

Purchase terms



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1. Interpretation

1.1 Definitions:

Invicta: Brett Nova UKInvicta Limited (registered in England and Wales with company number 3967272) or any member of its Group that purchases Products from the Supplier.

Bribery Laws: means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and any similar or equivalent laws in any other relevant jurisdiction;

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

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 16.3.

Confidential Information: has the meaning given in clause 10.

Contract: the contract between Invicta and the Supplier for the supply of the Products in accordance with these Conditions.

Data Protection Legislation: means all applicable data protection and privacy legislation in force from time to time in the UK including (to the extent still in force) the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Data Protection Supervisory Authority: means any regulator, authority or body responsible for administering Data Protection Legislation;

Data Subject: has the meaning given in applicable Data Protection Legislation from time to time;

Group: in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a member of the Group.

Order: Invicta's order for the Products, as set out in Invicta's purchase order form (which shall include any variation or replacement order submitted in accordance with clause 2.3), or in Invicta's written acceptance of the Supplier's quotation, or in email or other correspondence between Invicta and the Supplier.

Personal Data: has the meaning given in applicable Data Protection Legislation from time to time;

Processing: has the meaning given in applicable Data Protection Legislation from time to time (and related expressions, including process, processed and processes shall be construed accordingly);

Processor: has the meaning given in applicable Data Protection Legislation from time to time;

Products: the goods and/or services and/or deliverables (or any part of them) set out in the Order.

Protected Data: means Personal Data received from or on behalf of Invicta, or otherwise obtained by the Supplier (or anyone acting on its behalf) in connection with the performance of the Supplier's obligations under the Contract;

Specification: any specifications for the Products, including any technical or quality standard(s), plans and drawings (if applicable), that are detailed in the Order or otherwise agreed in writing by Invicta and the Supplier; and

Supplier: the person or firm from whom Invicta purchases the Products.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its successors and permitted assigns.
- (c) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (d) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (e) A reference to **writing** or **written** includes email.
- (f) A reference to a **holding** company or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006.

2. Basis of contract

- 2.1 The Order constitutes an offer by Invicta to purchase the Products in accordance with these Conditions.
- 2.2 The Order shall be deemed to be accepted on the earlier of:
 - (a) the Supplier issuing written acceptance of the Order; and
 - (b) the Supplier doing any act consistent with fulfilling the Order,at which point the Contract shall come into existence, subject to these Conditions.
- 2.3 At any time prior to delivery, Invicta may change an Order by giving written notice to the Supplier either varying or replacing in its entirety an existing Order (whether in terms of quantities, specifications, delivery requirements, payment terms, scheduling or any other amendments required by Invicta) and clause 2.2 shall apply to any such variation/replacement Order. In the event that the Supplier is unable to accept the amended/replacement Order it shall notify Invicta in writing within 48 hours of receipt and the parties shall discuss Invicta's requirements and use all reasonable endeavours to agree the terms of the variation/replacement Order.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing, unless otherwise agreed by Invicta in writing.

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

3. Supply of Products

3.1 In providing the Products, the Supplier shall:

- (a) ensure the Products correspond with their description and any applicable Specification;
- (b) ensure the Products are fit for any purpose held out by the Supplier or made known to the Supplier by Invicta expressly or by implication, and in the case of goods are of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
- (c) ensure the Products comprise the best quality goods, materials, standards and techniques, and ensure that any deliverables, and all goods and materials supplied and used in the provision of services or transferred to Invicta will be free from defects in workmanship, installation and design, or otherwise and remain so for 12 months after delivery;
- (d) in the case of services, ensure they are performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (e) ensure that any intellectual property rights in, or arising out of or in connection with, any of the services and/or deliverables are owned by, or assigned to, Invicta, unless otherwise agreed by Invicta in writing;
- (f) co-operate with Invicta in all matters relating to the Products and comply with Invicta's instructions;
- (g) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply from time to time to the provision of the Products, including Data Protection Legislation, Bribery Laws, the Modern Slavery Act 2015, the British Standard Codes of Practice and associated materials issued by the Health and Safety Executive and CDM Regulations, or are otherwise required by Invicta;
- (h) take all measures necessary to comply with all health and safety legislation, regulations, bye laws and other relevant requirements pertaining to health and safety that apply to the Supplier in the provision of the Products;
- (i) ensure that all of its employees, agents, contractors and subcontractors engaged in the provision of the Products act in a professional manner at all times and do not bully, harass, victimise or otherwise engage in conduct that could reasonably be perceived as inappropriate, offensive or discriminatory towards any of Invicta's personnel, ensure that such individuals are made aware that any such conduct may be reported and addressed in accordance with Invicta's Anti-Bullying and Harassment Policy (a copy of which is available on request), and promptly take any steps reasonably required by Invicta to address any actual or alleged breach of that policy;
- (j) obtain and at all times maintain all licences, authorities, permissions and consents which may be required for the provision of the Products (save for any licences, authorities, permissions or consents that Invicta has agreed to obtain or provide to the Supplier), and not do or omit to do anything which may cause Invicta to lose any licence, authority, permission or consent which it relies on for the purposes of conducting its business;
- (k) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient numbers to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (l) provide all equipment, tools and vehicles and such other items as are required to supply the Products (to the extent such items are not to be provided by Invicta);
- (m) regularly as agreed, and additionally on demand, and in a timely manner provide detailed progress reports and such other information and do such acts required in connection with the provision of the Products as Invicta may reasonably require in order for Invicta to monitor progress under the Contract;
- (n) if required, co-operate fully with Invicta in carrying out risk assessments in relation to the supply of Products and, on or before delivery of the Products, provide Invicta with COSHH assessments and other information in relation to the safe use, handling and storage of any goods and/or harmful substances provided by the Supplier, and procure that the site manager at the Delivery Location is aware of the contents of such documents;
- (o) if Invicta provides the Supplier with any materials, equipment, tools, data or otherwise, keep the same in safe custody at its own risk and in good condition until returned to Invicta at Invicta's request, and not dispose of or use the same other than in accordance with Invicta's written instructions or authorisation; and
- (p) appoint a representative who shall have full authority to act on behalf of, and contractually bind, the Supplier for the purposes of the Contract and who shall be Invicta's contact in relation to all matters arising under the Contract.

