

TERMS AND CONDITIONS OF FIRST 4 IT LTD
(hereafter referred to as the Supplier)

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in these terms and conditions.

Contract: the Order Form signed by the Customer and the Supplier's acceptance of it under condition 3.

Customer: the person, firm or company who purchases Goods and/or Services from the Supplier.

Customer's Project Manager: the Customer's manager for the Project appointed in accordance with condition 13.1(a).

Deliverables: all products and materials developed by the Supplier in relation to the Project in any media, including, without limitation, computer programs, data, diagrams, reports and specifications (including drafts).

Goods: all or any part of the products, items and systems supplied to or to be supplied by the Supplier to or at the request of the Customer.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order Form: the order form prepared by the Supplier and accepted by way of signature by the Customer setting out the specified Goods and/or Services required by the Customer together with the Price of such Goods and/or Services.

Pre-existing Materials: materials which existed before the commencement of the Project.

Price: means the price of the Goods and/or Services required by the Customer as notified by the Supplier to the Customer and set out in the Order Form, or otherwise as agreed by the Supplier and Customer in writing, plus VAT and any other taxes and duties.

Project: the project as described in the Project Plan.

Project Milestone: a date by which a part of the Project is estimated to be completed, as set out in the Project Plan.

Project Plan: the detailed plan agreed between the Supplier and Customer describing the Project and setting out the estimated timetable (including Project Milestones) and responsibilities for the provision of the Services by the Supplier in accordance with the Contract, a copy of which is attached to the Order Form.

Services: the services to be provided by the Supplier under the Contract.

Software: any operating system installed on the Goods.

Supplier's Project Manager: the Supplier's manager for the Project, appointed in accordance with condition 12.3.

VAT: value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Headings do not affect the interpretation of these conditions.

2. APPLICATION OF CONDITIONS

2.1 These conditions shall:

- (a) apply to and be incorporated in the Contract; and
- (b) prevail over any inconsistent terms or conditions contained in, or referred to in, the Customer's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing.

2.2 Any variation of the Contract shall be in writing and signed by or on behalf of the parties.

3. EFFECT OF PURCHASE ORDER

- 3.1 Any quotation is valid for a period of [30] days only and the Supplier may withdraw it at any time by notice to the Customer.
- 3.2 The Order Form signed by the Customer constitutes an offer by the Customer to purchase the Goods and/or Services specified in it on these conditions; accordingly, the execution by the Customer and return to the Supplier of the acknowledgement copy of the Order Form, or the Supplier's delivery of the Goods and/or commencement or execution of the Services pursuant to the Order Form, shall establish a contract for the supply and purchase of those Goods and/or Services on these conditions. The Customer's standard terms and conditions (if any) attached to, enclosed with, or referred to in, the Order Form shall not govern the Contract.

SUPPLY OF GOODS

4. QUANTITY AND DESCRIPTION

- 4.1 The quantity and description of the Goods shall be as set out in the Order Form.
- 4.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Supplier, and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for illustrative purposes only and they do not form part of the Contract.
- 4.3 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.
- 4.4 The Supplier reserves the right (but does not assume the obligation) to make any changes in the specification of the Goods which are required to conform with any applicable legislation or, where the Goods is to be supplied to the Customer's specification, which do not materially affect their quality or performance. Where the Supplier is not the manufacturer of the Goods, the Supplier shall use reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer to the Supplier.
- 4.5 The Supplier's employees, contractors and agents are not authorised to make any contractually binding representations concerning the Goods. In entering into the Contract, the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which have not been confirmed in writing by an authorised officer of the Supplier. However, nothing in these conditions limits the Supplier's liability for fraudulent misrepresentation.
- 4.6 Any advice or recommendation given by the Supplier or its employees, contractors or agents to the Customer or its employees, contractors or agents about the storage, application or use of the Goods which is not confirmed in writing by an authorised officer of the Supplier is followed or acted on entirely at the Customer's own risk.

