



PurpleSector Limited

Sale Terms and Conditions

1. Interpretation

1.1. In these conditions:

'Background Materials' means all knowledge and expertise including, but not limited to, calculation, procedures, techniques, data, models, software, know-how, inventions, operation, build and design know-how or other IPR owned or licensed by PurpleSector prior to PurpleSector starting the performance of Services or delivery of Product which PurpleSector uses in the performance of the Services or Product delivery.

'Client' means the person or organisation whose order for the Product(s) and/or Services is accepted by PurpleSector.

"Client Materials" means all materials, components and equipment (including spares and replacements of the same), information, data, manuals, instructions, technical support, software, licenses and drawings which are provided by or required from the Client in order for PurpleSector to perform the Services or deliver the Product in accordance with the Proposal.

"Conditions" means these standard terms and conditions of supply (unless the context otherwise requires) as well as any special terms and conditions agreed in writing between the Client and PurpleSector for provision of the Products and/or Services.

"Confidential Information" means all and any information relating to either the Client or PurpleSector and their respective affairs which is either confidential or marked as confidential or might be fairly considered to be of a confidential nature and includes, but is not limited to, financial, technical, and non-technical information and data whether in oral, documentary, electronic or any other form or information derived from the foregoing.

"Contract" means the contract between PurpleSector and the Client for the performance of the services and/or supply of Product, comprising the Conditions and the aspects of the Proposal referred to in these Conditions.

"Deliverables" means any hardware, documentation, or other output to be provided to the Client by PurpleSector as part of the provision of Services and / or Product.



“Foreground Materials” means any IPR which is expressly created or developed by PurpleSector for the Client during provision of the Services and/or Product, excluded any Background Materials.

“IPR” means patents, trademarks, internet domain names, service marks, registered designs, applications for any of the foregoing, copyright, design rights, know-how, confidential information, databases, trade and business names and any other similar protected rights in any country.

“Order Acknowledgement” means acceptance in writing by PurpleSector of the Client's request to perform the Services or deliver the Product.

“Product” means the product that PurpleSector has agreed to supply to the Client in accordance with the terms of the Proposal and these Conditions.

“Proposal” means PurpleSector's proposal to the Client detailing the Services to be performed and/or Product to be delivered incorporating these Conditions and as amended in accordance with them.

“PurpleSector” means PurpleSector Limited.

“PurpleSector Equipment” means any equipment, including tools, instrumentation, systems, cabling or facilities, provided by PurpleSector to the Client and used directly or indirectly in the supply of the Products and/or Services including any such items specified in the Proposal but excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Client.

“Services” means the services which PurpleSector is to supply to the Client in accordance with the Proposal and these Conditions.

“Third-Party Materials” means all software, parts, components, or other materials belonging to third parties and which are used by PurpleSector in the performance of Services and/or supply of Product and/or Deliverables.

- 1.2. Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. These Terms and Conditions

- 2.1. These Conditions shall govern the Contract to the exclusion of, and supersede all other terms and conditions stated in any purchase order or any other document submitted by the Client, or in any catalogue, advertisement or other publication. Any other terms and conditions will not be binding upon PurpleSector unless specifically agreed in writing by a statutory Director of PurpleSector.



- 2.2. The Proposal is given on the basis that no Contract will come into existence until PurpleSector despatches an Order Acknowledgement to the Client. Unless otherwise agreed, the Proposal is valid for 30 days only from its date, provided that PurpleSector has not previously withdrawn it. Delivery dates contained within the Proposal are only valid for 12 calendar days, provided that PurpleSector has not previously amended or withdrawn them.
- 2.3. An order from a Client for Services and/or Products shall be deemed to be an offer by the Client to purchase all of the Services and/or Product that are the subject of the Proposal on the terms set out in these Conditions. The Client may only purchase some but not all of the Services and/or Products that are the subject of the Proposal with the prior written consent of PurpleSector.
- 2.4. Any typographical or clerical omission or error in the Proposal or any sales literature, quotation, price list, invoice or other documentation or information issued by PurpleSector shall be subject to correction without liability on the part of PurpleSector.

