

ASHWOODS ELECTRIC MOTORS

General Terms and Conditions for the Purchase of Products and Services

Ashwoods Electric Motors Ltd General Terms and Conditions for the purchasing of Products and Services (the "GT&C") shall apply to all contractual relationships between the Supplier and the Purchaser (the "Parties"), respectively as defined below.

1. Definitions and Applicability

1.1 The following defined terms shall have the following meanings:

"Contract" shall mean the binding agreement between the Supplier and the Purchaser consisting of these GT&C and the Purchase Order.

"Contract Price" shall mean the total sum set forth in the Contract to be paid by the Purchaser to the Supplier for the due and timely delivery of Products or Services.

"Purchaser" shall mean Ashwoods Electric Motors Ltd.

"Purchase Order" and "PO" shall mean the purchase order to which these GT&C apply, issued by the Purchaser to the Supplier for Products or Services (including all documents belonging to the Purchase Order, if any) and excluding other general terms and conditions of purchase of the Purchaser if referred to in the PO.

"Product" shall mean any and all equipment, instruments, materials, articles, documentation, packaging, computer hardware and software and items of all kinds to be provided by the Supplier to the Purchaser under the Contract.

"Service" shall mean any and all services provided by the Supplier to the Purchaser.

"Supplier" shall mean the person, organisation or legal entity supplying Products and Services to the Purchaser pursuant to the Contract.

"Bespoke Product" shall mean Product that has been created by the Supplier specifically for the Purchaser.

"Supplier Quality Manual" shall mean Ashwoods Electric Motors Ltd's standard of requirements for Suppliers, document SCM001, as updated from time to time.

"PPAP" shall be the Production Part Approval Process.

1.2 In case of conflict between these GT&C, the PO and any other documents belonging to the PO or referred to in the PO (such as other general terms and conditions of purchase of the Purchaser), the documents shall be interpreted and prevail in the following order:

(i) the PO including other documents included in the PO (excluding any reference to other general terms and conditions of purchase of the Purchaser),

(ii) these GT&C,

(iii) other general terms and conditions of the Purchaser (if referred to in the PO).

1.3 Any agreed trade term shall be construed in accordance with the INCOTERMS in force at the formation of the Contract.

1.4 The general terms and conditions of the Supplier are herewith rejected, unless the Purchaser has expressly agreed thereto in writing.

1.5 Except where the Contract expressly states otherwise, any amendments, alterations or variations to the Contract shall be binding only if in writing and signed by duly authorized representative of the Purchaser and the Supplier.

2. Order

The Supplier shall acknowledge acceptance of the PO within 5 days after receipt thereof. In case the Supplier fails to respond within such period the PO shall be deemed accepted. In any event,

- (i) the Supplier's commencement of performance in any manner,
- (ii) sending of an invoice or
- (iii) acceptance of any payment in relation to the PO,

shall constitute unconditional acceptance of the PO. It is clarified that no condition placed by the Supplier at the time of acceptance shall be construed as valid and binding against the Purchaser unless the Purchaser has agreed to be bound by such conditions.

3. Terms of Payments

3.1 The Contract Price shall be firm and fixed.

3.2 Unless otherwise agreed in the PO, the Contract Price includes all levies, taxes, fees and duties applicable to the performance of the Service or the delivery of Product at the named destination and the Supplier shall promptly pay all such insurance, taxes, fees or duties (excluding VAT) and immediately indemnify the Purchaser if the Purchaser is called upon to pay the same.

3.3 The Contract Price includes the cost of packaging.

3.4 Any payment shall be made in accordance with all terms specified in the PO. Unless agreed otherwise in the PO, the Supplier shall be entitled to invoice for payment for the Products and Services only when delivery of Products or performance of the Services has occurred in accordance with the Contract.

3.5 Payments due by the Purchaser shall then be made within 60 days after the end of the month of a correctly rendered invoice. The Purchaser shall not be under any obligation to make any payment if the Supplier is in breach of the Contract and for so long as such breach continues. Payment by the Purchaser shall not be deemed to constitute an acceptance of the Product or Service.

3.6 The invoice shall at least include the Supplier's reference number, the date and number of the PO of the Purchaser, the payment due date, the quantity and Product reference or description of Services performed, the date of the delivery or performance, the agreed price and the name and address of the Purchaser.

4. Inspection and Quality Assurance

4.1 The Supplier shall implement an appropriate and recognised quality assurance programme and conform with the agreed technical specifications, any quality requirements specified in the PO and the Purchaser's Supplier Quality Manual.