5. DELIVERY OF GOODS AND ACCEPTANCE

- 5.1 The Supplier shall use its reasonable endeavours to deliver the Goods on the date or dates specified in the Order Form, but any such date is approximate only. If no dates are so specified, delivery shall be within a reasonable time of acceptance of the order. Time is not of the essence as to the delivery of the Goods and the Supplier is not liable for any delay in delivery, however caused.
- 5.2 The Goods may be delivered by the Supplier in advance of the quoted delivery date on giving reasonable notice to the Customer.
- 5.3 Delivery shall be made during normal business hours (excluding bank or public holidays). The Supplier may levy additional charges for any deliveries made outside such hours at the Customer's request.

- 5.4 The Customer shall be responsible (at the Customer's cost) for preparing the delivery location for the delivery of the Goods and for the provision of all necessary access and facilities reasonably required to deliver and install the Goods. If the Supplier is prevented from carrying out delivery or installation on the specified date because no such preparation has been carried out, the Supplier may levy additional charges to recover its loss arising from this event.
- 5.5 The Customer shall be deemed to have accepted the Goods when the Customer has had seven days to inspect it after delivery and has not exercised in writing its right of rejection in accordance with condition 10.
- 5.6 The Supplier shall be responsible for any damage, shortage or loss in transit, provided that the Customer notifies it to the Supplier (or its carrier, if applicable) within three days of delivery or the proposed delivery date of the Goods and that the Goods have been handled in accordance with the Supplier's stipulations. Any remedy under this condition 5.6 shall be limited, at the option of the Supplier, to the replacement or repair of any Goods which are proven to the Supplier's satisfaction to have been lost or damaged in transit.

6. RISK AND PROPERTY

- 6.1 The Goods shall be at the risk of the Supplier until delivery to the Customer at the place of delivery specified in the Order Form. The Supplier shall off-load the Goods at the Customer's risk.
- 6.2 Ownership of the Goods shall pass to the Customer on the later of completion of delivery (including off-loading), or when the Supplier has received in full in cleared funds all sums due to it in respect of:
- (a) the Goods; and
 - (b) all other sums which are or which become due to the Supplier from the Customer on any account.
- 6.3 Until ownership of the Goods has passed to the Customer under condition 6.2, the Customer shall:
- (a) hold the Goods on a fiduciary basis as the Supplier's bailee;
 - (b) store the Goods (at no cost to the Supplier) in satisfactory conditions and separately from all the Customer's other equipment or that of a third party, so that it remains readily identifiable as the Supplier's property;
 - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - (d) keep the Goods insured on the Supplier's behalf for its full price against all risks to the reasonable satisfaction of the Supplier, and hold the proceeds of such insurance on trust for the Supplier and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.
- 6.4 The Customer's right to possession of the Goods before ownership has passed to it shall terminate immediately if any of the circumstances set out in condition 20 arise or if the Customer encumbers or in any way charges the Goods, or if the Customer fails to make any payment to the Supplier on the due date.
- 6.5 The Customer grants the Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Goods is or may be stored in order to inspect it, or where the Customer's right to possession has terminated, to remove it. All costs incurred by the Supplier in repossessing the Goods shall be borne by the Customer.
- 6.6 On termination of the Contract for any reason, the Supplier's (but not the Customer's) rights in this condition 6 shall remain in effect.
- 6.7 The Supplier may appropriate payments by the Customer to such Goods as it thinks fit, notwithstanding any purported appropriation by the Customer to the contrary, and may make such appropriation at any time.

7. INSPECTION AND TESTING OF GOODS

The Supplier shall:

- (a) test and inspect the Goods on delivery to ensure that it complies with the requirements of the Contract; and
- (b) if so requested by the Customer, give the Customer reasonable advance notice of such tests (which the Customer shall be entitled to attend).

8. SOFTWARE LICENCE

8.1 If the Supplier refers to a software licence in the Order Form, the price of the Goods [includes] the licence fee for the Customer's right to use the Software.