3. Scope of Work

- 3.1. The scope of and specifications for the Services and/or Products to be provided (and any assumptions upon which such scopes are based) are contained within the Proposal.
- 3.2. It is the sole responsibility of the Client to ensure that any assumptions contained within the Proposal are correct and inform PurpleSector of any incorrect assumptions prior to issuing PurpleSector with a purchase order or otherwise offering to proceed. If the Client informs PurpleSector of any incorrect assumptions prior to issuing PurpleSector with a purchase order or otherwise offering to go ahead with the Services/Products, PurpleSector shall withdraw the existing Proposal and issue the Client with a new Proposal incorporating the amendments to the assumptions as notified by the Client, subject to agreement with PurpleSector. The provisions of 3.1 and 3.2 shall apply to any such amended Proposal.
- 3.3. If the Client informs PurpleSector of an incorrect assumption in the Proposal after PurpleSector has accepted a purchase order from the Client or otherwise been entitled to proceed with the Services/Products or if it becomes apparent to PurpleSector during the performance of the Services or delivery of the Products that a variation to the Proposal is required, PurpleSector reserves the right to vary its scope, including revising the charges payable, the timetable and the Deliverables or Products as appropriate provided that PurpleSector advises the Client of the necessary changes in advance of implementing them.
- 3.4. PurpleSector may at any time make necessary changes to the Services, Deliverables and/or Products being supplied to comply with all applicable legal, regulatory and safety requirements.



4. Limitations on and Exclusions from Scope

4.1. The Client acknowledges and agrees that:

- 4.1.1. no subsequent validation testing / evaluation of a PurpleSector supplied product or testing service will be accepted, due to the wide range of facility capabilities, correction calculations and calibration robustness that exist across the industry;
- 4.1.2. any dynamometer test results presented by PurpleSector will be fixed and final;
- 4.1.3. PurpleSector will not be liable for any damage caused whilst on PurpleSector's premises to a vehicle, engine, gearbox, sub-system or any such component or hardware that the Client provides to PurpleSector for the purposes of testing, evaluation or any such activity, including temporary storage;
- 4.1.4. should the Client require any spare parts for any Products, these will be subject to PurpleSector's agreement and payment of additional charges set by PurpleSector;
- 4.1.5. no warranty is offered for any Products that are to be used for racing or track purposes or other associated activities;
- 4.1.6. PurpleSector will not have any responsibility or liability for the installation or use of any Products by the Client or any other third party on the Client's behalf or for the outcome of how the Client chooses to implement or adopt any recommendations made by PurpleSector as part of any Services;
- 4.1.7. PurpleSector does not approve of, and therefore do not endorse, the use of rolling road testing due to the inherent risks that are presented to the powertrain by such a testing environment. No warranty whatsoever will be provided for the Product if such a test is conducted; and
- 4.1.8. PurpleSector will not approve or warrant in any way, any amendments made to PurpleSector Product by any personnel other than those employed by PurpleSector or those approved in writing by a statutory Director of PurpleSector to undertake specifically identified tasks. Any unapproved alterations made to the Product will result in all existing warranties applying to the Product to be immediately rendered null and void.

4.2. Any additional hardware that is associated with the Product, for example unused parts, can be disposed of by PurpleSector after the completion of the Deliverables as described in the Proposal. The Client has the right to clearly specify the requirement to retain specific un-used parts in writing as part of the Contract. This specification is required to be made at the confirmation of the Contract. This hardware must then be collected from PurpleSector on completion of the Deliverables, i.e. with the Product. There will be no value attributed by the



Client or any other individual or organisation to any hardware that is disposed of by PurpleSector.

5. Delivery

- 5.1. All dates and timetables referred to in the Proposal are approximate only. PurpleSector shall use its reasonable endeavours to comply with any timetables contained within the Proposal but shall not be liable for any loss or damage whatsoever arising directly or indirectly as a result of delay nor shall such delay constitute a breach of the contract by PurpleSector.
- 5.2. In the event that PurpleSector agrees to perform or deliver the Services and/or Products in instalments where the performance and/or delivery dates for such instalments are to be requested by the Client on a future date following the date of the Contract, if the Client has not notified PurpleSector of its requested performance/delivery dates for any remaining instalments within one month prior to PurpleSector's completion of the preceding instalment, PurpleSector may, at its option, commence work on the remaining Services or delivery of the remaining Products or terminate the Contract.
- 5.3. Delivery of any Products shall be to the location set out in the Proposal or such other location as the parties may agree in writing from time to time.
- 5.4. Unless expressly agreed otherwise, the terms for delivery of any Products are EXW (Incoterms 2020).

