

TERMS & CONDITIONS TH. GEYER INGREDIENTS UK

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 9.00 am 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 16.4.

"Contract" means the contract between Th. Geyer and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

"Customer" means the person or firm who purchases the Goods from Th. Geyer.

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (which has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

"Delivery Location" has the meaning given in clause 5.1.

"Force Majeure Event" means an event, circumstance or cause beyond a party's reasonable control including public law restrictions, strikes and lockdowns.

"Goods" means the goods (or any part of them) set out in the Sales Order Confirmation.

"Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Order" means the Customer's order for the Goods, as set out in the Customer's purchase order form, or the Customer's written acceptance of Th. Geyer's quotation, as the case may be.

"Personal Data" and **"processing"** have the meanings given to them in the Data Protection Legislation.

"Sales Order Confirmation" has the meaning given in clause 2.3.

"Specification" means any specification for the Goods, including any related plans and drawings, supplied by Th. Geyer to the Customer or that is agreed in writing by the Customer and Th. Geyer or, if none is supplied by Th. Geyer nor agreed in writing by the parties, Th. Geyer's standard specification for the Goods.

"Th. Geyer" means Th. Geyer Ingredients UK Limited (registered in England and Wales with company number 14552162).

"VAT" means Value Added Tax.

"Warranty Period" has the meaning given in clause 6.1.

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** includes email but excludes fax.

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, trade custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification are complete and accurate.

2.3 The Order shall only be deemed to be accepted when Th. Geyer issues a written confirmation of the Order ("Sales Order Confirmation"), at which point and on which date the Contract shall come into existence. The Sales Order Confirmation shall confirm the price for the Goods.

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 A quotation for the Goods given by Th. Geyer shall not constitute an offer.

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

2.7 Th. Geyer reserves the right to make changes to the Goods to allow for changes in regulatory requirements or to ensure legal compliance, which may include changes in production processes, manufacturing and pattern technology and product composition which result in changes to the Goods.

3. GOODS

3.1 The Goods are described in the Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify and keep indemnified Th. Geyer 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 Th. Geyer in connection with any claim made against Th. Geyer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Th. Geyer's use of the Specification. This clause 3.2 shall survive termination of the Contract.

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

4. INTELLECTUAL PROPERTY

4.1 No Intellectual Property Rights belonging to either party are or shall be assigned or licenced to the other under the Contract.

4.2 Th. Geyer provides no guarantee that the use or the sale of the Goods supplied under the Contract does not constitute an infringement of Intellectual Property Rights in the Customer's country or other countries with regard to the Goods themselves or their use in combination with other products or in the performance of any processes.

4.3 All Intellectual Property Rights in or arising out of or in connection with any samples, specification (including any Specification) and other materials which Th. Geyer has created or produced for the Customer shall be and remain the property of Th. Geyer unless separately agreed in signed writing with the Customer. For the avoidance of doubt, this shall exclude any Intellectual Property Rights in the Goods or in any materials provided by the Customer.

5. DELIVERY

5.1 In respect of delivery, either:

5.1.1 Th. Geyer (or its third party supplier or a third party courier) shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after Th. Geyer notifies the Customer that the Goods are ready; or

5.1.2 The Customer shall collect the Goods from such location as may be advised by Th. Geyer prior to delivery (**Delivery Location**) within 5 Business Days of the Supplier notifying the Customer that the Goods are ready.

5.2 Delivery is completed on arrival of the Goods at the Delivery Location (in the case of delivery by Th. Geyer or its third party supplier or a third party courier) or commencement of loading of the Goods at the Delivery Location (in the case of collection by the Customer).

5.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Th. Geyer shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide Th. Geyer with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. Th. Geyer shall keep the Customer informed as far as reasonably possible where a delivery date is or will be affected by a Force Majeure Event.

5.4 If Th. Geyer has not delivered the Goods within 30 days after a quoted delivery date, then the Customer may cancel the Order (or part of the Order which remains undelivered) and the Customer shall not be required to pay for the Goods that have not been delivered. In the event that the Customer paid any amount towards the price of the cancelled Goods prior to such cancellation, Th. Geyer shall refund such amount to the Customer.