8.2 If the Customer is provided with any operating system software licence in respect of the Software, the Customer shall sign and return it to the Supplier within seven days of installation of the software, unless the licence has been supplied on a "shrink-wrap" or "click-wrap" basis.

8.3 If no software licence has been provided to the Customer, the Customer hereby accepts a non-exclusive, non-transferable licence to use the Software on the following conditions:

- (a) the Customer shall not copy (except to the extent permissible under applicable law or for normal operation of the Goods), reproduce, translate, adapt, vary or modify the software, nor communicate it to any third party, without Supplier's prior written consent;
- (b) the Customer shall not use the Software on any equipment other than the Goods, and shall not remove, adapt or otherwise tamper with any copyright notice, legend or logo which appears in or on the Software on the medium on which it resides;
- (c) such licence shall be terminable by either party 28 days' written notice, provided that the Supplier terminates only if the continued use or possession of the Software by the Customer infringes the developer's or a third party's rights, or the Supplier is compelled to do so by law, or if the Customer has failed to comply with any term of the Contract; and
- (d) on or before the expiry of this licence, the Customer shall return to the Supplier all copies of the Software in its possession.

9. EXPORT TERMS

9.1 Where the Goods are supplied for export from the United Kingdom, the provisions of this condition 9 shall (subject to any contrary terms agreed in writing between the Customer and the Supplier) override any other provision of these conditions.

9.2 The Customer shall be responsible for complying with any legislation governing:

- (a) the importation of the Goods into the country of destination; and
- (b) the export and re-export of the Goods,

and shall be responsible for the payment of any duties on it.

9.3 Unless otherwise agreed in writing between the Customer and the Supplier, the Goods shall be delivered free on board the air or sea port of shipment and the Supplier shall be under no obligation to give notice under section 32(3) of the Sale of Goods Act 1979.

9.4 The Supplier shall be responsible for arranging for the testing and inspection of the Goods at the Supplier's premises before shipment.

10. WARRANTY

10.1 The Supplier warrants to the Customer that the Goods are free from defects of workmanship and materials. The Supplier undertakes (subject to the remainder of this condition 10), at its option, to repair or replace the Goods (or part thereof) (other than consumable items) which is found to be defective as a result of faulty materials or workmanship within three months of delivery and installation.

- 10.2 The Supplier shall not be liable for a breach of the warranty contained in condition 10.1 unless:
- (a) the Customer gives written notice of the defect to the Supplier within seven days of the time when the Customer discovers or ought to have discovered the defect; and
 - (b) after receiving the notice, the Supplier is given a reasonable opportunity of examining such Goods and the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost (unless the Customer has a pre-paid Supplier's return authorisation number) for the examination to take place there.
- 10.3 The Supplier shall not be liable for a breach of the warranty in condition 10.1 if:
- (a) the Customer makes any use of the Goods in respect of which it has given written notice under condition 10.2(a); or
 - (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
 - (c) the Customer alters or repairs the relevant Goods without the written consent of the Supplier.
- 10.4 Any repaired or replacement Goods (or part thereof) shall be under warranty for the unexpired portion of the three-month period.
- 10.5 The Supplier shall not be liable for any damage or defect to the Goods caused by improper use of the Goods or use outside its normal application.

11. REMEDIES

- 11.1 The Supplier shall not be liable for any non-delivery of the Goods (even if caused by the Supplier's negligence) unless the Customer notifies the Supplier in writing of the failure to deliver within seven days after the scheduled delivery date.
- 11.2 Any liability of the Supplier for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such Goods.
- 11.3 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer (other than by reason of a Force Majeure Event under condition 21), the Customer shall be liable to pay to the Supplier all reasonable costs, charges or losses sustained by it as a result, subject to the Supplier notifying the Customer in writing of any such claim it might have against the Customer in this respect.
- 11.4 In the event of any claim by the Customer under the warranty given in condition 10.1, the Customer shall notify the Supplier in writing of the alleged defect. The Supplier shall have the option of testing or inspecting the Goods at their current location or moving them to the Supplier's premises (or those of its agent or sub-contractor) at the cost of the Supplier. If the Customer's claim is subsequently found by the Supplier to be outside the scope or duration of the warranty in condition 10, the costs of transportation of the Goods, investigation and repair shall be borne by the Customer.