6. Title and Risk

- 6.1. Risk in the Products shall pass to the Client upon actual delivery or issue of the Products or Deliverables to the Client or upon PurpleSector notifying the Client that they are ready for collection, whichever is the sooner.
- 6.2. Notwithstanding delivery and/or the passing of risk in the Products or any other provision in these Conditions, property in the Deliverables shall not pass to the Client until PurpleSector receives payment in full from the Client for all Services and/or Products.
- 6.3. Unless and until all sums due from the Client have been paid in full and title to the Products has passed, the Client shall keep the Products in good condition, not damage or dispose of them and allow PurpleSector access to the premises where they are stored to access or retrieve them in the event of a default by the Client.

7. Client's Responsibilities

- 7.1. The Client shall:
 - 7.1.1. provide all Client Materials and retain a copy of such of those Client Materials that are in written or electronic form for its own records;



- 7.1.2. provide instructions and/or feedback at the request of PurpleSector as required to enable PurpleSector to carry out the Services and/or provide the Product without interruption or delay;
 - 7.1.3. notify health and safety procedures to PurpleSector which are to be followed at the Client's site. If provision of the Services or part thereof is to be undertaken at the premises of the Client or of which PurpleSector should be aware in respect of any risks and hazards which are presented in any Client Materials;
 - 7.1.4. procure that the Client Materials are accurate, complete, in working order, free from material defect, and fit for their intended purpose;
 - 7.1.5. allow those employees or contractors of PurpleSector who are performing the Services and/or delivering the Product all reasonable access to the Client's premises and shall make available such office space, facilities and equipment, free of charge, as is reasonably necessary in order that the Services may be performed and/or Product delivered in a timely and efficient manner and in accordance with the Proposal;
 - 7.1.6. ensure that its employees, agents and other advisers shall co-operate at all times with PurpleSector in its provision of the Services and/or Products;
 - 7.1.7. obtain and maintain all necessary licences and consents and comply with all relevant legislation to enable PurpleSector to provide the Services, including in relation to the installation of any PurpleSector Equipment;
 - 7.1.8. keep and maintain the PurpleSector Equipment in good condition and not dispose of, encumber or use the PurpleSector other than in accordance with PurpleSector's written instructions or with PurpleSector's prior authorisation.
- 7.2. The Client shall procure that its obligations set out in Conditions 7.1.1 to 7.1.6 inclusive are performed in such a manner as to enable PurpleSector to carry out the Services and/or provide the Product without interruption or delay. If any delay occurs in the performance of such obligations which results in an interruption or delay to the Services and/or Product supply, PurpleSector will charge for and the Client shall pay for all additional charges which are incurred as a result of the delay.

8. Intellectual Property Rights

- 8.1. The Client Materials shall belong to the Client and the Client hereby grants PurpleSector a non-exclusive, royalty-free licence for the duration of the Contract for PurpleSector to use the Client Materials for the purpose of performing the Services and/or providing the Product.
- 8.2. All Background Materials shall remain the property of PurpleSector. The Client shall not obtain or have any rights in the Background Materials or any development, modification, improvement or variation thereof made by PurpleSector other than those granted pursuant to Condition 8.4.



- 8.3. Subject to payment in full by the Client of all sums due to PurpleSector pursuant to the delivery of any Products or Services in the Contract, PurpleSector hereby:
- 8.3.1. assigns to the Client all IPR in the Foreground Materials contained in the Deliverables; and
 - 8.3.2. grants a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and use any Background Materials owned by PurpleSector contained in the Deliverables (excluding any Client or Third-Party Materials) for the purpose of the Client using the Services, the Products and the Deliverables in its business.
- 8.4. The rights granted by the licence to Background Materials may only be sublicensed by the Client to the Client's production suppliers who have a need to use the same and solely on condition that:
- 8.4.1. the sub-licence is only for use in connection with the Deliverables; and
 - 8.4.2. notice of such sub-licence, including details of the terms and name of the sub-licensee are promptly supplied to PurpleSector.
- 8.5. The Client acknowledges that PurpleSector shall not be obliged to undertake patent or other IPR searches in connection with the Services or supply of Product and should the Client require these it will need to undertake such searches itself.
- 8.6. The Client warrants that it is the beneficial owner of the Client Materials, and use of the Client Materials by PurpleSector will not cause PurpleSector to infringe any IPR of any third party. The Client shall indemnify PurpleSector for any losses it incurs as a result of a claim that PurpleSector's use of the Client Materials infringes any third party IPR.