4.2 The Supplier shall ensure that any and all Product comply with all applicable statutory and regulatory requirements relating to the design, manufacture, labelling, packaging, storage, handling and delivery of the Product, as applicable.

4.3 The Supplier shall ensure that at all times it has and maintains all and any licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of Product and Services.

4.4 The Purchaser has the right to inspect any and all work in progress. Inspection shall not relieve the Supplier from liability nor imply the acceptance of the Product or Service.

4.5 The Supplier shall provide evidence of compliance with all applicable quality and legal requirements on request of the Purchaser.

4.6 In instances when the Product has been defined in the PO as requiring PPAP, or the Product has undergone the PPAP process the Supplier shall notify the Purchaser in writing at least 6 months in advance of any intention to make changes of materials or parts provided for the Products, changes in the production methods, the relocation of production sites and changes in the analysis methods used for and in connection with the Products, whether such changes are made by the Supplier or the Supplier's sub-suppliers. Such changes require prior written approval of the Purchaser.

5. Packaging and Delivery of Product

5.1 The Supplier has responsibility for ensuring that the Products shall always be packed so as to exclude the possibility of damage from applicable transport and storage handling.

5.2 The delivery terms set out in the PO are binding. Any deviation from the agreed delivery terms requires the written approval of the Purchaser.

5.3 The Products shall be delivered complete with all instructions, warnings and other data necessary for safe and proper operation, regardless of whether mentioned or described in the specifications set forth in or related to the PO.

5.4 The title and risk of loss of or damage to the Product shall pass from the Supplier to the Purchaser upon delivery of the Product at the named destination in accordance with the INCOTERMS or in the event that INCOTERMS are not applicable at the named destination.

5.5 The Supplier shall not deliver the Product in instalments without the Purchaser's prior written consent. Where it is agreed that the Product are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in clause 6

5.6 The Supplier shall ensure that each delivery of the Product is accompanied by a delivery note which shows the number of packages being delivered, the date of the Order, the Order number (if any), the type and quantity of any and all Product (including the code number of the Product (where applicable)), special storage instructions (if any) and, if Product are being delivered by instalments, the outstanding balance of Product remaining to be delivered; and it states clearly on the delivery note any requirement for the Purchaser to return any packaging material for the Product to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

6. Delays

6.1 Time is of the essence in relation to the Delivery Date.

6.2 The Supplier shall notify the Purchaser in writing as soon the Supplier becomes aware of any delay in the delivery of Product or performance of Services.

6.3 Except with prior written consent of the Purchaser, if the performance of the Service or delivery of the Product at the named destination is delayed beyond the performance date or delivery date, the Supplier shall be liable for liquidated damages without prejudice to the Purchaser's right to claim compensation from the Supplier for any additional damage arising out of or in connection with the delay. Unless stated otherwise, the liquidated damages due by the Supplier for a delay shall be 1% of the Contract Price for each commenced week of delay up to a maximum of 10% of the Contract Price without any requirement to prove actual damage.

6.4 The liquidated damages shall be due from the time that such liquidated damages are claimed and may be deducted by the Purchaser from the Purchase Price. The payment of any liquidated damages does not release the Supplier from its duty to deliver the Products or perform the Services.

6.5 The Purchaser may arrange for substitute performance by a third party or undertake performance itself at the expense of the Supplier if a further deadline for performance has expired. If any materials are necessary for such substitute performance and the Supplier is in possession of such materials, such materials shall be provided to the Purchaser without delay. In so far as any industrial property rights limit any delivery or performance by a third party, the Supplier shall provide all necessary declarations in order to make such rights available.

6.6 Nothing herein shall be deemed to limit any other remedy that may be available to the Purchaser, nor shall the Purchaser's enforcement of any other rights it may have be deemed or construed to affect or waive any of its rights hereunder.

7. Environment, Health and Safety

7.1 The Supplier represents and warrants that the Products shall not include any hazardous and/or contaminated substances, elements or waste of any kind (such as arsenic, asbestos, lead) that are restricted by law or regulation at the place of origin and/or final destination of the Product or any part thereof pursuant to the Contract.

7.2 The Supplier represents and warrants that the Products and Services are in strict compliance with all applicable health and safety requirements. The Purchaser is entitled to demand evidence if there is reason to assume the health and safety requirements are not complied with.

7.3 The Supplier represents and warrants that any and all supplier Products comply with the Restriction of the Use of Certain Hazardous Electrical and Electronic Regulations 2012 if required, and will present the evidence of this if requested.