5.5 If Th. Geyer fails to deliver the Goods and the Customer has not cancelled the Order under clause 5.4, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Th. Geyer shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide Th. Geyer with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. Th. Geyer shall keep the Customer informed as far as reasonably possible where a delivery shall not be possible due to a Force Majeure Event.

5.6 If the Customer fails to take or accept delivery of the Goods within five Business Days of the date of the first attempted delivery (in the case of delivery by Th. Geyer or its third party supplier or a third party courier) or Th. Geyer notifying the Customer that the Goods are ready (in the case of collection by the Customer), then, except where such failure or delay is caused by a Force Majeure Event or Th. Geyer's failure to comply with its obligations under the Contract in respect of the Goods:

5.6.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the fifth Business Day as specified above; and

5.6.2 Th. Geyer shall store or arrange storage for the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

5.7 If ten Business Days after the day on which Th. Geyer notified the Customer that the Goods were ready for delivery, the Customer has not taken or accepted actual delivery of them, Th. Geyer may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.

5.8 Th. Geyer may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5.9 Some of the Goods may be hazardous or dangerous. The Customer shall be responsible for safe unloading and storage of the Goods and compliance with legal requirements in respect of the Goods. In the case of collection of the Goods by the customer, the Customer shall be responsible for safe loading and transport of the Goods and compliance with any legal requirements in respect of such loading and transport of the Goods.

6. Quality

6.1 Th. Geyer warrants that on delivery, and for the remaining period of the shelf life of the particular Goods as per the Specification (**Warranty Period**), the Goods shall:

6.1.1 conform in all material respects with the Specification; and

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

6.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and

6.1.4 be fit for any purpose held out by Th. Geyer.

6.2 Subject to clause 6.3, if:

6.2.1 the Customer gives notice in writing to Th. Geyer during the Warranty Period within a reasonable time of discovery or, if different, within any applicable timeframe set out in clause 9, that some or all of the Goods do not comply with the warranty set out in clause 6.1;

6.2.2 Th. Geyer is given a reasonable opportunity of examining such Goods; and

6.2.3 the Customer (if asked to do so by Th. Geyer) returns such Goods to Th. Geyer's place of business at the Customer's cost,

Th. Geyer shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

6.3 Th. Geyer shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 if:

6.3.1 the Customer makes any further use of such Goods after giving notice in accordance with clause 6.2;

6.3.2 the defect arises because the Customer failed to follow Th. Geyer's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;

6.3.3 the Customer failed to inspect the Goods in line with clause 9.1 and the failure to comply with the warranty relates to any shortages or defects which would have been notifiable under clause 9.1;

6.3.4 the Customer failed, on discovering any shortages or defects on inspecting the Goods at delivery or afterwards, to notify Th. Geyer in accordance with clause 9.1 or 9.2;

6.3.5 the defect arises as a result of Th. Geyer following any specification supplied by the Customer;

6.3.6 the Customer alters or repairs such Goods without the written consent of Th. Geyer;

6.3.7 the defect arises as a result of fair wear and tear, damage, negligence, improper or abnormal storage or contamination of the Goods by the Customer, or failure by the Customer to follow recommended storage requirements; or

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

6.4 Except as provided in this clause 6, Th. Geyer shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 6.1.

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

6.6 These Conditions and the warranties set out at clause 6.1 shall apply to any repaired or replacement Goods supplied by Th. Geyer except that the warranty period set out at clause 6.1 shall remain unaffected by any repair or replacement and shall continue for any remaining period from the original warranty period.

7. TITLE AND RISK

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

7.2 In the case of collection by the Customer, the Customer shall bear all risk for loading the delivery vehicle.

7.3 In all cases, unloading and storage of the Goods is the responsibility of the Customer.

7.4 If employees of Th. Geyer or its third party supplier or a third party haulier assist the Customer with loading or unloading of the Goods, the Customer shall bear sole risk and Th. Geyer shall have no liability for any damage caused except to the extent that Th. Geyer or the third party supplier or haulier is negligent.