9. Marketing

- 9.1. The Client hereby grants PurpleSector the non-exclusive right to use the project for marketing and promotional purposes. This includes, but is not limited to, showcasing the project on PurpleSector's website, social media channels, promotional materials, and other marketing collateral.
- 9.2. The Client grants PurpleSector the right to use the Client's name and logo in connection with the marketing PurpleSector's business. This includes, but is not limited to, displaying the Client's name and logo on PurpleSector's website, promotional materials, and other marketing communications.
- 9.3. The Client agrees to participate in the creation of a case study highlighting the success and key features of the project PurpleSector has completed for the Client. The case study may include information such as project goals, challenges, solutions, and outcomes. The Client agrees to



provide reasonable cooperation, including interviews, quotes, and any necessary documentation, to facilitate the creation of the case study and PurpleSector agrees to co-operate with any reasonable requirements of the Client for the publication of its case study.

- 9.4. PurpleSector agrees to submit any materials featuring the Client's name, logo, or project details for approval by the Client before publication (not to be unreasonably withheld, conditioned or delayed). The Client will have 14 days from receipt to review and provide feedback. In the absence of a response within this period, the Client's approval will be deemed to have been given.

10. Insurance

- 10.1. Unless specifically requested and agreed, the Client shall provide confirmation of adequate insurance cover for loss or damage for all tangible Client Materials loaned or provided to PurpleSector during the Contract including but not limited to vehicles, powertrains, components, drawings, computers, data, testing equipment and tools.
- 10.2. If the Client wishes for their vehicles to be used by PurpleSector on road during the Contract, they shall supply evidence of adequate road risks cover such as an insurer's cover note identifying PurpleSector.

11. Price, Payment and Taxes

- 11.1. The price for the Services and/or Product shall be specified in the Proposal. This price is exclusive of UK VAT and any other applicable taxes or duties, which shall be payable by the Client in addition to the price.
- 11.2. The price also excludes administration charges and all travel and subsistence related costs of PurpleSector's personnel providing the Products and/or Services, unless specifically identified in the Proposal. Any necessary costs and expenses not identified in the Proposal, including but not limited to shipping, packing replacement parts and materials, shall be invoiced separately at cost plus 10% administration charge plus UK VAT and/or the prevailing relevant tax rate, and shall be payable by the Client.
- 11.3. All prices are ex-works, unless specified otherwise.
- 11.4. PurpleSector shall submit invoices to the Client either:
- 11.4.1. Periodically as set out in the invoice schedule contained within the Proposal; or
 - 11.4.2. If the Proposal does not contain an invoice schedule,
 - 11.4.2.1. For projects of less than 4 weeks the total project cost will be invoiced on completion.



- 11.4.2.2. For projects of more than 4 weeks duration, the project will be invoiced monthly up to a total of 90% of the project cost, with the remaining 10% invoiced on completion.
- 11.4.3. For the purchase of Product, a minimum of 50% of the total Product cost will be invoiced on confirmation of the Product order from the Client. The outstanding value will be invoiced prior to collection of the Product by the Client.
- 11.4.4. Where the Product is to be despatched to the Client, the full value of the Product plus administration, shipping, taxations and any other sums due will be invoiced and payment must be received prior to the despatch of the Product.
- 11.5. The Client shall pay in cleared funds all invoices on receipt, unless specified otherwise in the Proposal. Time for payment shall be of the essence and all payments shall be made in full without any deduction, withholding or set-off (except to the extent any withholding is required by law).
- 11.6. If the Client fails to pay PurpleSector any sum due pursuant to the Contract, PurpleSector may, without prejudice to any other right or remedy available to PurpleSector:
- 11.6.1. Charge an initial penalty fee of £100 + UK VAT;
- 11.6.2. Charge interest on the outstanding amounts, such interest to accrue on a day-to-day basis from the due date for payment to the date of full payment is received in full by PurpleSector, whether before or after judgement in accordance with the Late Payments of Commercial Debts (Interest) Act 1998; and
- 11.6.3. Suspend provision of services and/or Product without liability to the Client until the outstanding amount is paid in full. Upon resumption PurpleSector reserves the right to amend the timetable for the performance of the Services and/or delivery of Product to take account of the time for which the Services and/or Product supply were suspended and PurpleSector shall inform the Client accordingly.
- 11.7. PurpleSector shall be entitled to a lien over any of the Client's Materials or any other property of the Client in PurpleSector's possession until all sums due and owing from the Client in respect of the Contract or any other contract with PurpleSector shall have been satisfied in full.