SUPPLY OF SERVICES

12. SUPPLIER'S OBLIGATIONS

- 12.1 The Supplier shall use reasonable endeavours to manage and complete the Project, and to deliver the Deliverables to the Customer, in accordance in all material respects with the Project Plan.
- 12.2 The Supplier shall use reasonable endeavours to meet the performance dates specified in the Project Plan, but any such dates shall be estimates only and time shall not be of the essence of the Contract.

12.3 The Supplier shall appoint the Supplier's Project Manager who shall have authority to contractually bind the Supplier on all matters relating to the Project. The Supplier shall use reasonable endeavours to ensure that the same person acts as Supplier's Project Manager throughout the Project, but may replace him from time to time where reasonably necessary in the interests of the Supplier's business.

13. CUSTOMER'S OBLIGATIONS

13.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Project and appoint the Customer's Project Manager, who shall have the authority to contractually bind the Customer on matters relating to the Project;
- (b) provide in a timely manner such access to the Customer's premises and data, and such office accommodation and other facilities, as is requested by the Supplier;
- (c) provide in a timely manner such information as the Supplier may request, and ensure that such information is accurate in all material respects; and
- (d) be responsible (at its own cost) for preparing the relevant premises for the supply of the Services.

13.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer or the Customer's agents, sub-contractors or employees, the Customer shall be liable to pay to the Supplier on demand all reasonable costs, charges or losses sustained or incurred by it (including, without limitation, any direct or indirect consequential losses, loss of profit and loss of reputation, loss or damage to property, injury to or death of any person and loss of opportunity to deploy resources elsewhere), subject to the Supplier confirming such costs, charges and losses to the Customer in writing.

14. CHANGE CONTROL

14.1 The Customer's Project Manager and the Supplier's Project Manager shall meet at least once every [PERIOD OF TIME] to discuss matters relating to the Project. If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.

14.2 If either party requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:

- (a) the likely time required to implement the change;
- (b) any variations to the Supplier's charges arising from the change;
- (c) the likely effect of the change on the Project Plan; and
- (d) any other impact of the change on the terms of the Contract.

14.3 If the Supplier requests a change to the scope of the Services, the Customer shall not unreasonably withhold or delay consent to it.

14.4 If the Customer wishes the Supplier to proceed with the change, the Supplier has no obligation to do so unless and until the parties have agreed in writing on the necessary variations to its charges, the Project Plan and any other relevant terms of the Contract to take account of the change.

GENERAL

15. PRICE

15.1 All prices shall be as stated in the Order Form. All prices are exclusive of delivery, packaging, packing, shipping, carriage, insurance, VAT and other charges and duties.

15.2 The price for the Goods and/or Services is based on the rate prevailing at the date of the Supplier's acknowledgement of the order and the Supplier reserves the right to increase the price to cover any increases due to market conditions (including, but not limited to, increases in foreign exchange rates relating to the Goods and/or Services, or in labour, materials, supply or

transportation costs) which affect the Supplier at the date of delivery or for any reason due to any factor beyond the Supplier's control.

- 15.3 Where no price for the Goods and/or Services has been quoted (or a quoted price is no longer valid), the price listed in the Supplier's price list current at the date of the Order Form. The Supplier's published export price list shall apply to exports of the Goods as appropriate.

16. PAYMENT

- 16.1 The Customer shall pay each invoice submitted to it by the Supplier in full, and in cleared funds, within [7] days of receipt.