7.5 Title to the Goods shall not pass to the Customer until the earlier of:

7.5.1 Th. Geyer receives payment in full (in cash or cleared funds) for the Goods and any other goods that Th. Geyer has supplied to the Customer, in which case title to the Goods shall pass at the time of payment of all such sums; and

7.5.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 7.7.

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

7.6.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Th. Geyer's property;

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

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

7.6.4 notify Th. Geyer immediately if it becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.4;

7.6.5 allow Th. Geyer to inspect the Goods; and

7.6.6 give Th. Geyer such information as Th. Geyer may reasonably require from time to time relating to:

(a) the Goods; and

(b) the ongoing financial position of the Customer.

7.7 Subject to clause 7.8, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Th. Geyer receives payment for all goods supplied whether under the Contract or any other contract between the parties provided always that the Customer has sufficient funds at the time of resale or use to cover the price of the Goods as if the Customer were required to pay for them at that time. However, if the Customer resells the Goods before that time:

7.7.1 it does so as principal and not as Th. Geyer's agent; and

7.7.2 title to the Goods shall pass from Th. Geyer to the Customer immediately before the time at which use or resale by the Customer occurs.

7.8 At any time before title to the Goods passes to the Customer, Th. Geyer may:

7.8.1 by notice in writing, terminate the Customer's right under clause 7.7 to resell the Goods or use them in the ordinary course of its business; and

7.8.2 require the Customer to deliver up all Goods 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 Goods are stored in order to recover them.

8. PRICE AND PAYMENT

8.1 The price of the Goods shall be the price set out in the Sales Order Confirmation. Prices in catalogues or brochures distributed by Th. Geyer, on data carriers or on Th. Geyer's internet pages are non-binding guide prices without VAT.

8.2 Th. Geyer may, by giving notice to the Customer at any time up to 10 Business Days before delivery, increase the price of the Goods to reflect any increase (in the case of clauses 8.2.1 and 8.2.3 of more than 5%) in the cost of the Goods that is due to:

8.2.1 any factor beyond Th. Geyer's control (including foreign exchange fluctuations, increases in taxes and duties, increases in transport costs, and increases in labour, materials and other purchasing costs); or

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

8.2.3 any delay caused by any instructions of the Customer or failure of the Customer to give Th. Geyer adequate or accurate information or instructions.

8.3 The price of the Goods:

8.3.1 excludes amounts in respect of VAT, which the Customer shall additionally be liable to pay to Th. Geyer at the prevailing rate, subject to the receipt of a valid VAT invoice; and

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

8.4 Th. Geyer has a minimum order value of £150 plus VAT.

8.5 Subject to clauses 8.8 and 8.9, following delivery, Th. Geyer shall provide an invoice to the Customer. The invoice is payable within 30 days of the date of the invoice. Payment shall be made in full and in cleared funds to a bank account nominated in writing by Th. Geyer. Time for payment shall be of the essence of the Contract.

8.6 If the Customer fails to make a payment due to Th. Geyer under the Contract by the due date, then, without limiting Th. Geyer's remedies under clause 12, interest shall accrue on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment and the Customer shall pay any costs incurred by Th. Geyer as a result of a delay in payment by the Customer. Interest under this clause 8.6 will accrue each day at 1.5% a year above the Bank of England's base rate from time to time. Th. Geyer reserves the right to charge the Customer for interest as calculated under this clause 8.6.

8.7 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).

8.8 If the Customer fails to make a payment due to Th. Geyer under the Contract by the due date, all payments under the business relationship shall become due and payable immediately. Th. Geyer shall be entitled to demand payment upfront prior to any further dispatch.

8.9 If Th. Geyer has any suspicions or concerns that the Customer is not creditworthy or poses a credit risk, Th. Geyer reserves the right to require payment upfront prior to dispatch.

