under the Contract by the due date, then, without limiting Logical Biological's remedies under clause 0, 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 9.6 will accrue each day at 4% a year 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%.
- 9.7 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).
10. **Intellectual Property Rights**
- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Logical Biological.
- 10.2 Logical Biological grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use, to copy and to modify the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.
- 10.3 The Customer grants Logical Biological a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to Logical Biological for the term of the Contract for the purpose of providing the Services to the Customer.
11. **Indemnity**
- The Customer shall indemnify Logical Biological against all liabilities, costs, expenses, damages and losses suffered or incurred by Logical Biological arising out of or in connection with (i) the Customer's any breach or negligent performance or non-performance of the Contract; (ii) the enforcement of this Contract; or (iii) any claim made against Logical Biological for death, personal injury or damage to property arising out of or in connection with defective Products, to the extent that the defect in the Products is attributable to the acts or omissions of the Customer.
12. **Limitation of liability**
- 12.1 The restrictions on liability in this clause 0 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 12.2.1 death or personal injury caused by negligence;
- 12.2.2 fraud or fraudulent misrepresentation;
- 12.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- 12.2.4 defective products under the Consumer Protection Act 1987.
- 12.3 Subject to clause 12.2, Logical Biological's total liability to the Customer shall not exceed the amount of the applicable Order under which the liability arose.
- 12.4 Subject to clause 12.2, the following types of loss are wholly excluded:
- 12.4.1 loss of profits;
- 12.4.2 loss of sales or business;
- 12.4.3 loss of agreements or contracts;
- 12.4.4 loss of anticipated savings;
- 12.4.5 loss of use or corruption of software, data or information;
- 12.4.6 loss of or damage to goodwill; and
- 12.4.7 indirect or consequential loss.
- 12.5 This clause 0 shall survive termination of the Contract.
13. **Termination**
- 13.1 Without limiting its other rights or remedies, Logical Biological may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 13.1.1 The Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 (thirty) days of that party being notified in writing to do so;
- 13.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 13.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 13.1.4 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.
- 13.2 Without limiting its other rights or remedies, Logical Biological may suspend the supply of Services or provision of the Products under the Contract or any other contract between the Customer and Logical Biological if the Customer becomes subject to any of the events listed in clause 13.1.2 to clause 13.1.4, or Logical Biological 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.
- 13.3 Without limiting its other rights or remedies, Logical Biological 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.
- 13.4 On termination of the Contract for any reason the Customer shall immediately pay to Logical Biological all of Logical Biological's outstanding unpaid invoices and interest and, in respect of Products supplied but for which no invoice has been submitted, Logical Biological shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 13.5 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 13.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
14. **Force majeure**
- Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 6 months, the party not affected may terminate the Contract by giving 90 days' written notice to the affected party.
15. **General**
- 15.1 **Compliance with Law.**
- 15.1.1 The Parties shall comply with all applicable laws and regulations that relate to their performance of the Contract or these Conditions.
- 15.1.2 In addition to clause 15.1.1 the Customer shall ensure that there use of the Products and/or Deliverables, is in accordance with any applicable ethical and moral standards, laws, regulations, guidelines and/or policies.
- 15.1.3 For England, Wales and Northern Ireland Customers;
- The customer confirms that human material made up of, or including human cells, will only be used in compliance with UK regulations, i.e. with required ethical approval and/or Human Tissue Authority licence.
- For Non-UK Customers:
- The customer confirms that the human material made up of, or including human cells, will only be used for Research, Performance analysis, Manufacturing or Quality Assurance purposes.
- 15.2 **Assignment and other dealings.**
- 15.2.1 Logical Biological may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 15.2.2 The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of Logical Biological.
- 15.3 **Confidentiality.**
- 15.3.1 Each party undertakes that it shall not at any time during the Contract and for a period of 2 (two) years after termination or expiry of the Contract, 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 15.3.2.
- 15.3.2 Each party may disclose the other party's confidential information:
- 15.3.2.1 to its employees, officers, representatives, contractors, subcontractors, advisers or any third party who needs to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors, advisers or other third party to whom it discloses the other party's confidential information comply with this clause 15.3; and
- 15.3.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 15.3.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.
- 15.4 **Entire agreement.**
- 15.4.1 The Contract constitutes the entire agreement between the parties.
- 15.4.2 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 shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 15.5 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.6 **Waiver.**
- 15.6.1 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.
- 15.6.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 15.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 15.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.8 **Notices.**
- 15.8.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- 15.8.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 15.8.1.2 sent by email to the address provided by either party to the other upon submitting a quotation and/or Order.
- 15.8.2 Any notice shall be deemed to have been received:
- 15.8.2.1 if delivered by hand, at the time the notice is left at the proper address;
- 15.8.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 15.8.2.3 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.
- 15.8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 15.9 **Third party rights.**

- 15.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 15.9.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 15.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 15.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.