8. Export Control and Foreign Trade

8.1 The Supplier agrees that it will fully comply with all applicable laws and regulations including, without limitation, all applicable export control regulations. In addition, the Supplier agrees that it will fully comply with all applicable policies from the Purchaser, including without limitation, all applicable export control policies.

8.2 The Supplier will provide, for each line item in all trade documents, full correct data required for export control purpose such as export control classification number, country of origin and HS

number. For Products which do not fall under international export controls, the Supplier shall provide a clear statement per line item confirming that no export controls apply. In addition, the Supplier shall provide to the Purchaser the relevant preferential trade documents or statements relating to import duties needed by the Purchaser in accordance with the applicable preferential trade agreements. The Supplier shall provide to the Purchaser, if applicable, a long-term declaration for preferential trade purpose at the end of each year without prior written request.

8.3 The Supplier agrees that it will not export, re-export, sell, resell or transfer any data or any export-controlled commodity, technical data or software provided under this Contract

(i) in violation of any law, regulation, order, policy or other limitation imposed by any government authority with jurisdiction; or

(ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses or equivalent.

8.4 In the event that any of the Product, technology, data or information provided under this Contract is or becomes classified or listed as subject to export or re-export restrictions in the context of applicable export regulations, the Supplier shall immediately inform the Purchaser in writing of such export control requirements, and if requested, the Supplier will provide other relevant export control information and documentation. In the event of Supplier's failure to comply with the above, Supplier shall hold the Purchaser fully harmless from all damages arising out of or in connection with any violation.

9. Intellectual Property Rights

9.1 All and any Intellectual Property Rights that are created or arise out of or in connection with the Product and Services shall be owned by the Purchaser (Product and Services IPR).

9.2 All information and know-how including drawings, specifications and other data provided by the Purchaser in connection with the Contract as well as any documents or data shall remain at all times the property of the Purchaser and may be used by the Supplier only for the purpose of performing the Contract. Any such information and documents are confidential information and subject to Clause 13 (Confidentiality).

9.3 The Supplier hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which the Supplier has or will have in any existing or future works relating to and/or including the Services and Deliverables IPR

9.4 The Supplier shall not copy, reproduce or use the Products or any information and know-how provided by the Purchaser, nor give them or allow their use by a third party, without the Purchaser's prior written permission. If such prior written permission is granted by the Purchaser, the Supplier shall procure such third party to execute appropriate documents confirming to be bound by the standards of confidentiality, for the benefit of the Purchaser, not less than that provided herein.

9.3 The Supplier warrants that no third-party intellectual property rights have been infringed by the production, delivery or operation of the Products or the performance of the Services and the Supplier shall indemnify and hold harmless the Purchaser against any claims by third parties resulting from any infringements of intellectual property rights.

9.4 The Supplier shall grant the Purchaser and the customers or end-users of the Purchaser, the irrevocable, royalty free, perpetual and unrestricted worldwide right to use all systems,

programmes, documentation, know-how or other intellectual property rights related to or embodied into the Service or Product delivered to the Purchaser.

9.5 All Purchaser Materials are the exclusive property of the Purchaser.

9.6 When developing, manufacturing and/or supplying the Bespoke Product, the Purchaser grants to the Supplier a non-exclusive, personal licence during the term of the Contract to use the Product IPR to make the Bespoke Product for the Purchaser.

9.7 Each party shall immediately give written notice to the other party of any actual, threatened or suspected infringement of any party's Intellectual Property Rights (including the Product and Services IPR and the Product IPR) of which it becomes aware.

9.8 All and any Intellectual Property Rights that are created by the Purchaser or arise in the creation of any Product created by the Purchaser using any Product and/or Bespoke Product (whether in whole or in part) shall be owned by the Purchaser and accordingly, to the extent any Intellectual Property Rights in any final Product are, by operation of law or otherwise, vested in the Supplier, or in which the Supplier has any interest at law, the Supplier hereby assigns to the Purchaser all existing and future Intellectual Property Rights (including, without limitation, patents, copyright and related rights) in the final Product. The Supplier agrees to promptly execute all documents and do all acts as may, in the opinion of the Purchaser be necessary to give effect to this clause; and

10. Warranties and Liabilities

10.1 The Supplier expressly warrants that:

- (i) the Service and Product will be new, that the Product will be constructed, and the Service will be performed, in a safe and workmanlike manner by qualified and efficient personnel and be of the highest professional quality;
- (ii) the Service and Product will be of good and satisfactory quality and fit for the purposes for which it is intended, in strict conformity with all requirements of the Contract and free from any defect or lack of conformity;
- (iii) the Service and Product have been tested and controlled and meet all industry standards and all legal requirements under existing laws, regulations and directives relating to design, safety, fire and environmental protection; and
- (iv) the service and product have been designed in a manner not to endanger life and health if the service and product are used as directed

10.2 The Purchaser is not obliged to inspect the Services or Products for defects or notify the Supplier of defects or notify the Supplier of defects or non-conformity in order to maintain the Purchaser's warranty claims except for warranty claims in respect of patent defects.