8.10 The Customer shall inform Th. Geyer in writing if it considers that VAT is not due or a reduced rate of VAT is applicable in respect of any of the Goods including an

explanation of the reason it considers VAT is not due or is due at a reduced rate. The Customer shall ensure that any such confirmation is true and accurate.

9. CUSTOMER'S INSPECTION OBLIGATIONS

9.1 The Customer shall promptly on delivery of the Goods inspect the Goods and their packaging and within 3 Business Days notify any shortages or defects that are apparent to Th. Geyer. If the Goods are in packages, such inspection must include checking the labelling of each individual package.

9.2 If the Customer discovers or is made aware in any way of any shortages or defects in the Goods that were not apparent on inspection as outlined in clause 9.1, the Customer shall notify Th. Geyer of such shortages or defects within 5 Business Days of discovery.

10. PACKAGING

10.1 To the extent that Th. Geyer or a third party courier or supplier requires the Customer to return or make available for collection any packaging, the Customer shall comply with the instructions of Th. Geyer or a third courier or supplier.

11. LIMITATION OF LIABILITY

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

11.2 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be excluded or limited as set out in this clause 11.

11.3 Nothing in the Contract limits any liability for:

11.3.1 death or personal injury caused by negligence;

11.3.2 fraud or fraudulent misrepresentation;

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

11.3.4 defective products under the Consumer Protection Act 1987; or

11.3.5 any liability that legally cannot be limited.

11.4 Subject to clause 11.3, Th. Geyer's total liability to the Customer in connection with the Contract shall not exceed 125% price of the Goods as determined by clause 8.1.

11.5 Subject to clause 11.3, the following types of loss are wholly excluded:

11.5.1 loss of profits;

11.5.2 loss of sales or business;

11.5.3 loss of agreements or contracts;

11.5.4 loss of anticipated savings;

11.5.5 loss of use or corruption of software, data or information;

11.5.6 loss of or damage to goodwill; and

11.5.7 indirect or consequential loss.

11.6 This clause 11 shall survive termination of the Contract.

12. TERMINATION

12.1 Without limiting its other rights or remedies, Th. Geyer may terminate this Contract with immediate effect by giving written notice to the Customer if:

12.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

12.1.2 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;

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

12.1.4 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.

12.2 Without limiting its other rights or remedies, Th. Geyer may suspend provision of the Goods under the Contract or any other contract between the Customer and Th. Geyer if the Customer becomes subject to any of the events listed in clause 12.1.2 to clause 12.1.4, or Th. Geyer 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.

12.3 Without limiting its other rights or remedies, Th. Geyer 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.

12.4 On termination of the Contract for any reason the Customer shall immediately pay to Th. Geyer all of Th. Geyer's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, Th. Geyer shall submit an invoice, which shall be payable by the Customer immediately on receipt.

12.5 In the event that Th. Geyer has the right to terminate the Contract for any reason, the Customer shall lose its right under clause 7.7 to resell the Goods or use them, whether or not

Th. Geyer exercises its right to terminate the Contract.

12.6 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

12.7 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

13. 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 3 months, either party may terminate the Contract by giving 30 days' written notice to the affected party.

14. DATA PROTECTION

14.1 Both parties shall comply with all applicable requirements of the Data Protection Legislation.

14.2 Th. Geyer processes and stores Personal Data in line with its privacy notice which can be accessed at <https://www.thgeyer.com/en/data-privacy>.

15. NOTICES

15.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be sent by email to the following addresses (or an address substituted in writing by the party to be served):

Supplier: the originating email address of the sender of the relevant Sales Order Confirmation or your usual Th. Geyer contact.

Customer: the Customer's email address specified in the Order or as otherwise notified to the Supplier in writing.

15.2 Any notice shall be deemed to have been received at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

15.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16. GENERAL

16.1 Th. Geyer 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.

16.2 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 Th. Geyer.

16.3 The Contract constitutes the entire agreement between the parties. 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.

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

16.5 Except as set out in clause 2.4, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

16.6 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.

16.7 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 16.7 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.

16.8 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.

16.9 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.

16.10 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.

Last updated 12.05.2025