4. Delivery

4.1 The Supplier shall ensure that, if the Products are goods:

- (a) they are properly packed and secured in such manner as to enable them to reach their destination in good condition;

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- (b) which comprise hazardous materials, clear and proper warnings/international hazardous/danger symbols are attached to the same and included in the transport/delivery documentation showing the declaration of the material and the hazard in the English language. Products must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Supplier shall observe the requirements of UK legislation and any applicable international agreements or standards relating to the packing, labelling and carriage of hazardous materials. All information held by or reasonably available to the Supplier regarding any potential hazards known or believed to exist in the transport, handling or use of the Products shall be promptly communicated to Invicta prior to delivery;
 - (c) each delivery is accompanied by a delivery note which shows the date of the Order, the Order number, the type and quantity of the Products (including the code number of the Products, where applicable), special storage instructions (if any) and, if the Products are being delivered by instalments, the outstanding balance of Products remaining to be delivered; and
 - (d) the requirement for Invicta to return any packaging material to the Supplier shall be clearly stated on the delivery note and shall be at the cost of the Supplier.
- 4.2 If the Products are goods, they shall be delivered on the date set out in the Order or otherwise agreed between Invicta and the Supplier, and if the Products are services the Supplier shall meet any performance dates specified in the Order and/or in the Specification, or otherwise agreed between Invicta and the Supplier, in each case during Invicta's normal business hours or as instructed by Invicta, and time is of the essence of the Contract.
- 4.3 The Products shall be delivered to the Delivery Location. In the case of goods, delivery of the Products shall be completed on the completion of the unloading of the Products at the Delivery Location. In the case of services, delivery of the Products shall be completed on the completion of the provision of the services.
- 4.4 Invicta may reject the Products if the quantity of Products ordered is less than the quantity stated in the Order, but shall not be liable to account for any Products delivered in excess of the quantity stated in the Order.
- 4.5 If Invicta agrees that the Products may be delivered in instalments, each instalment shall be invoiced and paid for separately. Failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment, shall entitle Invicta to the remedies set out in clause 5.
- 5. Invicta's remedies**
- 5.1 If the Products are not delivered in accordance with clause 4, or do not comply with the undertakings set out in clause 3.1 then, without limiting any of its other rights or remedies, and whether or not it has accepted the Products, Invicta may exercise any one or more of the following rights and remedies:
- (a) to terminate the Contract;
 - (b) to reject the Products (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - (c) to require the Supplier to repair or replace the rejected Products, or to provide a full refund of the price of the rejected Products (if paid);
 - (d) to refuse to accept any subsequent delivery of the Products which the Supplier attempts to make;
 - (e) to recover from the Supplier any costs incurred by Invicta in obtaining substitute Products from a third party less any costs refunded by the Supplier in accordance with clause 5.1(c);
 - (f) to claim damages for any other costs, loss or expenses incurred by Invicta which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract; and/or
 - (g) to carry out any of the Supplier's obligations under the Contract at the Supplier's expense.
- 5.2 These Conditions shall apply to any repaired or replacement Products supplied by the Supplier.
- 5.3 Invicta's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.
- 6. Title and risk**
- Title and risk in the Products which are goods shall pass to Invicta on completion of delivery in accordance with clause 4.3.
- 7. Price and payment**
- 7.1 The price of the Products shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence in accordance with clause 2.2.
- 7.2 Unless otherwise stated in the Order, the price of the Products includes all ancillary costs and charges including the costs of packaging, insurance and carriage of the Products, and includes amounts in respect of value added tax (VAT). Where any taxable supply for VAT purposes is made under the Contract, Invicta shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Products at the same time as payment is due for the supply of the Products.