12. Warranties

- 12.1. PurpleSector warrants that:
- 12.1.1. the Services will be provided with reasonable skill and care;
- 12.1.2. the Deliverables will generally meet the objectives set out in the Proposal solely for the purpose set out therein; and
- 12.1.3. the Products will comply with the Proposal and/or any agreed specification for them.



- 12.2. PurpleSector does not have control over the Client's use of the Deliverables and does not warrant that the Deliverables will be fit for purposes of the Client and the Client acknowledges and agrees that it is its sole responsibility to ensure the same. Although these recommendations are based on engineering principles and analysis, they must only be implemented by the Client upon the understanding that the Client carries sole responsibility for any liabilities arising from them.
- 12.3. PurpleSector gives no warranty as the quality, fitness for purpose or otherwise of any Third-Party Materials contained within a Deliverable or upon which a Deliverable relies. To the extent reasonably practicable, PurpleSector shall assign to the Client the benefit of any warranty provided by the supplier of such Third-Party Materials.
- 12.4. If the Client notifies PurpleSector of a fault or defect in the Deliverables or performance of the Services that can be proven to be attributable to PurpleSector in consequence of which the Deliverables and/or Services do not comply in all material respects with the Proposal, PurpleSector may, at its sole discretion:
- 12.4.1. agree to work with the Client to further understand and seek remedy of the defect, provided the Client provides all the information as may be necessary to assist PurpleSector in resolving the defect or fault including sufficient information to enable PurpleSector to re-create the defect or fault; and
 - 12.4.2. If the fault or defect is found, by the process of investigation or other suitable techniques, to not be attributable to PurpleSector, then the Client will be liable to pay to PurpleSector all and any additional costs incurred by PurpleSector through the investigative, remedial and any associated activities.

13. Liability

- 13.1. Subject to Condition 13.5, the following provisions set out the entire financial liability of PurpleSector (including any liability in the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of the Contract, whether for breach of contract, tort (including negligence), breach of statutory duty or otherwise.
- 13.2. Subject to Condition 13.5, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 13.3. Subject to Condition 13.5, PurpleSector shall not be liable to the Client for:
- 13.3.1. Any indirect, consequential, special or punitive loss, damage, costs and expenses;
 - 13.3.2. Loss of profit;
 - 13.3.3. Loss of business;



- 13.3.4. Loss of reputation;
- 13.3.5. Depletion of goodwill; or
- 13.3.6. Loss of, damage to or corruption of data or hardware.

13.4. Subject to Condition 13.5, PurpleSector's total liability to the Client under or connected with the Contract shall not exceed the price paid by the Client to PurpleSector for the performance of the Services and/or supply of Product thereunder.

13.5. Nothing in these Conditions shall limit or exclude either party's liability for any death or personal injury caused by their negligence (or that of their personnel), their fraud or fraudulent misrepresentation or any other liability which cannot be limited or excluded by law.

14. Suspension, Termination and Variation

14.1. A Contract may be terminated by:

- 14.1.1. PurpleSector immediately on written notice to the Client in the event that the Client fails to pay any invoice relating to the Contract in accordance with the terms of the Contract.
- 14.1.2. PurpleSector pursuant to Conditions 5.2 or 14.5;
- 14.1.3. either party if the other party continues in material default of any obligation imposed under the Contract for a period of more than 30 days after written notice to the other to remedy such default; or
- 14.1.4. either party if the other party makes any voluntary arrangements with its creditors, becomes subject to an administration order; goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or if an encumbrancer takes possession; or an administrative receiver or administrator is appointed, of any of the property or assets of the other party; or the other party ceases, or threatens to cease, to carry on business or suffers any action in consequence of debt; or a party reasonably apprehends that any of the events mentioned above is about to occur in relation to the other party and notifies the other party accordingly; or
- 14.1.5. either party if the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

14.2. In the event of termination of a Contract for any reason the Client shall pay PurpleSector for all Services or Product (including costs associated with a partially complete Product), performed and/or undertaken up to the date of termination and the Client shall reimburse PurpleSector for all costs which PurpleSector is committed to incur or has incurred in connection with the Services and Product as they would have been performed and/or delivered but for such termination.



