

# TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

## CONDITIONS

### 1. INTERPRETATION

In these Conditions the following definitions and rules of interpretation apply:

#### 1.1 Definitions:

Wales with company number 03864598 whose registered office is at Sycamore Park, Mill Lane, Alton, Hampshire, GU34 2PR or its Affiliate as detailed in the relevant Order.

|                            |   |                                       |   |
|----------------------------|---|---------------------------------------|---|
| <b>"Affiliate"</b>         | means in relation to a company, each parent undertaking and each subsidiary undertaking of such parent undertaking (excluding the company in question).   | <b>"Customer Materials"</b>           | has the meaning given to it in Clause 13.1.   |
| <b>"Bribery Laws"</b>      | means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction. | <b>"Customer Client IPRs"</b>         | or means the Intellectual Property Rights belonging to the Customer or the client of the Customer including formulae, container and label design.   |
| <b>"Business Day"</b>      | means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.   | <b>"Delivery Date"</b>                | means the date specified for delivery of an Order or, if no date is specified, 28 days from the date of the Order.  |
| <b>"CofA"</b>              | means the certificate of analysis issued by the Supplier relating to the Goods.   | <b>"Delivery Location"</b>            | means the address for delivery of the Goods, as set out in the Order.   |
| <b>"CofC"</b>              | means the certificate of conformance and/or the certificate of compliance issued by the Supplier relating to the Goods.   | <b>"Goods"</b>                        | means the goods (or any part of them) as set out in an Order and to be supplied by the Supplier to the Customer.  |
| <b>"Commencement Date"</b> | means the date on which the Contract has been signed by both parties.   | <b>"Intellectual Property Rights"</b> | means all patents, rights to inventions, copyright and related rights, trade marks and trade names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including without limitation know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. |
| <b>"Conditions"</b>        | means the Customer's terms and conditions of purchase set out in this document.   | <b>"Modern Slavery Policy"</b>        | means the Customer's anti-slavery and human trafficking policy in force and notified to the Supplier from time to time.   |
| <b>"Contract"</b>          | means the agreement between the Supplier and the Customer for the sale and purchase of Goods incorporating these Conditions and the Order.  | <b>"Order"</b>                        | means the Customer's order for the Goods submitted by the Customer in accordance with Clause 3.   |
| <b>"Customer"</b>          | means Design Plus Health & Beauty Limited incorporated and registered in England and  |                                       |   |

- "Price"** has the meaning given in Clause 7.1. issued terms and conditions of purchase or supply.
- "Specification"** means the specification for the Goods, including related documents that are agreed in writing by the Customer and the Supplier as set out or referred to in the Order. 2.2 No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, sales conditions, confirmation of order, specification or other document shall form part of the Contract except to the extent that the Customer otherwise agrees in writing.
- "Supplier"** means the person who sells the Goods to the Customer and whose details are set out in the Order. 3. **ORDERS**
- 1.2 **Interpretation:**
- 1.2.1 any Clause or other headings in these Conditions is included for convenience only and shall have no effect on the interpretation of the Conditions;
- 1.2.2 a reference to a **"party"** includes that party's personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a **"person"** includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns
- 1.2.4 a reference to a **"company"** includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.5 a reference to a gender includes each other gender;
- 1.2.6 words in the singular include the plural and vice versa;
- 1.2.7 any words that follow **"include"**, **"includes"**, **"including"**, **"in particular"** or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.8 a reference to **"writing"** or **"written"** includes any method of reproducing words in a legible and non-transitory form; and
- 1.2.9 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and includes all subordinate legislation made from time to time under that legislation.
- 3.1 Each Order by the Customer to the Supplier shall be an offer to purchase Goods subject to these Conditions.
- 3.2 An Order may be withdrawn or amended by the Customer at any time before acceptance by the Supplier.
- 3.3 Acceptance of an Order by the Supplier shall take place when it is expressly accepted or by any other conduct of the Supplier which the Customer reasonably considers is consistent with acceptance of the Order. If the Supplier is unable to accept an Order, including where the Supplier anticipates that it will be unable to deliver the Order on the Delivery Date it shall notify the Customer promptly.
- 3.4 The Customer may amend or cancel an Order in whole or in part at any time before delivery by giving the Supplier written notice provided that the Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
4. **DELIVERY**
- 4.1 The Goods shall be delivered by the Supplier, carriage paid, to the Delivery Location. The Supplier shall deliver the Goods on the Delivery Date within normal business hours.
- 4.2 The Supplier shall unload the Goods at its own risk and cost as reasonably directed by the Customer. The Goods shall be deemed delivered by the Supplier only on completion of unloading of the Goods at the Delivery Location.
- 4.3 Each delivery of the Goods shall be accompanied by a delivery note stating:
- 4.3.1 the date of the Order;
- 4.3.2 the Company's (i) order number and (ii) code number;
- 4.3.3 the relevant Customer and Supplier details;
- 4.3.4 the product batch numbers and type and quantity of Goods in the consignment including net and gross weights and measurements;
2. **APPLICATION OF THESE CONDITIONS**
- 2.1 These Conditions apply to and form part of the Contract between the Supplier and the Customer. They supersede any previously