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- 7.3 The Supplier may invoice Invicta in pounds sterling on the dates set out in the Order and/or Specification or, if no dates are provided, the Supplier shall invoice Invicta on completion of delivery in accordance with clause 4.3. Each invoice shall include a description of the Products, the date of the Order, the invoice number, Invicta's order number/reference, the Supplier's VAT registration number and any supporting documents that Invicta may reasonably require to verify the accuracy of the invoice.
- 7.4 Unless expressly stated otherwise in the Order, Invicta shall pay correctly rendered invoices within forty-five days of the end of the month in which a correctly rendered invoice is issued to Invicta to the bank account nominated in writing by the Supplier.
- 7.5 Invicta may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier or any member of the Supplier's Group to Invicta against any liability of Invicta to the Supplier. The Supplier may not set off any liability of Invicta against any liability of the Supplier or a member of the Supplier's Group to Invicta.
- 7.6 If Invicta fails to make a payment due to the Supplier under the Contract by the relevant due date, Invicta shall pay interest on the overdue sum from the relevant due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 7.6 will accrue each day at 2% a year above the Bank of England's base rate from time to time. The parties agree that this clause 7.6 constitutes a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 and the Supplier shall have no further claim for interest under that legislation.

8. Indemnity

- 8.1 The Supplier shall keep Invicta indemnified 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 costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Invicta as a result of or in connection with:
- (a) any failure by the Supplier to comply with its obligations under the Contract;
 - (b) any claim and/or proceedings brought against Invicta 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 Products to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
 - (c) any claim and/or proceedings brought against Invicta in connection with the death or personal injury of any person, or loss of or damage to property, arising out of or in connection with the manufacture, supply or use of the Products to the extent that the same is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

- (d) any other claim made against Invicta by a third party arising out of or in connection with the manufacture, supply or use of the Products to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

9. Insurance

The Supplier shall maintain in force, with a reputable insurance company, such insurance as Invicta reasonably requires to cover the Supplier's liabilities that may arise under or in connection with the Contract, as set out in the Order and/or Specification, and shall, at Invicta's request, produce the insurance certificate and policy schedule giving details of cover, and proof of payment of the current year's premium, in respect of each insurance.

10. Confidentiality

Any information exchanged between Invicta and the Supplier under the Contract shall be treated as strictly confidential by the parties (Confidential Information), and each party agrees not to use the other party's Confidential Information for its own purposes (other than implementation of the Contract) or, without the prior written consent of the other party, disclose to any third party (except professional advisers, or as may be required by any law or any legal or regulatory authority) any such information, unless such information is already public knowledge at the time of disclosure, or subsequently becomes public knowledge other than by breach of the Contract, or subsequently becomes lawfully into the possession of a party from a third party. Invicta and the Supplier shall each use its reasonable endeavours to prevent the unauthorised disclosure of the other party's Confidential Information.

11. Termination

- 11.1 The Contract shall remain in force until the earlier of completion of the supply of the Products in accordance with clause 4.3 and termination under this clause 11.
- 11.2 Invicta may terminate the Contract at any time upon giving not less than one month's notice. On expiry of one month's notice, the Supplier shall invoice Invicta in accordance with clause 7 for all unpaid Products supplied to Invicta prior to termination.
- 11.3 Without limiting or affecting any other right or remedy available to it, Invicta may terminate the Contract with immediate effect without incurring any liability to the Supplier by giving written notice to the Supplier if:
- (a) the Supplier commits a material breach of any term of the Contract which is irremediable or, if such breach is remediable, fails to remedy that breach within a period of seven days after being notified in writing to do so; or
 - (b) the Supplier repeatedly breaches any term of the Contract in such a manner as to reasonably justify Invicta's sole opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract; or

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- (c) the Supplier's financial position deteriorates to such an extent that, in Invicta's sole opinion, the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (d) the Supplier dies or takes any step or action in connection with the Supplier being made bankrupt, having a receiver appointed over any of its assets, or ceasing to carry on business, 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 over 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
 - (e) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (f) there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010.
- 11.4 On termination of the Contract the Supplier shall:
- (a) immediately deliver all deliverables to Invicta, whether or not complete, and return to Invicta all equipment, tools and vehicles and such other items provided by Invicta. If the Supplier fails to do so, Invicta may enter the Supplier's premises and take possession of them;
 - (b) immediately destroy or, if requested by Invicta, return to Invicta, all documents and Confidential Information that have been supplied to or generated by the Supplier under the Contract. To the extent technically practicable, the Supplier shall erase all Confidential Information stored in electronic form from its computers, communications systems and other electronic devices; and
 - (c) at Invicta's request, certify in writing that it has complied with its obligations under this clause 11.4.
- 11.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 11.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract, including clauses 8, 9, 10, this clause 11, and clauses 13-16 shall remain in full force and effect.

12. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control (Force Majeure Event), provided always that the affected party immediately notifies the other party upon becoming aware of the Force Majeure Event and provides full details of the same.

13. Data Protection

- 13.1 The parties agree that Invicta is a Controller and that the Supplier is a Processor for the purposes of processing Protected Data pursuant to the Contract. Each party shall, and shall ensure that its personnel shall, at all times comply with all Data Protection Legislation in connection with the processing of Protected Data and the provision of the Products.
- 13.2 Invicta shall handle all Supplier Personnel Data in accordance with its Customer and Supplier Privacy Policy, a copy of which is available on Invicta's website www.invicta.co.uk.
- 13.3 In the event of a Data Subject access request, enquiry brought by a Data Protection Supervisory Authority or a party requests any information or assistance from the other as regards the Processing of Protected Data, the other party shall provide all reasonable assistance and information within five Business Days of the date of such request.
- 13.4 This clause 13 shall survive termination or expiry of the Contract for any reason.

14. Anti-bribery

- 14.1 For the purposes of this clause 14 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and guidance published under it.
- 14.2 The Supplier shall ensure that it does not, by any act or omission, place Invicta in breach of any Bribery Laws. The Supplier shall comply with all applicable Bribery Laws in connection with the performance of the Contract and delivery of the Products, ensure that it has in place adequate procedures to prevent any breach of this clause 14 and ensure that all of its personnel and other member of its supply chain and all others associated with the Supplier involved in performing the Contract so comply.
- 14.3 Without limitation to clause 14.2, the Supplier shall not in connection with the performance of the Contract make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.
- 14.4 The Supplier shall immediately notify the Customer as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 14.
- 14.5 The Supplier shall provide ongoing training for its personnel in compliance with the Supplier's obligations under this clause 14.

15. Modern slavery

- 15.1 The Supplier undertakes, warrants and represents that:
 - (a) neither the Supplier nor any of its personnel or any other member of its supply chain has:
 - (i) committed an offence under the Modern Slavery Act 2015 (an **MSA Offence**); or
 - (ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

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(iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

(b) it shall comply with the Modern Slavery Act 2015; and

(c) it shall notify Invicta immediately in writing if it becomes aware or has reason to believe that it, or any of its personnel or any other member of its supply chain has breached or potentially breached any of Supplier's obligations under this clause 15. Such notice to set out full details of the circumstances concerning the breach or potential breach of Supplier's obligations.

15.2 The Supplier shall provide ongoing training for its personnel in compliance with the Supplier's obligations under this clause 15.

16. General

16.1 **Assignment and other dealings.** Invicta may at any time assign, transfer, charge or deal in any other manner with any or all of its rights or obligations under the Contract. The Supplier may not do the same without the prior written consent of Invicta. If Invicta consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

16.2 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.3 **Variation.** No variation of the Contract shall be effective unless it is agreed in writing and signed by the parties, save that Invicta may amend these Conditions by giving the Supplier not less than one month's notice in writing.

16.4 **Waiver.** No failure or delay by a party to exercise, or single or partial exercise of, any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

16.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the extent necessary to make it valid, legal and enforceable or, if this is not possible, it shall be deleted and 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. The remainder of the Contract shall remain in full force and effect.

16.6 Notices.

(a) 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, or by email, to the addresses specified in clause 16.6(c), or such other address as a party may specify to the other in accordance with clause 16.6.

(b) A notice or other communication 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 one Business Day after transmission providing a delivery receipt or read receipt is received by the sender.

(c) The addresses for service of notices are:

(i) in the case of Invicta, to the person named in the Order at their email address or company address also stated in the Order; or

(ii) in the case of the Supplier, if it's a company, its registered office or, in any other case, its principal place of business, or by email to an email address of any person who has engaged in correspondence with Invicta in relation to the Contract on behalf of the Supplier.

(d) 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.

16.7 **Third party rights.** 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, save that any member of Invicta's Group may enforce the Contract as if it were a party to it. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

16.8 **Governing law and jurisdiction.** 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 each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle the same.

Dated: April 2026