10.3 In case of defect the Purchaser is entitled to:

- (i) demand proper performance of the Contract by the Supplier
- (ii) remedy itself the defect and demand the Supplier for reimbursement of the incurred expenses occurred in the necessary remedial measures,
- (iii) rescind the Contract or claim reduction of the purchase price, and/ or

(iv) demand damages in lieu of performance of the Contract, as the Purchaser may consider appropriate.

10.4 The warranty in respect of each Product delivered by the Supplier or Service performed by the Supplier shall survive for a period of 36 months from the date the Product is delivered or the Service is performed or 24 months from usage whichever is later. The Supplier shall be liable for all damages, including consequential damages, caused by the breach of any warranty applicable to the Product or the Service.

10.5. Defect in the Products:

10.5.1. If a defect or nonconformity is discovered in any Product or part thereof supplied by the Supplier under any Contract and the Purchaser has reasonable cause to believe that other Products or parts thereof, supplied or to be supplied by the Supplier under any Contracts with the same or any other Ordering Parties, are likely to have similar defects or non-conformities, then the Purchaser may, at its option, require the Supplier: to investigate, at the Supplier's costs, all other similar Products or parts thereof supplied or to be supplied to the Ordering Parties; and/or at the Purchaser's option, to replace or repair, at the Supplier's costs, all similar Products or parts thereof, and/or to propose any other corrective action satisfactory to the Purchaser.

10.5.2. If the defect or nonconformity in question is so serious that the Purchaser cannot reasonably be expected to accept or keep other similar Products or parts thereof, the Purchaser shall be entitled to reject all such other Products or parts thereof.

11. Indemnity

11.1 The Supplier shall keep the Purchaser 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 professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:

11.1.1 any claim made against the Purchaser for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Product, or receipt, use or supply of the Services (including the Deliverables but excluding the Purchaser's Materials);

11.1.2 any claim made against the Purchaser by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Product, as delivered, or the Deliverables; and

11.1.3 any claim made against the Purchaser by a third party arising out of or in connection with the supply of the Product, as delivered, or the Services.

11.2 This clause shall survive termination of the Contract.

12. Insurance Coverage

12.1 The Supplier shall at its own expense obtain and maintain in full force and effect a commercial general liability and product liability insurance to cover all claims or otherwise related to the Service or the Product. In the absence of specific instructions of the Purchaser with regard to covered

amounts, the insurance coverage shall provide adequate coverage for all claims against and liabilities of the Supplier. Evidence shall be produced by the Supplier at least once per year.

12.2 The transport insurance shall be arranged in accordance with the delivery terms.

13. Service, Repairs and Obsolete Products

13.1 The Supplier shall provide a repair and maintenance service staffed by qualified technical experts for each Product delivered to the Purchaser for a period of at least 10 years from the date of completion of the supply of the Product.

13.2 The Supplier warrants the availability of original spare parts for each Product delivered to the Purchaser for a period of 10 years after delivery. In case the Supplier is unable to provide original spare parts to the Purchaser during this period the Supplier is obliged to notify the Purchaser thereof in writing 6 months in advance and give the possibility to the Purchaser to place a last call order with respect to such Products.

14. Confidentiality

14.1 The Supplier shall not use for any purpose not authorized by the Purchaser or shall not disclose to any third party, any confidential or business-sensitive information, any trade or manufacturing secret or customer data of the Purchaser. This provision shall survive the termination of the Contract.

14.2 The Supplier undertakes that it shall not at any time during the term of the Contract or after it has terminated disclose to any person any confidential information concerning the business (including the products manufactured and/or sold by the Purchaser, specifications (including the Product Specifications and/or Service Specifications), Product IPR, Services and Deliverables IPR, inventions, processes, initiatives, know-how (including commercial and/or technical), trade secrets, affairs, customers, clients or suppliers of the Purchaser, except as permitted by clause 9.6.