- 4.3.5 any special handling and other requests; and
- 4.3.6 whether any packaging material is to be returned, in which case the Customer shall, after the Goods are unpacked, make them available for collection by the Supplier at the Supplier's expense.
- 4.4 The Supplier shall provide the Customer with the relevant CofC and/or CofA prior to the delivery of the Goods.
- 4.5 If the Supplier fails to deliver any of the Goods by the Delivery Date, the Customer shall (without prejudice to its other rights and remedies) be entitled at the Customer's sole discretion:
  - 4.5.1 to terminate the Contract in whole or in part;
  - 4.5.2 to purchase the same or similar Goods from a supplier other than the Supplier;
  - 4.5.3 to recover from the Supplier all costs and losses resulting to the Customer, including the amount by which the price payable by the Customer to acquire those Goods from another supplier exceeds the price payable under the Contract and any loss of profit; and
  - 4.5.4 all or any of the foregoing.
- 4.6 The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition.
- 4.7 Title and risk in the Goods shall pass to the Customer on completion of delivery.

## 5. THE GOODS

- 5.1 The Supplier shall ensure that the:
  - 5.1.1 Goods correspond with their description and any applicable Specification and/or patterns supplied or advised by the Customer to the Supplier and in particular (without limitation) comply with artwork proofs approved by the Customer pursuant to Clause 13.3;
  - 5.1.2 bulk Good will correspond in all respects with the sample provided to the Customer pursuant to Clause 13.3;
  - 5.1.3 Goods be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;
  - 5.1.4 Goods be free from defects in design, material and workmanship; and

- 5.1.5 Goods comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods including, but not limited to, complying with all ISO or BRC certifications or standards achieved by or represented by the Supplier.
- 5.2 The Supplier warrants and represents that the Goods will have no less than 80% of the recognised shelf-life of those Goods remaining on delivery.
- 5.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

## 6. INSPECTION AND ACCEPTANCE OF GOODS

- 6.1 The Customer may inspect and test the Goods during manufacture or processing prior to despatch, and the Supplier shall provide the Customer with such access as may be reasonably required. If the results of such inspection or testing cause the Customer to be of the reasonable opinion that the Goods do not conform or are unlikely to conform with the provisions of Clause 5.1, the Customer shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and the Customer shall have the right to require and witness further testing and inspection.
- 6.2 The Customer shall not have accepted, or be deemed to have accepted, the Goods until the Goods have been delivered to or at the Delivery Location and the Customer has notified the Supplier in writing that the Goods have been delivered in full compliance with the terms and conditions of the Contract.
- 6.3 Where the Customer determines in its reasonable opinion that some or all of the Goods do not comply with Clause 5.1 ("**defective**"), the Supplier shall, without prejudice to the Customer's other rights and remedies, replace, correct or refund the price of defective Goods provided that the Customer serves a written notice on Supplier within 5 days discovering that the Goods are defective.
- 6.4 If the Supplier delivers more than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods. If the Supplier delivers more than 105% of the quantity of Goods ordered, the Customer may at its discretion reject the Goods or the excess proportion of the Goods.
- 6.5 If the Customer rejects any Goods they are returnable at the Supplier's risk and expense. If the Supplier fails to collect rejected Goods within a reasonable period after notification of the

rejection, the Customer may charge the Supplier storage costs and sell or dispose of the rejected Goods. The Customer will account to the Supplier for the proceeds of sale (if any) after deducting the purchase price paid for the Goods, storage costs and its reasonable costs and expenses in connection with the sale.

- 6.6 If the Customer rejects the Goods due to the volume of the Goods exceeding the tolerances (in Clause 6.4) specified in the Order, the Supplier shall promptly and at its own cost arrange for redelivery of the correct volume.
- 6.7 Any rejected Goods may be returned to the Supplier by the Customer at the Supplier's cost and risk.
- 6.8 These Conditions shall apply to any replacement Goods supplied by the Supplier.
- 6.9 The Customer's rights under these Conditions are in addition to, and do not exclude or modify, the rights and conditions contained in sections 13 to 15 of the Sale of Goods Act 1979.
- 6.10 Any inspection or testing of the Goods shall not be deemed to be acceptance of the Goods or a waiver of any of the Customer's rights and remedies, including its right to reject. The Customer shall be entitled to exercise its rights under this Clause 6 regardless of whether the Goods have been accepted in accordance with Clause 6.1 and notwithstanding that the Goods were not rejected following their initial inspection.