- 16.2 Without prejudice to any other right or remedy that the Supplier may have, if the Customer fails to pay the Supplier on the due date the Supplier may:

- (a) charge interest on such sum from the due date for payment at the monthly rate of two per cent above the base lending rate from time to time of Lloyds TSB Bank Plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment. The Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
- (b) suspend the supply of Goods and/or Services until payment has been made in full.

- 16.3 Time for payment shall be of the essence of the Contract.

- 16.4 All payments payable to the Supplier under the Contract shall become due immediately on termination of the Contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.

- 16.5 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1 All Intellectual Property Rights and all other rights in the Deliverables shall be owned by the Supplier. The Supplier hereby licenses all such rights to the Customer free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable the Customer to make reasonable use of the Deliverables and the Services as is envisaged by the parties. If the Supplier terminates the Contract under condition 20.1, this licence will automatically terminate.

- 17.2 The Customer acknowledges that the Customer's use of rights in Pre-existing Materials is conditional on the Supplier obtaining a written end-user licence (or sub-licence) of such rights from the relevant licensor or licensors on such terms as will entitle the Supplier to license such rights to the Customer.

- 17.3 The Supplier's Intellectual Property Rights in and relating to the Goods shall remain the exclusive property of the Supplier, and the Customer shall not at any time make any unauthorised use of such Intellectual Property Rights, nor authorise or permit any of its agents or contractors or any other person to do so.

18. CONFIDENTIALITY AND SUPPLIER'S PROPERTY

- 18.1 The Customer shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by the Supplier or its agents, and any other confidential information concerning the Supplier's business or its products which the Customer may obtain. The Customer shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging the Customer's obligations to the Supplier, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Customer.

18.2 All materials, equipment and tools, drawings, specifications and data supplied by the Supplier to the Customer shall at all times be and remain the exclusive property of the Supplier, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to the Supplier, and shall not be disposed of or used other than in accordance with the Supplier's written instructions or authorisation.

18.3 This condition 18 shall survive termination of the Contract, however arising.

19. LIMITATION OF LIABILITY

19.1 The following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of the Contract;
- (b) any use made by the Customer of the Goods, the Services, the Deliverables or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

19.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

19.3 Nothing in these conditions excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence; or
- (b) for fraud or fraudulent misrepresentation.

19.4 Subject to condition 19.2 and condition 19.3:

- (a) the Supplier shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for:
 - (i) loss of profits; or
 - (ii) loss of business; or
 - (iii) depletion of goodwill or similar losses; or
 - (iv) loss of anticipated savings; or
 - (v) loss of goods; or
 - (vi) loss of contract; or
 - (vii) loss of use; or
 - (viii) loss or corruption of data or information; or
 - (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- (b) the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Goods and/or Services the subject matter of the Contract.

20. TERMINATION

20.1 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Contract without liability to the other if:

- (a) the other party commits a material breach 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 of the breach; or
- (b) an order is made or a resolution is passed for the winding up of the other party, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the other party; or

- (c) an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the other party, or notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- (d) a receiver is appointed of any of the other party's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the other party, or if any other person takes possession of or sells the other party's assets; or
- (e) the other party makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt; or
- (f) the other party ceases, or threatens to cease, to trade; or
- (g) there is a change of control of the other party; or
- (h) the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.

20.2 Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

21. FORCE MAJEURE

The Supplier shall have no liability to the Customer under the Contract if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

22. WAIVER

22.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

22.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

23. SEVERANCE

23.1 If any provision of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

23.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

24. STATUS OF PRE-CONTRACTUAL STATEMENTS

Each of the parties acknowledges and agrees that in entering into the Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the subject matter of this agreement other than as expressly set out in the Contract.

25. ASSIGNMENT

- 25.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 25.2 The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

26. NO PARTNERSHIP OR AGENCY

Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

27. THIRD PARTY RIGHTS

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

28. NOTICES

Any notice under the Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address as set out in the Contract, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in the Contract. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not during business hours, at 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

29. GOVERNING LAW AND JURISDICTION

- 29.1 The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England.
- 29.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).