14.3 The Supplier may disclose the Purchaser's confidential information:

14.3.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out its obligations under the Contract. The Supplier shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the Customer's confidential information must comply with clause 9; and

14.3.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.4 The Supplier shall not use the Purchaser's confidential information for any purpose other than to perform its obligations under the Contract.

14.5 At the end of the term of the Contract the Supplier shall:

14.5.1 destroy or return any physical embodiment of the Confidential Information (including any copies) in its possession or control to the Purchaser;

14.5.2 erase all Confidential Information from computer and communication systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and

14.5.3 if requested by the Purchaser, certify in writing to the Purchaser that the Supplier has complied with the requirements of clause 9

15. Data Protection

15.1 The Supplier acknowledges and agrees to the storage and the processing of data related to the Product by the Purchaser.

15.2 The Supplier agrees that it will treat any and all of the Purchasers information that falls within the Scope of the Data Protection Act (2018) in accordance with the act.

16. Assignability

16.1 The Purchaser may assign the Contract or any part thereof:

(i) to any of its direct or indirect affiliates (i.e., any person which exercises control over the Purchaser or is under control by the Purchaser or is under common control with the Purchaser) without notification or

(ii) to a third party upon written notice to the Supplier.

16.2 The Supplier shall not assign the Contract or any part thereof without the Purchaser's prior written consent which consent may be granted at the discretion of the Purchaser and subject to such conditions as the Purchaser may impose.

17. Anti-Bribery Clause

17.1 Each Party undertakes that as of the effective date of the Contract, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind or otherwise acted in a manner that could violate the rules and regulations of their respective governments in this regard (or implied that they will or might do any such thing at any time in the future) in any way connected with the Contract and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. This applies in particular with regard to any government official or representative or to anyone acting on behalf of a public international organisation, or to anyone employed by a government-owned or controlled company or entity.

17.2 The Parties agree that they will comply with and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence, will comply with Part I of the ICC Rules on Combating Corruption 2011, which is hereby incorporated by reference into the Contract, as if written out in the Contract in full.

17.3 If a Party brings evidence that the other Party has been engaging in material or several repeated breaches of the provisions of Part I of the ICC Rules on Combating Corruption 2011, it will notify the other Party accordingly and require such Party to take the necessary remedial action in a reasonable time and to inform it about such action. If such Party fails to take the necessary remedial action, or if such remedial action is not possible, it may invoke a defence by proving that by the time the evidence of breach(es) had arisen, it had put into place adequate anti-corruption preventive measures as described in Article 10 of the ICC Rules on Combating Corruption 2011. If no remedial action is taken or, as the case may be, the defence is not effectively invoked, the first Party may, at its discretion, either suspend the Contract or terminate it, it being understood that all amounts contractually due at the time of suspension or termination of the Contract will remain payable, as far as permitted by applicable law.

18. Applicable law and Jurisdiction

18.1 The Contract shall be governed by, construed and interpreted in accordance with the laws of England and Wales without regard to the application of the principles of conflicts of law and excluding the United Nations Convention on Contracts for the International Sale of Goods (1980).

18.2 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

19. Termination

19.1 Without affecting any other right or remedy available to it, the Purchaser may terminate the Contract with immediate effect by giving written notice to the Supplier if:

19.1.1 there is a change of Control of the Supplier; or

19.1.2 the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;

19.1.3 the Supplier encumbers or in any way charges any of the Product; or

19.1.4 for convenience, by giving the Supplier 30 days written notice.

19.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

19.2.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

19.2.2 the other party 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), 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; or

19.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

20. Consequences of Termination

20.1 On termination of the Contract, the Supplier shall immediately deliver to the Purchaser all Deliverables whether or not then complete and return all Purchaser Materials. If the Supplier fails to do so, then the Purchaser may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

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

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

21. 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 it if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this Contract immediately by giving written notice to the affected party.

22. General

22.1 Notices

22.1.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the email address specified in writing by the party to be its email address for the purposes of this Contract.

22.1.2 A notice shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; 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 sent by email, at 9.00 am on the next Business Day after transmission provided no delivery notification failure is received and the notice is also sent in hard copy in accordance with clause 16.2.1 within 2 Business Days of the date of transmission.

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

22.2 Severance.

22.2.1 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.

22.3 Waiver.

22.3.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22.4 No partnership or agency.

22.4.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

22.5 Entire agreement.

22.5.1 The Contract and any other document referred to in it 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.

22.6 Third party rights

22.6.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

22.6.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

22.7 Variation.

22.7.1 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.