**7. PRICE AND PAYMENT**

- 7.1 The price for the Goods shall be as set out in the Order or, in default of such provision, shall be calculated in accordance with the Supplier's scale of charges as advised by the Supplier and received and acknowledged by the Customer before the date the Order is made (the "**Price**"). No increase in the Price may be made after the Order is placed.
- 7.2 The Price includes packaging, delivery, unloading and unpacking unless otherwise stated in the Order.
- 7.3 No extra charges shall be effective unless agreed in writing and signed by the Customer.
- 7.4 The Supplier shall invoice the Customer for the Price of the Goods plus VAT at the prevailing rate (if applicable) no sooner than completion of delivery of the Goods or, if later, the Customer's acceptance of the Goods.
- 7.5 The Customer shall pay each validly submitted invoice of the Supplier within 60 days following the end of the calendar month of receipt to the bank account nominated in writing by the Supplier.

- 7.6 The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Contract Number, the Customer's order number, the Supplier's VAT registration number, and any supporting documentation that the Customer may reasonably require.
- 7.7 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This Clause shall not apply to payments the defaulting party disputes in good faith. The Supplier acknowledges that this is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.8 The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier.

**8. ANTI-BRIBERY**

- 8.1 For the purposes of this Clause 8 the expressions "**adequate procedures**" and "**associated with**" shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 8.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that:
  - 8.2.1 all of that party's personnel;
  - 8.2.2 all others associated with that party; and
  - 8.2.3 all of that party's subcontractors,
 

involved in performing the Contract so comply.
- 8.3 Without limitation to Clause 8.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 8.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this Clause 8.

**9. ANTI-SLAVERY**

- 9.1 The Supplier undertakes, warrants and represents that:
- 9.1.1 neither the Supplier nor any of its officers, employees, agents or subcontractors has:
- (a) committed an offence under the Modern Slavery Act 2015 (an "**MSA Offence**"); or
  - (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
  - (c) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- 9.1.2 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy; and
- 9.1.3 it shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Supplier's obligations under Clause 9.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.
- 9.2 Any breach of Clause 9.1 by the Supplier shall be deemed a material breach of the Contract and shall entitle the Customer to terminate the Contract with immediate effect.

**10. DATA PROTECTION**

- 10.1 In this Clause 10 , the terms "**personal data**" and "processing" have the meanings given to them in the Data Protection Act 1998 ("**the DPA 1998**") and "**data protection principles**" are those principles set out in Schedule 1 to the DPA 1998.
- 10.2 Each party shall comply with any data protection, privacy and any similar or equivalent laws in each relevant jurisdiction relating to personal data ("**Data Protection Laws**"), including but not limited to, the DPA 1998 and the data protection principles that apply in relation to any Protected Data and shall comply with all Data Protection Laws relating to the processing of personal data including, without limitation, the eighth data protection principle.
- 10.3 If either party appoints a sub-contractor, then that party shall procure that such sub-contractor complies with all Data Protection Laws.
- 10.4 Each of the parties shall notify the other if it becomes aware of any unauthorised, unlawful or dishonest conduct or activities, or any breach of

the terms of this clause relating to Protected Data.

**11. INDEMNITY**

- 11.1 The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:
- 11.1.1 any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
  - 11.1.2 any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
  - 11.1.3 any claim made against the Customer by a third party, including, in particular, the customer of the Customer, arising out of or in connection with 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 the Contract by the Supplier, its employees, agents or subcontractors.

**12. INSURANCE**

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's reasonable request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

**13. CUSTOMER MATERIALS**

- 13.1 The Supplier acknowledges that all materials, drawings, Specifications, samples, labels, containers or designs for proposed labels or containers and any data supplied by the Customer to the Supplier ("**Customer Materials**") and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with

the Customer's written instructions or authorisation.

13.2 On completion of each Order the Supplier shall return to the Customer any relevant Customer Materials at its own cost.

13.3 The Customer may request that the Supplier submit to the Customer for approval pre-production samples of the Goods and or artwork which the Customer may approve or reject in writing.