14.3. Upon termination:

- 14.3.1. PurpleSector shall either return the Client Materials to the Client or notify the Client of a location from which the Client Materials are available for collection and, in the latter case, the Client shall promptly collect those Client Materials; and
- 14.3.2. the Client shall immediately return all PurpleSector Equipment to PurpleSector. If they fail to do so, then PurpleSector may enter onto the Client's premises and take possession of the PurpleSector Equipment and until the PurpleSector Equipment has been returned or repossessed, the Client will be solely responsible for its safe keeping.

14.4. The Client may not suspend the Services or Product supply after PurpleSector has commenced work, except as agreed under Condition 14.5 below.

14.5. A variation to Contract may be requested by the Client which may include changes to the price, scope of work, any Deliverables, assumptions, responsibilities, objectives, and timing. Any variation must be agreed in writing by a statutory Director of PurpleSector. If a change to the price payable for the Services or Product is not included in the variation to the Contract, PurpleSector shall be entitled to charge for any additional work at its standard prevailing rates. If PurpleSector is unable (for whatever reason) to agree a variation to the Contract, it shall, at its sole discretion, elect either to continue to perform its obligations under the Contract as if such variation had not been requested by the Client or to terminate the Contract in accordance with Condition 14.1.2.

15. Confidentiality

15.1. The parties acknowledge and agree that any existing confidentiality agreement or other similar agreement between the parties relating to the subject-matter of the Proposal shall continue to apply to the Contract. If no such agreement exists, the following terms of this Condition 15 shall apply.

15.2. The parties hereby acknowledge that each (as recipient) has acquired Confidential Information belonging to the other from the other (as owner) and agree that the recipient shall:

- 15.2.1. treat any such Confidential Information as strictly confidential and use it only in connection with the Contract;
- 15.2.2. only disclose it to employees, contractors, agents and professional advisers who need to know such Confidential Information for the performance of the Contract and provided that these parties are subject to the same duty of confidentiality and;
- 15.2.3. not disclose it to any other third party except with the prior written consent of the owner.



15.3. The requirements of Condition 15.2 shall not apply to Confidential Information which the recipient can demonstrate:

- 15.3.1. is in the public domain without breach of this Condition 15 by the recipient; or
- 15.3.2. was already in the possession of the recipient independently of the disclosure to the recipient by the owner; or
- 15.3.3. the recipient is ordered to disclose by a court of law or other competent authority and in such event the recipient shall notify the owner as soon as reasonably practicable following such order for disclosure.

16. General

- 16.1. Neither party may assign the Contract nor any of the benefits or liabilities thereof in whole or part except with the express written authority of the other party, except for the purpose of a solvent reconstruction or merger.
- 16.2. The Conditions, the Proposal and any confidentiality agreement (or similar agreement) relating to the subject matter of the Proposal between the parties form the final and entire understanding between the parties relating to the provision of the Services and/or Product. All and any prior statement, undertakings, documents made whether in writing or oral shall not be binding on either party (unless made fraudulently).
- 16.3. A party shall not have any liability for any loss or damage to its performance of any obligations under the Contract (other than non-payment of amounts that are due and payable) is delayed, hindered or prevented by any cause beyond its reasonable control, including, without limitation, fire, storm, flood, earthquake, accident, adverse weather conditions, explosions, Acts of God, war, governmental controls, restrictions or prohibitions, strikes, lock-outs, industrial action, employment dispute, protest, traffic congestions, vandalism, interruptions in communication or power supply and mechanical break-down, failure or malfunction or computer systems. In the event of such delay, hindrance or prevention, such party shall be entitled to postpone its performance by the duration of the interference plus reasonable start-up time thereafter, or to terminate the Contract in its entirety or partially, insofar as it has not been performed without incurring any liability for non-performance.
- 16.4. A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1996 to enforce the terms of the Contract.
- 16.5. If any of the provisions in these Conditions are held to be invalid, the validity of the remaining parts and provisions shall not be affected.
- 16.6. Any notice required or permitted under the Contract shall be in writing addressed to the other party at the principal place of business or registered address.



17. Law and Jurisdiction

These Conditions and the Contract shall be governed and construed in accordance with English Law. The English courts shall have exclusive jurisdiction in relation to any claim, dispute or difference which may arise under these Conditions and/or the Contract.