#### 14. CUSTOMER OR CLIENT IPRS

##### 14.1 Ownership of intellectual property rights

14.1.1 The Supplier acknowledges that the Customer or Client IPRs are and remain the exclusive property of the Customer or, where applicable, the third party licensor from whom the Customer derives the right to use them.

14.1.2 All Specifications provided by the Customer and all Intellectual Property Rights in the Goods made in accordance with such Specifications shall vest in and remain at all times the property of the Customer and such specifications may only be used by the Supplier as necessary to perform the Contract. The Supplier assigns (or shall procure the assignment) to the Customer absolutely, with full title guarantee, all right, title and interest in any such Intellectual Property Rights, and the Supplier shall do all such things and sign all documents necessary in the Customer's opinion to so vest all such Intellectual Property Rights in the Customer, and to enable the Customer to defend and enforce such Intellectual Property Rights.

14.1.3 The Customer acknowledges that all Intellectual Property Rights used for the manufacture of the Goods that originate from the Supplier shall remain the exclusive property of the Supplier (or, where applicable, the third party licensor from whom the Supplier derives the right to use them).

##### 14.2 Licence to use technology and trade marks

14.2.1 The Customer hereby grants to the Supplier a non-exclusive, non-transferable, royalty-free, revocable licence to use the Customer IPR or Client IPRs solely for the purpose of performing its obligations under the Contract.

14.2.2 The Supplier shall not represent that it has any title in or right of ownership to any of the Customer or Client IPRs or do or suffer to be done any act or thing which may in any way impair the rights of the Customer or any third party owning the relevant Intellectual Property Rights or bring into question the validity of their registration.

#### 15. TERMINATION

15.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

15.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so; or

15.1.2 if any encumbrancer takes possession of or a receiver, administrative receiver or similar officer is appointed over any of the property or assets of the other party or if the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or has an administrator appointed or goes into liquidation or has a resolution for its winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the other party) or anything analogous to any of these events under the law of any jurisdiction occurs in relation to the other party or if the other party cease or threatens to cease to carry on business.

15.2 The termination or expiry of the Contract (however caused) will not affect any rights and/or liabilities of either party which have accrued before termination or expiry, or any provision of the Contract which expressly or by implication is intended to come into or continue in effect on or after termination or expiry.

#### 16. DISPUTE RESOLUTION

16.1 Any dispute arising between the parties out of or in connection with the Contract shall be dealt with in accordance with the provisions of this Clause 16

16.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.

16.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:

16.3.1 Within 7 days of service of the notice, the contract managers of the parties shall meet to discuss the dispute and attempt to resolve it.

16.3.2 If the dispute has not been resolved within 7 days of the first meeting of the contract managers, then the matter shall be referred to the chief executives (or persons of equivalent seniority). The chief executives (or equivalent) shall meet within 14 days to discuss the dispute and attempt to resolve it.

- 16.4 If the dispute has not been resolved within 21 days of the first meeting of the chief executives (or equivalent) under Clause 16.3.2 then the matter may be referred to mediation in accordance with the London Court of International Arbitration Mediation Rules.
- 16.5 Until the parties have completed the steps referred to in Clause 16.3 and have failed to resolve the dispute, neither party shall commence formal legal proceedings or arbitration except that either party may at any time seek urgent interim relief from the courts or emergency arbitrator relief.
17. **GENERAL**
- 17.1 **Cumulative Remedies.** The rights and remedies provided in the Contract for the Customer only are cumulative and not exclusive of any rights and remedies provided by law.
- 17.2 **Time.** Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Supplier's obligations only.
- 17.3 **Compliance with laws.** In performing their respective obligations under the Contract, each party shall comply with all applicable laws, statutes, regulations and codes from time to time in force.
- 17.4 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving written notice to the affected party.
- 17.5 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.
- 17.6 **Confidentiality.**
- 17.6.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by Clause 17.6.3.
- 17.6.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this Clause 17.6; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.6.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 17.6.4 The Supplier shall not make any public announcement or disclose any information regarding the Contract, except to the extent required by law or regulatory authority.
- 17.7 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.8 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 17.9 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:
- 17.9.1 waive that or any other right or remedy; or
  - 17.9.2 prevent or restrict the further exercise of that or any other right or remedy.
- 17.10 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the Contract.
- 17.11 **Notices.**
- 17.11.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this Clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

- 17.11.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 17.11.1; 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
- 17.11.3 The provisions of this Clause shall not apply to the service of any proceedings or other documents in any legal action.
- 17.12 **Third party rights.** No one other than a party to the Contract and their permitted assignees shall have any right to enforce any of its terms.
- 17.13 **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.
- 17.14 **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.